

**AGENDA**  
**CITY OF VALPARAISO & VALPARAISO CABLE AUTHORITY JOINT MEETING**  
**465 Valparaiso Parkway**  
**Valparaiso, Florida**  
**850-729-5402**  
**Sept 12, 2016**  
**6:00 pm**

*Invocation (Commissioner Wasdin)*  
*Pledge of Allegiance (Mayor Arnold)*

**APPROVAL OF MINUTES**

**CITIZENS' CONCERNS (non-agenda items)**

1. Resident
2. Non-resident

**ACTION ITEMS/POTENTIAL ORDINANCES**

1. Added Agenda Items
2. County Commissioner Nathan Boyles-----Attach 1
3. Glendale Surplus Property -----Attach 2
4. PUD Bayshore Residential - Conceptual PUD Site Plan Approval-----Attach 3
5. Ordinance No. 674 Flood Plan -----Attach 4
6. Ordinance No. 675 Water Tap on Fees-----Attach 5
7. Resolution No. 17-09-12-16 Increase Water Rates -----Attach 6
8. Resolution No. 18-09-12-16 Increase Wastewater Rates -----Attach 7
9. Resolution No. 19-09-12-16 Approving Traffic Signal Maint. Agreement-----Attach 8
10. Resolution No. 20-09-12-16 Amend Budget-----Attach 9
11. Etc.

**OLD BUSINESS**

**REPORTS / CORRESPONDENCE / ANNOUNCEMENTS**

1. TPO/DOT
2. Stormwater
3. Legal Activities Update
4. Community Liaison Report
5. Construction Activity
6. Library Update
7. Public Works Update-----Attach 10
8. Budget Hearing September 26, 2016
9. Disbursements
10. Etc.



# Board of County Commissioners

State of Florida

August 23, 2016

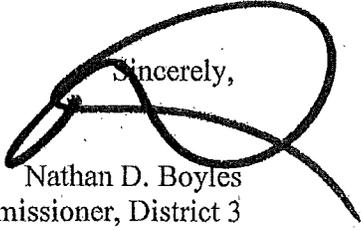
Honorable Tammy Johnson, Clerk  
City of Valparaiso  
465 Valparaiso Parkway  
Valparaiso, FL 32580

Clerk Johnson,

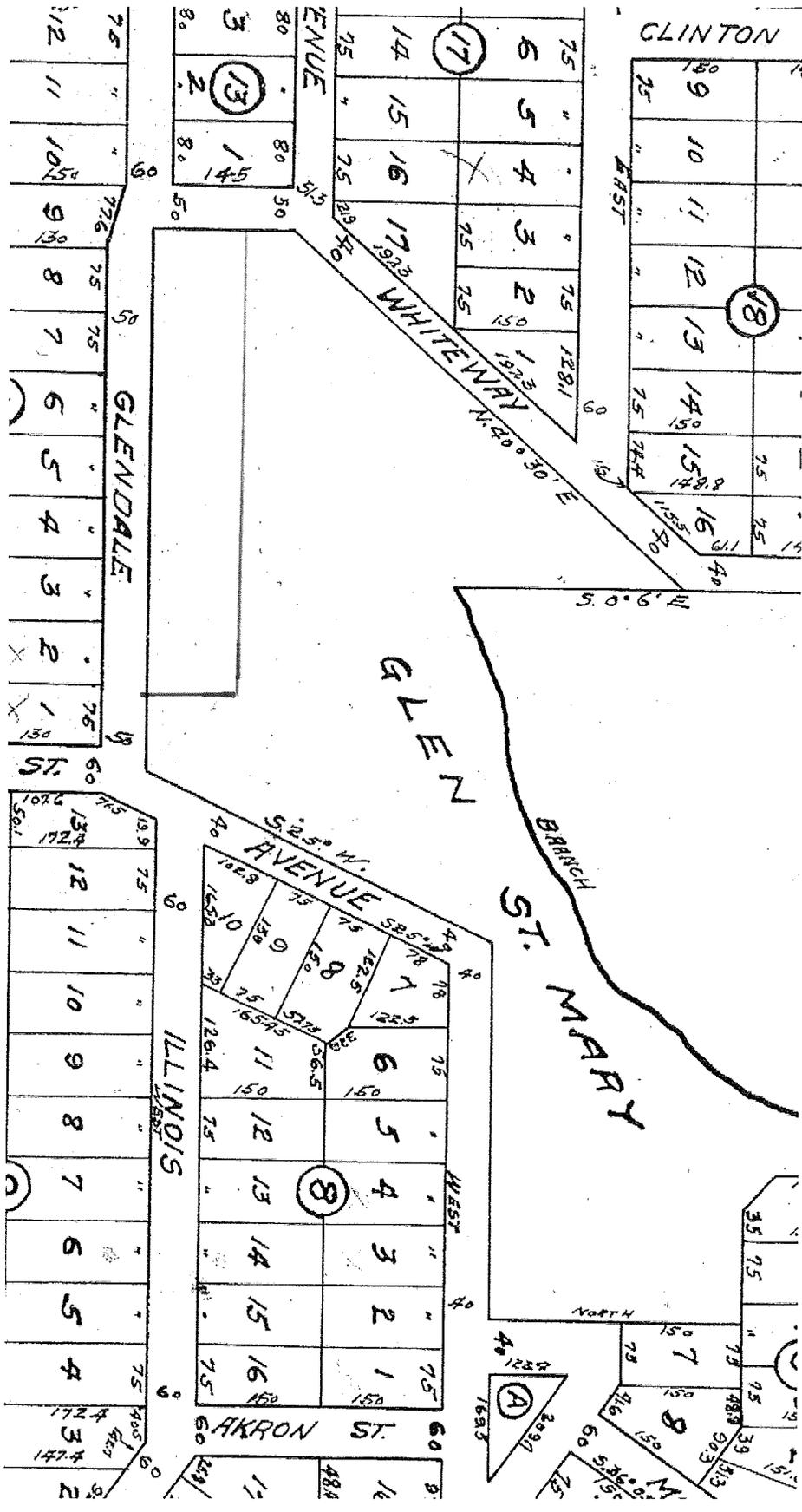
I hope this letter finds you doing well. I am pleased to report that I was recently re-elected to a second four-year term to the District Three County Commission seat without opposition. To ensure that I stay connected to the needs of our shared constituents I will be visiting each of the City Councils and Commissions within District Three over the next two months.

Please let this letter serve as my request for the opportunity to meet with the Valparaiso Commission at your September 12<sup>th</sup> meeting. I look forward to meeting with the elected officials and citizens from Valparaiso to answer questions and receive guidance and direction that will help me do my job better. Should any of your elected officials wish to receive an update on any specific County matter, please let me know and I will be sure to be prepared on the topic. I look forward to seeing you in September.

Sincerely,

  
Nathan D. Boyles  
Commissioner, District 3

Cc: Mayor Arnold  
Commissioner Browning  
Commissioner Hamilton  
Commissioner Wasdin  
Commissioner Strong  
Administrator Scott





**ORDINANCE NO. 674**

**AN ORDINANCE BY THE CITY OF VALPARAISO AMENDING THE CITY OF VALPARAISO'S CODE OF ORDINANCES TO REPEAL ORDINANCE NO. 636 and 670; TO ADOPT A NEW ORDINANCE NO. 674; TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; TO ADOPT LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

**WHEREAS**, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Valparaiso and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

**WHEREAS**, the City of Valparaiso was accepted for participation in the National Flood Insurance Program on April 1, 1977 and the City of Valparaiso City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

**WHEREAS**, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

**WHEREAS**, the City of Valparaiso Board of Commissioners has determined that it is in the public interest to adopt the revised floodplain management regulations that are coordinated with the *Florida Building Code*.

**NOW, THEREFORE, BE IT ORDAINED** by the City of Valparaiso Board of Commissioners that the following floodplain management regulations, and the following local administrative amendments to the 2014 *Florida Building Code*, are hereby adopted.

**SECTION 1. RECITALS.**

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

**SECTION 2. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s):** Ordinance No. 636 and Ordinance No. 670.

## CHAPTER 1 ADMINISTRATION

### SECTION 101 GENERAL

**101.1 Title.** These regulations shall be known as the *Floodplain Management Ordinance* of the City of Valparaiso, hereinafter referred to as “this ordinance.”

**101.2 Scope.** The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

**101.3 Intent.** The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

**101.4 Coordination with the *Florida Building Code*.** This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

**101.5 Warning.** The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and

will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

**101.6 Disclaimer of Liability.** This ordinance shall not create liability on the part of the City of Valparaiso or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

## SECTION 102 APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**102.2 Areas to which this ordinance applies.** This ordinance shall apply to all flood hazard areas within the City of Valparaiso, as established in Section 102.3 of this ordinance.

**102.3 Basis for establishing flood hazard areas.** The Flood Insurance Study for Okaloosa County, Florida and Incorporated Areas dated December 6, 2002, and all subsequent studies, amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at city hall in the City of Valparaiso.

**102.3.1 Submission of additional data to establish flood hazard areas.** To establish flood hazard areas and base flood elevations, pursuant to Section 105 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the *Florida Building Code*.
2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

**102.4 Other laws.** The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

**102.5 Abrogation and greater restrictions.** This ordinance supersedes any ordinance in effect

for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

**102.6 Interpretation.** In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

## **SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR**

**103.1 Designation.** The City Administrator is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

**103.2 General.** The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

**103.3 Applications and permits.** The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings,

structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and

8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

**103.4 Substantial improvement and substantial damage determinations.** For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

**103.5 Modifications of the strict application of the requirements of the *Florida Building Code*.** The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 107 of this ordinance.

**103.6 Notices and orders.** The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

**103.7 Inspections.** The Floodplain Administrator shall make the required inspections as specified in Section 106 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

**103.8 Other duties of the Floodplain Administrator.** The Floodplain Administrator shall have other duties, including but not limited to:

1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.4 of this ordinance;
2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
4. Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* and this ordinance to determine that such certifications and documentations are complete; and
5. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Valparaiso are modified.
6. Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coast Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as Coastal Barrier Resource System Areas and Otherwise Protected Areas.

**103.9 Floodplain management records.** Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at city hall in the City of Valparaiso.

## SECTION 104 PERMITS

**104.1 Permits required.** Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including

buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

**104.2 Floodplain development permits or approvals.** Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

**104.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*.** Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

**104.3 Application for a permit or approval.** To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.

2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

**104.4 Validity of permit or approval.** The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

**104.5 Expiration.** A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

**104.6 Suspension or revocation.** The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

**104.7 Other permits required.** Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

1. The Northwest Florida Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141 F.S.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

6. Federal permits and approvals.

## **SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS**

**105.1 Information for development in flood hazard areas.** The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
2. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2(2) or (3) of this ordinance.
3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(1) of this ordinance.
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
7. Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
9. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

### **105.2 Information in flood hazard areas without base flood elevations (approximate Zone**

**A).** Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - b. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

**105.3 Additional analyses and certifications.** As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's

flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

4. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential flood damage.

**105.4 Submission of additional data.** When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

## **SECTION 106 INSPECTIONS**

**106.1 General.** Development for which a floodplain development permit or approval is required shall be subject to inspection.

**106.1.1 Development other than buildings and structures.** The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**106.1.2 Buildings, structures and facilities exempt from the *Florida Building Code*.** The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

**106.1.2.1 Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection.** Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105.2(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

**106.1.2.2 Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection.** As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.1.2.1 of this

ordinance.

**106.1.3 Manufactured homes.** The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

## **SECTION 107 VARIANCES AND APPEALS**

**107.1 General.** The City of Valparaiso Planning Commission shall hear and make recommendations to the City of Valparaiso Board of Commissioners for final disposition on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the City of Valparaiso Planning Commission shall hear and make recommendations to the City of Valparaiso Board of Commissioners for final disposition on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

**107.2 Appeals.** The City of Valparaiso Planning Commission shall hear and make recommendations to the City of Valparaiso Board of Commissioners for final decision on appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the City of Valparaiso Board of Commissioners may appeal such decision to the Circuit Court, as provided by Florida Statutes.

**107.3 Limitations on authority to grant variances.** The City of Valparaiso Planning Commission and the City of Valparaiso Board of Commissioners shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 107.6 of this ordinance, the conditions of issuance set forth in Section 107.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The City of Valparaiso Board of Commissioners has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance. Pursuant to F.S. Section 553.73(5), variances shall not be granted to the requirements of Section 3109 of the Florida Building Code applicable to structures seaward of the coastal construction control line.

**107.3.1 Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this ordinance.

**107.4 Historic buildings.** A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building.

If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

**107.5 Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 107.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

**107.6 Considerations for issuance of variances.** In reviewing requests for variances, the City of Valparaiso Planning Commission and the City of Valparaiso Board of Commissioners shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**107.7 Conditions for issuance of variances.** Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
2. Determination by the City of Valparaiso Planning Commission and the City of Valparaiso Board of Commissioners that:
  - a. Failure to grant the variance would result in exceptional hardship due to the

- physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
- b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
  - c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
  4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

## **SECTION 108 VIOLATIONS**

**108.1 Violations.** Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

**108.2 Authority.** For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

**108.3 Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

## **CHAPTER 2 DEFINITIONS**

### **SECTION 201 GENERAL**

**201.1 Scope.** Unless otherwise expressly stated, the following words and terms shall, for the

purposes of this ordinance, have the meanings shown in this section.

**201.2 Terms defined in the *Florida Building Code*.** Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

**201.3 Terms not defined.** Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

## SECTION 202 DEFINITIONS

**Alteration of a watercourse.** A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

**Appeal.** A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

**ASCE 24.** A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

**Base flood.** A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

**Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

**Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]

**Coastal Construction Control Line.** The line established by the state pursuant to F.S. Section 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a hundred (100) year storm surge, storm waves or other predictable weather conditions.

**Coastal High Hazard Area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coast high hazard areas are also referred to as high hazard areas subject to high velocity wave action or V zones and are designated on floor insurance rate maps (FIRM) as Zone V1-V30, VE, or V.

**Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

**Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

**Encroachment.** The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

**Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before April 14, 1966. [Also defined in FBC, B, Section 202.]

**Existing manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before April 14, 1966.

**Expansion to an existing manufactured home park or subdivision.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

**Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

**Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than

cosmetic repair. [Also defined in FBC, B, Section 202.]

**Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

**Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

**Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

**Floodplain Administrator.** The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

**Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

**Floodway.** The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

**Floodway encroachment analysis.** An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

**Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

**Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

**Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

**Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 11 Historic Buildings.

**Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

**Light-duty truck.** As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

**Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the *Florida Building Code* or ASCE 24. [Also defined in FBC, B, Section 202.]

**Manufactured home.** A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

**Manufactured home park or subdivision.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**Market value.** The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

**New construction.** For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the "start of construction" commenced on or after April 14, 1966 and includes any subsequent improvements to such structures.

**New manufactured home park or subdivision.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after April 14, 1966.

**Park trailer.** A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in 15C-1.0101, F.A.C.]

**Recreational vehicle.** A vehicle, including a park trailer, which is: [Defined in section 320.01(b), F.S.]

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**Sand Dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

**Special flood hazard area.** An area in the floodplain subject to a 1 percent or greater chance of

flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

**Start of construction.** The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

**Substantial damage.** Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

**Substantial improvement.** Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

**Variance.** A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

**Watercourse.** A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

## CHAPTER 3 FLOOD RESISTANT DEVELOPMENT

### SECTION 301 BUILDINGS AND STRUCTURES

**301.1 Design and construction of buildings, structures and facilities exempt from the Florida Building Code.** Pursuant to Section 104.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

**301.2 Buildings and structures seaward of the coastal construction control line.** If extending, in whole or in part, seaward of the coastal construction control line and also, in whole or in part, in a flood hazard area:

1. Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirement of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
2. Minor Structures and non-habitable major structures as defined in F.S. Section 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

## SECTION 302 SUBDIVISIONS

**302.1 Minimum requirements.** Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**302.2 Subdivision plats.** Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105.2(1) of this ordinance; and
3. Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

## SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

**303.1 Minimum requirements.** All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

**303.2 Sanitary sewage facilities.** All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

**303.3 Water supply facilities.** All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

**303.4 Limitations on sites in regulatory floodways.** No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

**303.5 Limitations on placement of fill.** Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

1. No fill shall be placed in any V Zone.
2. No fill shall be placed in any Coastal A Zone also known as the Limit of Moderate Wave Action (LiMWA) where waves higher than 1.5 feet can exist during a flood event.
2. Minimum fill in all other flood hazard areas (Zone A) is permitted but limited to sites subject to shallow flooding, where erosion potential is low and where breaking waves to do occur during the Base Flood. This fill is limited to the area five (5) foot from the outside of foundation walls. The top of building footings shall be no higher than the anticipated depth of erosion and scour as determined by the design engineer.

**303.6 Limitations on sites in coastal high hazard areas (Zone V).** In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 105.3(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 307.8(3) of this ordinance.

## **SECTION 304 MANUFACTURED HOMES**

**304.1 General.** All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this ordinance. If located seaward of the coastal construction control line, installation of manufactured homes shall comply with the more restrictive of the applicable requirements.

**304.2 Foundations.** All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

1. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to section 304.4.1 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
2. In floodways, are designed in accordance with ASCE 24.
3. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.3 and this ordinance.

**304.3 Anchoring.** All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

**304.4 Elevation.** Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.4.1 or 304.4.2 of this ordinance, as applicable.

**304.4.1 General elevation requirement.** Unless subject to the requirements of Section 304.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or

subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

**304.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions.** Manufactured homes that are not subject to Section 304.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

1. Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A) or R322.3 (Zone V); or
2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

**304.5 Enclosures.** Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322 for such enclosed areas, as applicable to the flood hazard area.

**304.6 Utility equipment.** Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

## **SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS**

**305.1 Temporary placement.** Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be on the site for fewer than 180 consecutive days; or
2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

**305.2 Permanent placement.** Recreational vehicles and park trailers that do not meet the limitations in Section 305.1 of this ordinance for temporary placement shall meet the requirements of Section 304 of this ordinance for manufactured homes.

## **SECTION 306 TANKS**

**306.1 Underground tanks.** Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

**306.2 Above-ground tanks, not elevated.** Above-ground tanks that do not meet the elevation requirements of Section 306.3 of this ordinance shall:

1. Be permitted in flood hazard areas (Zone A) other than Coastal High Hazard Areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
2. Not be permitted in Coast High Hazard Areas (Zone V).

**306.3 Above-ground tanks, elevated.** Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

**306.4 Tank inlets and vents.** Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

## SECTION 307 OTHER DEVELOPMENT

**307.1 General requirements for other development.** All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

**307.2 Fences in regulated floodways.** Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303.4 of this ordinance.

**307.3 Retaining walls, sidewalks and driveways in regulated floodways.** Retaining walls and

sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 303.4 of this ordinance.

**307.4 Roads and watercourse crossings in regulated floodways.** Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 303.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105.3 (3) of this ordinance.

**307.5 Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).** In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

1. Structurally independent of the foundation system of the building or structure;
2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
3. Have a maximum slab thickness of not more than four (4) inches.

**307.6 Decks and patios in coastal high hazard areas (Zone V).** In addition to the requirements of the *Florida Building Code*, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and

structures.

4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

**307.7 Other development in coastal high hazard areas (Zone V).** In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

**307.8 Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones (LiMWA).** In coastal high hazard areas:

1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
2. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
3. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

**SECTION 3. The *Florida Building Code, Building*, is hereby amended by the following administrative amendments: .**

Sec. 98-27. - Administrative amendments—Building.

This chapter shall include the following administrative amendments to the Florida Building Code, Building.

- (1) Sec. 101.5, Florida Building Code, Building. Add a new Sec. 101.5 as follows:

101.5 Warning, flood hazards. The degree of flood protection required by the Florida Building Code, as amended by the City of Valparaiso, Florida, is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This code does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

- (2) Sec. 102.1.2, Florida Building Code, Building. Add a new Sec. 102.1.2 as follows:

102.1.2 Flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), buildings, structures and facilities identified in Section 102.2 as exempt from the Florida Building Code are subject to the requirements of the City of Valparaiso, Florida's, local floodplain management ordinance and a floodplain development permit or approval shall be required pursuant to that regulation.

- (3) Sec 102.2.2, Florida Building Code, Building. Amend Sec. 102.2.2 to add the following new item:

7. The building or structure is installed on a foundation that complies with the flood resistant requirements for the new location if in a flood hazard area.

- (4) Sec. 104.1.2, Florida Building Code, Building. Add a new Sec. 104.1.2 as follows:

104.1.2 Assignment of duties related to flood hazard areas. Pursuant to section 553.73(5), F.S., the Building Official is authorized to assign duties to enforce all or part of the flood-related code provisions to the appropriate agency or office. The specific assigned duties shall be identified and coordinated with said agency or office.

- (5) Sec. 104.7.1, Florida Building Code, Building. Add a new Sec. 104.7.1 as follows:

104.7.1 Department records for permits in flood hazard areas. The Building Official shall provide to the Floodplain Administrator the following records for building permits issued in flood hazard areas: records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code; and records of enforcement actions taken pursuant to the flood resistant construction requirements of the Florida Building Code.

Sec. 98-28. - Technical amendments—Building.

- (1) Sec. 1612, Florida Building Code, Building, shall include the following technical amendments:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall, by local floodplain management ordinance, adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Okaloosa County, Florida and Incorporated Areas," dated December 6, 2002, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.

- (2) Sec. 1612.4.2, Florida Building Code, Building. Add a new Sec. 1612.4.2 as follows:

1612.4.2 Temporary structures and temporary uses. Temporary structures and temporary uses, including temporary tanks, shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood. Temporary structures and temporary uses shall not be located in floodways unless the applicant provides a floodway encroachment analysis pursuant to the local floodplain management ordinance.

- (3) Sec. 1612.4.3, Florida Building Code, Building. Add a new Sec. 1612.4.3 as follows:

1612.4.3 Utility and Miscellaneous Group U. Utility and Miscellaneous Group U structures, including substantial improvement of such structures, shall comply with the requirements of this section.

Exception: If not walled and roofed, shall

1. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
2. Have flood-damage resistant materials used below the design flood elevation; and
3. Have mechanical, plumbing, and electrical systems that meet the requirements of ASCE 24.

- (4) Sec. 1612.4.4, Florida Building Code, Building. Add a new Sec. 1612.4.4 as follows:

1612.4.4 Structures associated with swimming pools. Swimming pools shall be permitted to be surrounded with open latticework and screened enclosures. Swimming pools in flood hazard areas other than coastal high hazard areas for which the

surrounding decks are below the design flood elevation shall be permitted to be surrounded with walled and roofed structures provided such structures are dry floodproofed in accordance with ASCE 24. Structures associated with pools, including structures to house equipment associated with the pools, shall comply with the requirements of Section 1612.4.

1612.4.4.1 Swimming pools under elevated buildings. Swimming pools shall be permitted under elevated buildings provided the pool deck is level with the existing grade and the area in which the pool is located is not fully enclosed by walls, including walls consisting of transparent materials such as glass. The area in which a pool is located under an elevated building shall be permitted to be surrounded by open latticework and screening.

(5) Sec. 1612, Florida Building Code, Residential, shall include the following technical amendments:

(1) Table R301.2(1) Climatic and Geographic Design Criteria, Florida Building Code, Residential. In Sec. Table R301.2(1), pursuant to footnote (g), insert required information in the "Flood Hazards" cell as follows:

(a) The effective date of Ordinance 674 October 10, 2016,

(b) December 6, 2002, and

(c) 12091C0370H, 12091C0388H, 12091C0389H, 12091C0390H, 12091C0400H, 12091C0476H, 12091C0477H; December 6, 2002, as amended.

(2) Sec. R322.1.12, Florida Building Code, Residential. Add a new Sec. R322.1.12 as follows:

R322.1.12 Accessory structures, requirements. Accessory structures, including substantial improvement of such accessory structures, shall comply with the requirements of Section R322.2 (A Zone) or R322.3 (V Zone), as applicable to the flood hazard area.

Exception: Accessory structures that are detached garages that comply with Section R309.3 and provided:

1. If built in flood hazard areas (A Zone) other than coastal high hazard areas, have flood openings in compliance with Section R322.2.2.
2. If built in coastal high hazard areas (V Zone) are no more than 79 square feet in area.

#### **SECTION 4. FISCAL IMPACT STATEMENT.**

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

**SECTION 5. APPLICABILITY.**

For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Valparaiso. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after September 1, 2016.

**SECTION 6. REPEALER.**

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This ordinance specifically repeals and replaces the following ordinance(s) and regulation(s): Ordinance No. 199, Ordinance No. 283, Ordinance 297, Ordinance No. 318. Ordinance No. 636 and Ordinance 370.

**SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.**

It is the intent of the City of Valparaiso Board of Commissioners that the provisions of this ordinance shall become and be made a part of the City of Valparaiso's 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," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

**SECTION 8. SEVERABILITY.**

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

**SECTION 9. EFFECTIVE DATE.**

This ordinance shall become effective immediately upon passage.

ADOPTED IN SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

\_\_\_\_\_  
John B. Arnold, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Tammy Johnson, CMC  
City Clerk

Ordinance No. 674

## ORDINANCE NO. 675

### AN ORDINANCE OF THE CITY OF VALPARAISO, FLORIDA AMENDING SECTION 86-40. SCHEDULE OF WATER RATES (FOR CONNECTIONS TO THE CITY WATER SYSTEM), PROVIDING FOR CONFLICT, PROVIDING FOR RETROACTIVITY AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The City Commission of the City of Valparaiso has determined that pricing for meters needs to be raised, and

**WHEREAS**, The City Commission of the City of Valparaiso has determined that pricing for additional meter sizes is appropriate.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE  
CITY OF VALPARAISO, FLORIDA:**

*Section 1.* That *the Valparaiso Code of Ordinances, Article II. Water Service, Sec. 86-40* is hereby amended by adding the underlined language as follows:

**Sec. 86-40 Schedule of Water Rates.**

The City's Water Tap-On fees for 3/4" meters shall be \$1,500.00 , for 1" meters shall be \$1,700.00, for 1½" meters shall be \$2,100.00 and for 2" meters shall be \$2,900.00. Any meter larger than 2" is \$1,500 + current cost of meter.

*Section 2.* This Ordinance is effective upon adoption.

*Section 3.* Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or other law, the requirements of this ordinance shall apply as to the matters in conflict, and all provisions of this ordinance not in conflict shall remain in full force and effect.

**ADOPTED IN SESSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
John B. Arnold, Jr.  
Mayor

ATTEST:

\_\_\_\_\_  
Tammy Johnson, CMC  
City Clerk

# RESOLUTION 17-09-12-16

## A RESOLUTION AMENDING THE SCHEDULE OF WATER RATES, CHARGED TO RESIDENTIAL AND COMMERCIAL CUSTOMERS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Ordinance Number 477 states that the setting of rates and fees shall now be done by resolution of the City Commission, and

**WHEREAS**, the cost of providing water service has continued to increase; and

**WHEREAS**, additional revenues are needed to continue required water system maintenance and to insure the highest possible water quality for all consumers; and

**WHEREAS**, the Operations and Maintenance Fund is an enterprise fund and is expected to be self supporting.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA:**

That the schedule of water rates is hereby amended as follows:

### SECTION 1:

Volumeter Charge for Residential:

<u>Gallons per 1,000</u>	<u>Rate</u>
0 - 3,000	<del>\$11.50</del> 12.00
3,001 - 8,000	\$2.50/1,000
8,001 - 15,000	\$2.75/1,000
15,001 - 25,000	\$3.05/1,000
25,001 - ABOVE	\$3.40/1,000

### SECTION 2:

Volumeter Charge for Commercial:

<u>Gallons per 1,000</u>	<u>Rate</u>
0 - 3,000	<del>\$12.10</del> 12.62
3,001 - 7,000	\$2.65/1,000
7,001 - 11,000	\$2.90/1,000
11,001 - 15,000	\$3.05/1,000
15,001 - 25,000	\$3.35/1,000
25,001 - ABOVE	\$3.70/1,000

### SECTION 3: REPEALED PROVISIONS:

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

### SECTION 4: EFFECTIVE DATE:

This resolution shall become effective upon adoption

ADOPTED IN SESSION THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2016.

# RESOLUTION 18-09-12-16

## A RESOLUTION AMENDING THE SCHEDULE OF SEWER RATES, CHARGED TO RESIDENTIAL AND COMMERCIAL CUSTOMERS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS,** Ordinance Number 477 states that the setting of rates and fees shall now be done by resolution of the City Commission, and

**WHEREAS,** additional revenues are needed to continue required wastewater system maintenance, and

**WHEREAS,** the Operations and Maintenance Fund is an enterprise fund and is expected to be self supporting.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA:**

That the schedule of sewer service rates, is hereby amended as follows:

### SECTION 1:

(a) Service rates to be charged to residential and commercial sewer customers shall be according to the following User Charge Schedule:

#### USER CHARGE SCHEDULE

<u>CLASS CODE</u>	<u>BASE RATE</u> <u>First 4,000 Gal</u>	<u>PER EACH 1,000</u> <u>GAL ADDITIONAL</u>	<u>ADMIN CHG</u> <u>10%OF TOT)</u>	<u>MAX</u> <u>USAGE</u>
Residential - Single Family	<del>22.85</del> 23.35	\$ 4.50	10%	11,000gal
Res/Comm - 2 (duplex) S-2 Res-Com 2	<del>23.40</del> 23.90	5.60	10%	22,000 gal
Res/Comm - 3 (triplex) S-3 Res-Com 3	<del>27.85</del> 28.45	5.60	10%	33,000 gal
Res/Comm - 4 (quadplex) S-4Res/Com 4	<del>32.85</del> 33.60	5.60	10%	44,000 gal
Res/Comm - 5 (quinplex) S-5 Res/Com 5	<del>39.65</del> 40.50	5.60	10%	55,000 gal

<u>BASE RATE</u> <u>CLASS CODE</u>	<u>PER EACH 1,000</u> <u>First 4,000 Gal</u>	<u>ADMIN CHG</u> <u>GAL ADDITIONAL</u>	<u>10% OF TOT)</u>	<u>MAX USAGE</u>
Small Business S-6 Com 6	<del>26.75</del> 27.35	5.60	10%	20,000 gal
Com I (Gas District) S-8 Com 8	<del>38.55</del> 39.40	5.60	10%	35,000 gal
Com II (Coke Plant) S C Commercial	<del>37.75</del> 38.60	5.60	10%	35,000 gal
Com III (Hiltop) S E Com 15	<del>563.05</del> 64.45	5.60	10%	35,000 gal
Com IV (Apartments) S F Com 22	<del>94.65</del> 96.75	5.60	10%	35,000 gal
Com V (Apartments) S J Com 16	<del>66.50</del> 67.95	5.60	10%	35,000 gal
Com VI (Apartments) S H Com 27	<del>104.80</del> 107.10	5.60	10%	35,000 gal
Com VII (Motel) S B Com 36	<del>136.20</del> 139.20	5.60	10%	35,000 gal
Com VIII (Laundries) S L Com-Laundry	<del>52.55</del> 53.70	5.60	10%	35,000 gal
Com IX (Schools) S S Com-Schools	<del>80.45</del> 82.20	5.60	10%	35,000 gal

**SECTION 2: REPEALED PROVISIONS:**

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3: EFFECTIVE DATE:**

This resolution shall become effective the 12 September 2016.

ADOPTED IN SESSION THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2016.

\_\_\_\_\_  
John B. Arnold, Jr.  
Mayor

## RESOLUTION NO. 19-09-12-16

### A RESOLUTION APPROVING THE EXECUTION OF THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT AMENDMENT #1 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF VALPARAISO AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, it is determined to be in the public's interest for the City of Valparaiso to continue to maintain the traffic signals in the city limits of Valparaiso, and

**Whereas**, the proper maintenance of the traffic signals under the Florida of Transportation jurisdiction within the of the City of Valparaiso enhances community safety.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA THAT:**

**Section 1.** The City Commission hereby authorizes the Mayor to execute the Traffic Signal Maintenance and Compensation Agreement Amendment #1.

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS 12<sup>th</sup> DAY OF SEPTEMBER 2016.**

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John B. Arnold, Jr.  
Mayor

ATTEST:

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Tammy Johnson, CMC  
City Clerk

## Tammy Johnson

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**From:** Melchi, Tammy <Tammy.Melchi@dot.state.fl.us>  
**Sent:** Monday, August 08, 2016 3:21 PM  
**Cc:** Shiver, Kenneth; Johnson, Cliff; Steverson, William; Watters, Harold "Mac"; Ringer, Brenda  
**Subject:** DATE SENSITIVE: TRAFFIC SIGNAL MAINTENANCE AGREEMENT AMENDMENT  
**Attachments:** Amendment Cover Page.pdf; Amendment Attachment.pdf

Traffic Signal Maintaining Agency Representatives:

Upon behalf of the Department of Transportation's Central Traffic Engineering and Operations Office in Tallahassee, the District Traffic Operations Office in Chipley is pleased to announce a new revision of the Traffic Signal Maintenance Agreement. It is anticipated that this amended agreement will be welcomed collectively by traffic signal maintaining agencies statewide as it clarifies the roles and responsibilities of both parties to the agreement, and actually lessens to a great extent the responsibilities of the local agencies.

The amended agreement is intended to institute a 'beginning of services date' retroactively coinciding with the beginning of the Department's current fiscal year (July 1, 2016). It is likely that all agencies will desire to take advantage of the more favorable terms and conditions of the new agreement as soon as possible, and a 60-day grace period has been established for execution during which the amended agreement will be made retroactive to the beginning of the fiscal year.

Upon review, approval, and execution by the governing body (i.e.: board, council, commission, etc.) for each agency, it is requested that two original copies of the agreement be returned to the District Traffic Operations Office (one of which will be returned to the agency upon final execution by the Department). In addition, please forward one original copy of the governing body's formal resolution or board approved meeting minutes.

**In summary, the Department is asking your agency to execute the amended agreement within 60-days of receipt of this notice, and return two original copies along with a formal resolution or officially approved meeting minutes.**

The District Traffic Operations Office sincerely appreciates your patience, assistance, and cooperation in this matter. Should additional discussion or information be necessary, please do not hesitate to contact me by email or phone: (850) 330-1269 or Kenny Shiver by email: [Kenneth.Shiver@dot.state.fl.us](mailto:Kenneth.Shiver@dot.state.fl.us) or phone: 850-330-1589.

Respectfully,

Tammy Melchi  
Traffic Regulation & Agreement Specialist  
FDOT Traffic Operations Office  
P.O. Box 607  
Chipley, FL 32440  
Office: 850-330-1269  
Fax: 850-330-1273

## Tammy Johnson

---

**From:** Melchi, Tammy <Tammy.Melchi@dot.state.fl.us>  
**Sent:** Monday, August 08, 2016 3:45 PM  
**Cc:** Ringer, Brenda  
**Subject:** Additional Instruction for Amendment to Traffic Signal Maintenance Agreement  
**Attachments:** Amendment Attachment.pdf

Traffic Signal Maintaining Agency Representatives:

In regards to Page 3, paragraph 12... please do not populate this field with a name, please insert a position (i.e. Public Works Director, Traffic Engineer, Financial Director, City Clerk, etc...).

**“12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates \_\_\_\_\_ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency...”**

Respectfully,

Tammy Melchi  
Traffic Regulation & Agreement Specialist  
FDOT Traffic Operations Office  
P.O. Box 607  
Chipley, FL 32440  
Office: 850-330-1269  
Fax: 850-330-1273

Dear Maintaining Agency Representatives:

I have received several requests for a list of changes in the amendment to the Traffic Signal Maintenance Agreement (TSMA) to present to the local governmental for approval. Below is a list of changes and also for your reference.. I hope this will help and I want to express my sincere appreciation for your valuable time and efforts to process this amendment. If you have any questions or concerns, please do not hesitate to contact me.

- Added Department of Financial Services/FDOT Comptroller standard payment terms to ensure invoices are paid and the agreements will stand up to a financial review.
- Simplified language for penalties and retainage.
- Changed responsibility for pursuing 3<sup>rd</sup> party damage insurance from Maintaining Agency to FDOT.
- Added requirement for the Maintaining Agency to provide an annual report of its traffic signal maintenance log.
- Added Force Majeure clause to remove liability from both the Maintaining Agency and the FDOT in the event of an Act of God, etc.
- Changed responsibility for periodic mast arm maintenance from Maintaining Agency to FDOT.
- Increased requirement for record retention from 3 to 5 years to comply with Florida's public record rule.
- Increased time to repair critical detectors to 90 days (previous agreement was 60 days).
- Decreased inspections to 50% of signals every year (previous agreement was 100% per year).
- Added requirement to allow FDOT access to traffic signal data.
- Deleted checklist in Exhibit C.
- Added new Exhibit C with form for reimbursement for 3<sup>rd</sup> party damage.

Respectfully,

Tammy Melchi  
Traffic Regulation & Agreement Specialist  
FDOT Traffic Operations Office  
P.O. Box 607  
Chipley, FL 32440  
Office: 850-330-1269  
Fax: 850-330-1273

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

750-010-24  
TRAFFIC OPERATIONS  
06/16  
Page 1 of 1

CONTRACT NO. ARW89  
FINANCIAL PROJECT NO. 43674918802  
F.E.I.D. NO. 59-6002502  
AMENDMENT NO. \_\_\_\_\_

**THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT** ("Amendment") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and CITY OF VALPARAISO, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on ,September 12, 2016, entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

\_\_\_\_\_  
City of Valparaiso, Florida  
(Maintaining Agency)

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

Print/Type Name: John B. Arnold, Jr.

Title: Mayor

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

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

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

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

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

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

CONTRACT NO. ARW89  
FINANCIAL PROJECT NO. 43674918802  
F.E.I.D. NO. 59-6002502

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution No. 19-09-12-16 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. 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 these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, 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. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

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who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. 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.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
- (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
- (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. 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, Department re-timing projects, 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) 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 or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, 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.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates \_\_\_\_\_ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. 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.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. 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.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or 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.
19. Records of costs incurred under the 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 five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
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"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 is 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 such 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 1 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 \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, 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.
25. 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.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. 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 will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. 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 will 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 has 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, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

**REVISED TERMS AND CONDITIONS FOR THE  
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Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. 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 Devices 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.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. 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 will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does 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 does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.



**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE 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 MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

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 or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL  
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of  
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date

## **RESOLUTION NO. 20-09-12-16**

### **A RESOLUTION AMENDING THE FISCAL YEAR 2016 BUDGET OF THE CITY OF VALPARAISO, FLORIDA; DUE TO AN INCREASE IN UNFORESEEN EXPENDITURES; AUTHORIZING REVISIONS TO BE MADE TO THE MONTHLY FINANCIAL STATEMENTS.**

**WHEREAS**, the FY 2016 Budget Ordinance No. 668 for the City of Valparaiso was adopted during a public hearing held on September 22, 2015, after being discussed and formulated through a series of public workshops and an initial public hearing, and

**WHEREAS**, the Commission decided it was in the interest of the City to loan General Fund money for the purchase of a Street Sweeper and a Bucket Truck, and

**WHEREAS**, there is an increase in expenses in the General Fund since the budget was adopted.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF VALPARAISO, FLORIDA THAT:**

**Section 1. The amended budget for the fiscal year commencing 1 October 2015 which is hereto, incorporated by reference and made a part hereof, is hereby officially adopted.**

**Section 2. The FY 2016 Budget and corresponding monthly financial statements are hereby amended as follows:**

#### **General Fund**

##### **Capital Vehicle Purchase for Other Funds**

**Account No. 01-99-510.644.01** – Increase budgetary expenses figure from \$0 to \$217,595

\$217,595 will be taken from the Fund Reserves  
**Account No. 01-00-101.004**

**Section 3.** This Resolution is effective upon adoption.

**PASSED AND ADOPTED IN SESSION THIS 12<sup>TH</sup> day of SEPTEMBER, 2016.**

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John B. Arnold, Jr.  
Mayor

# PUBLIC WORKS MONTHLY ACTIVITIES REPORT

AUGUST 2016

## CEMETERY

In addition to daily activities such as picking up trash and debris, mowing, weed eating, edging and spraying the grounds, the Cemetery:

- Identified 38 headstones to be leveled. Oversaw work performed.
- Directed marker installation by contractor for Mr. Miller.
- Performed Cemetery inspections and policed trash.
- Filled in potholes in the dirt road of the Cemetery.

## PARKS

Parks daily rounds consists of picking up trash from the grounds, opening & cleaning the bathrooms at the following locations:

- Angel's Are Us
- Lincoln Park
- T-Pier
- Florida Park
- Glen Argyle Park
- T.J. Brooks

In addition to daily rounds, the following activities were performed:

- **CITY HALL**— Repaired fountain, Picked up trash, weed eaten, mowed and watered, trimmed all palms & treated with magnesium, trimmed bushes, treated for ants.
- **COMMISSION CHAMBERS**—Mowed, weed eaten and trimmed bushes.
- **MITCHELL BUILDING**—Mowed and weed eaten.
- **LINCOLN PARK**- Repaired divider in men's restroom damaged by vandals, replaced toilet paper dispenser, trimmed palms, installed new stalls, picked up trash, treated for bees, trimmed trees.
- **LITTLE LEAGUE FIELD**—Picked up trash, mowed, replaced fitting and sprinkler and ran the system, treated for ants.
- **FLORIDA PARK**—Weed eaten, edged and blew.
- **ANGEL'S ARE US**—Checked lights, replaced ballasts, replaced toilet flaps.
- **TJ BROOKS**—Hammered raised nails, picked up trash, rehung boards on pavilions, replaced float on toilet, scrubbed floors with bleach, repaired damaged door.
- **MARION RUCKEL**—Mowed
- **T-PIER**—Picked up trash, nailed boards.
- **SHIPYARD POINT**—Picked up trash.
- **PD**—Mowed, weed eaten.
- **FD**—Mowed, weed eaten, edged, blew.
- **LIBRARY**—Checked for leaks in building, delivered paper towels, checked on sign, installed bulletin board.

- **ROW ON OHIO**—mowed, weedeated, edged and blew.
- **DOT**—Picked up litter, mowed ROWs, mowed ROW on Edge & Illinois and Edge & Ohio, cleaned debris off stormdrains.
- Assisted Streets with concrete.

## **FLEET MAINTENANCE**

- Vehicles Serviced:
  - V-2—Reinstalled rear view mirror
  - V-4 (Sanitation)—continued issues with intermittent power loss and shifting issues. Retrieved vehicle from being broke down on route the day it returned to service. Contacted A-1 Auto & Diesel about repairs, returned truck for further diagnostics and repair. Removed hydraulic cylinder to took to Pensacola Rubber and Gasket for repair.
  - V-7—Replaced blown hydraulic hoses.
  - V-9— Replaced two drive tires.
  - V-13 (Sanitation)—Repaired bound up passenger side window.
  - V-24—Replaced two steer tires
  - V-27—Replaced wiper blades
  - V-29—Installed taillight, transported for repair of turbo (warranty item)
  - V-31—Replaced multiple worn/ busted hydraulic hoses, refilled hydraulic fluid reservoir, repaired blown hydraulic hose, tightened up hydraulic pump, welded repair hose protection brackets.
  - Park's— tuned up weed eater, rebuilt weed eater with cracked crankcase, replaced drive belt, adjusted belt pulley, and changed ignition coils on scag mower,
  - FD Rescue 12—Repaired fuel leak on generator.
  - Small Equipment maintenance & misc. repairs—performed maintenance on 4 chain saws, repaired weld on stainless steel sink for Park's Dept, greased, tuned and swapped handles on Park's Dept. edger.
- Gathered fuel sheets from all of Public Works to complete monthly fuel report.
- Fuel tanks—Replaced fuel filter on unleaded fuel tanks, checked main fuel tank levels, replaced main diesel fuel tank pump filter, added diesel additive to main fuel tank during fuel truck delivery.
- Water—Fabricating new water key, repaired John Deere Gator backfire issues.
- Streets—replaced mower blades on both Streets John Deere mowers, repaired bent deck.
- Recycling Trailer—made weld repair on trailer.
- Bobcat—Re-installed tooth on bucket that fell off.
- Serviced and load tested back-up generators.
- Installed new wheels and pressure gauge on portable air tank
- Cleaned wash pad
- Assisted Shoreline Recycling with used oil pick up
- Installed new hinges for the Recycled used oil pick up
- Moved excess transmission fluid bottles from storage shed to main shop
- Cleaned paint cabinet/ counter of unnecessary items.

## **STREETS**

- **SIDEWALK PROJECT:**
  - Continued construction of 600' of sidewalk by Lewis Middle School. To date, approx. 440' of sidewalk has been poured. Currently working with contractor to schedule final pour.

- **STREET SWEEPING:**

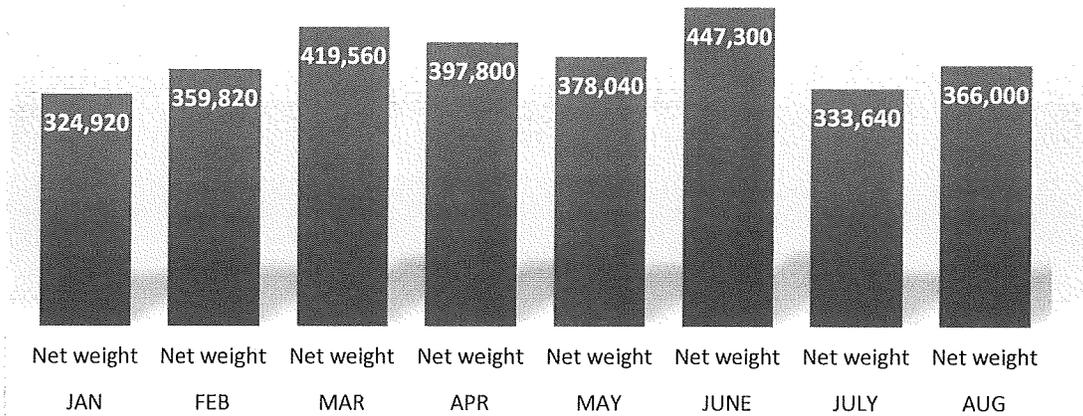
- Miles of residential streets swept: 40
- Lbs of debris removed: 2,400
- Yards of debris removed: 16
  
- Miles of **DOT** roads swept: 10
- Lbs of debris removed: 600
- Yards of debris removed: 4
  
- **Total Lbs of debris removed: 3,000**

- **GRADING**—Adam’s Alley and N. Bayshore Extension, Spencer Place, Car Quest alley.
- **ROW MOWING**—Okaloosa Ave, Valastics Ave, Clearwater, Johnson St, Wolverine, Andrews alley, N. Bayshoer, Aucilla Cove and N. Ferndell
- **DOC WORK SQUAD**—Hwy 85—picked up litter, mowed and weedeated.
- **TREE MAINTENANCE**—Trimmed tree on N. Bayshore, Cut down tree in Andrews alley, cut down tree at Bayshore Pt.
- **SIGN MAINTENANCE**—Repaired stop sign on Virginia that was hit by a car, cleaned graffiti off speed bump sign on Johnson and replaced speed limit sign on Mississippi.
- **STORM DRAINS**—Cleaned storm drains in prep for storms, removing ¼ yd<sub>3</sub> of debris.
- **POTHoles**—filled pothole at Mansfield & John Sims.
- **WASHOUT REPAIR**—Backfilled washout & installed silt fence at Spencer Place and filled in ruts in road at the Cemetery.
- **CEMENT WORK**—Built form around guy wire for utility pole, installed 140’ of cement for sidewalk project on Mississippi Avenue and built jig for cutting concrete.
- Removed dead armadillo at 103 Aurora
- Restriped boat parking at Lincoln Park
- Picked up 30.66 Tons of A-base

## **SANITATION**

- 120 yd<sub>3</sub> of debris was delivered to Young’s Contracting before their chipper burnt up on August 5<sup>th</sup>, halting all deliveries of debris until a new chipper can be purchased. After that date, all debris and roadside bulk waste was delivered to Allied for disposal.
- 183.00 (366,000 lbs) of Household Trash collected
- 30.99 Tons (61,980 lbs) of Debris and Roadside Bulk Waste collected. The clam trucks picked up at 855 resident’s homes.

## YTD Trash Removal-Lbs



- 120 yd<sub>3</sub> of Debris taken to Young's before Young's chipper burnt up on Aug 5<sup>th</sup> resulting in all debris being transported to Allied.
- Delivered 2 trash cans to new customers—357 Chicago Avenue and 332 Lincoln Avenue
- Daily pickup & processing of recycling trailers at City Hall and Lewis Middle School.

### WATER/ SEWER DEPT

Locates	Turn meter on	Turn meter off	Additional Meter Read other than monthly reads	Meter change outs	Water Leak/ Break	Unstop Sewer Calls	Raise Meter Box	Customer concerns/ complaints
22	70	56	35	9	6	4	1	3

- Jason Lynch successfully completed and passed the coursework and exam for the Backflow Prevention Assembly Tester Training and Certification 8/12/16—Certificate # D08-16-11368
- 120 daily well checks performed at 4 distribution well sites.
- Performed static well level tests at all 4 distribution well sites.
- Performed 255 routine checks on the city's Lift Stations.
- Repaired flapper in men's restroom in City Hall.
- Replaced chlorine booster pump at Well #4.
- Installed Hydrant meter for Gator Boring & Trenching.

### Support Staff

- **MEETINGS ATTENDED:**

Nathan

SASP Training (Florida State Agency for Surplus Property Program.  
Hwy 85 Pre-Construction

- **PROJECT UPDATE:**

- Water: began the Highland Avenue project—looping water line to improve water quality. Have bored 260’ under Spencer and planning to tie in and connect the loop during the month of September.
- Sewer: Manhole lining— Contracted with Gulf Coast Underground to date we have 44 manholes complete in Plat 1
- Eglin’s Transmission line installation—We have worked with the contactor to resolve several issues including locating and protecting water lines, concrete repair, median beautification, and scheduling.

• **UPCOMING PROJECTS:**

- Sewer—Repair check valve in L/S 1. Received check valve 8/30 and planning to install Thurs. 9/1.

**PHONE CALLS RECEIVED: 124**

Water	Sewer	Parks	Sanitation	Streets	Cemetery	Shop	Misc
18	12	5	38	19	1	1	30

• **COMPLIANCE SAMPLING:**

- Monthly bacteriological sampling & satisfactory results received
- Satisfactory sampling results received for the Annual Nitrate/ Nitrite sampling
- Satisfactory sampling results received for the Annual Water Quality sampling for Northwest Florida Water Management District (NFWWMD)

• **COMPLIANCE REPORTS SENT TO REGULATORY AGENCIES:**

- Monthly Operational Reports (MORs) to (FDEP & Polyengineering)
- Annual Water Quality Report (NFWWMD & Polyengineering)
- 3<sup>rd</sup> Qtr. Purge Data (NFWWMD & Polyengineering)
- Water Quality Analysis results (NFWWMD & Polyengineering)

• **OTHER REPORTS:**

- DOH Drinking Water & Wastewater Inventory Program—to identify drinking water & wastewater sources for each property in the City.
- Updated Water Level (Static Level)—(NFWWMD)

- Generated and closed 163 City Hall work orders.
- Generated and closed 17 Public Works Work Orders.
- Updated Water Distribution Log.
- Updated toter can list.