110 NW 1st Avenue
High Springs, Florida 32643

Telephone: (386) 454-1416
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Web: www.highsprings.us

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

OCTOBER 9, 2014 **6:30 PM**

CALL TO ORDER: MAYOR BYRAN D. WILLIAMS

INVOCATION: RACHEL DELAUN, DEACON
GRACE UNITED METHODIST CHURCH

PLEDGE OF ALLEGIANCE: MAYOR BYRAN D. WILLIAMS

ROLL CALL: ANGELA STONE, ASSISTANT CITY CLERK

APPROVAL OF AGENDA

APPROVAL OF MINUTES: AUGUST 7, 2014 COMMISSION MEETING

PROCLAMATION DECLARING OCTOBER 31, 2014 AS "TRICK OR TREAT NIGHT".

CONTINUED BUSINESS

1. **REVIEW AND CONSIDER APPROVAL OF ROTARY CLUB LEASE FOR THE CITY OWNED BUILDING LOCATED AT 605 NW 4TH STREET.**

2. **CONSIDER PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FOR A THREE YEAR PERIOD.**

UNFINISHED BUSINESS

1. **REVIEW AND CONSIDER APPROVAL OF INFORMATIONAL MAILOUT FOR TRASH AND RECYCLING COLLECTION.**

2. **DISCUSS CODE ENFORCEMENT INCIDENT ON MAIN STREET, AUTHORITY OF CODES AND CONSIDER ASSIGNING ENFORCEMENT OF CODES TO THE FIRE DEPARTMENT.**

3. **UPDATE FROM CITY MANAGER ON POLICE CHIEF SEARCH.**

4. **UPDATE FROM CITY ATTORNEY ON PLANTATION OAKS TAX ABATEMENT.**

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

NEW BUSINESS

1. **CONSIDER APPROVAL OF CONTRACT WITH EMERALD DATA PARTNERS FOR IT SERVICES.**

2. **CONSIDER RESOLUTION 2014-P,** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ESTABLISHING A FEE FOR GRINDER PUMP REPAIRS FOR SEWER CUSTOMERS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

3. **CONSIDER DEFINING UTILITY BILL DUE DATES FOR HOLIDAYS AND WEEKENDS.**

4. **DISCUSS RESOLUTION TO EASEMENT ISSUE** DUE TO PALMER STREET CLOSING.

5. **CONSIDER ORDINANCE 2014 - 05,** AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA AMENDING SECTION 66-2 "STREET CLOSINGS" OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR PUBLIC NOTICE VIA SIGNAGE ON THE STREET; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

   A. **DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-05 ON FIRST READING.**

6. **CONSIDER ORDINANCE 2014-06,** AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, CLOSING AS A PUBLIC RIGHT OF WAY, VACATING AND ABANDONING PORTIONS OF CERTAIN PLATTED ROADS IN RIVER VIEW SUBDIVISION WITHIN THE CITY LIMITS OF HIGH SPRINGS, FLORIDA; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE

   A. **DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-06 ON FIRST READING.**

7. **DISCUSS AND CONSIDER PROPOSAL FOR UTILIZING NIXLE FOR COMMUNITY NOTIFICATIONS.**

8. ESTABLISH ALTERNATE DATES FOR THE NOVEMBER AND DECEMBER CITY COMMISSION MEETINGS IN ORDER TO AVOID CONFLICT WITH THE HOLIDAYS.

9. CONSIDER THE INSTALLATION OF A FOUR-WAY STOP SIGN ON NW 10TH STREET.

10. CONSIDER APPROVAL OF CRA BOARD RECOMMENDATION OF CRA PROJECTS AMENDED THROUGH 2016.

11. CONSIDER RENEWAL OF THE INTERLOCAL AGREEMENT FOR REPAIR AND SERVICE OF TRAFFIC SIGNALS AND BEACONS.

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

1. COMMISSIONERS
2. MAYOR

MOTION TO ADJOURN

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

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CITY COMMISSION MEETING
MINUTES
August 7, 2014

Mayor Williams called the meeting to order at 7:00 p.m.

Invocation by Pastor Earl Tuten, Shiloh Baptist Church

Pledge of Allegiance

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

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

APPROVAL OF AGENDA

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

APPROVAL OF MINUTES FOR THE COMMISSION MEETINGS OF APRIL 10, 24 & 30, AND MAY 8, 2014.

Motion Commissioner Jamison to approve the Commission Meeting Minutes of April 10, 24 & 30, and May 8, 2014.
Second Vice Mayor Weller

Commissioner Gestrin requested time for further review for corrections.

Vice Mayor Weller requested example of the corrections. Commissioner Gestrin stated on the May 8th, 2014 minutes on page 7 it is not listed how it is in the audio. Vice Mayor Weller requested Commissioner Gestrin provide city clerk with corrections prior to next meeting.

Commissioner Jamison states he will not withdraw his motion.

Vice Mayor Weller asks the attorney if the minutes are approved and needed correction, if it can be done at a later time.

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

Mayor Williams clarifies that Commissioner Gestrin can still present the corrections. Attorney Walker advises she can.

CANDIDATE FOR RE-ELECTION, JUDGE WILLIAM E. DAVIS.

Attorney Walker states Judge Davis had another obligation and could not attend. There will be an event on August 21st, 2014 at 6:00 p.m. of a Meet and Greet with Judge Davis.

ALACHUA COUNTY SCHOOL BOARD SUPERINTENDENT DR. OWEN ROBERTS.

Dr. Roberts gave an overview of his goals for the school system. Mayor Williams and the Commission expressed appreciation for his service.

PRESENTATION ON WATER CONSERVATION BY WATER PLANT OPERATOR TROY CASSIDY.

Mr. Cassidy made a presentation on water theft as part of the educational requirements of the SRWMD Grant.

Thomas DePeter asked if Mr. Cassidy is a public works employee or is he on contract.

CITIZEN REQUESTS AND COMMENTS

Gloria James asked for an update on the grant for replacing waterlines. Mr. Booth states we have received the grant and work should begin in approximately 4 months.

Dru Travis asked for an update on her road repair and explained that the road is a hazard.

Mr. Booth explained the county crews had been redirected to repair sidewalks at the schools. States we received notice that work will begin in 2 weeks. Mr. Booth explained we are doing the road at the least possible cost; if not it would be 10 years to accumulate sufficient funds to chip seal.

Commissioner Barnas stated if communications would have been handled better by the city on this we would not be here tonight. He adds that he hopes to see better communication in the coming year.

Mitch Knutson asked who makes the final decision on what the order of the roads to be pave are. Mr. Booth stated it is the county. Mr. Booth advised that there was less preparation work to be done on the other road and your road was put in second. He stated they are working on our projects under theirs. Mr. Knutson asked who at the county makes this decision. He added that he spoke to Brian Singleton at the county and was told that it is the city manager that makes the priority list. Mr. Booth states he chooses the roads to be done but it is the county that establishes the order. Mr. Knutson adds when he

spoke to Mr. Singleton, Mr. Singleton said that he was not aware that the commission wanting 222/154th done first and if he had he would have told the crew to do this first. Mr. Knutson stated that everyone in this neighbor is disappointed. Commissioner Barnas states that again communication was dropped somewhere.

Troy Cassidy pointed out the road to public utilities is generally priority.

Chris Scott, Dark Springs Madness and Mayhem Haunted House, would like to bring the event to downtown High Springs this year. Spoke to Bob Watson who advised there could be some vacant space in the museum.

Mayor Williams pointed out the building was not a museum but a community building for the community's use.

Mr. Booth advised to meet with him next week. General discussion.

Pete Croness asks what do we do if the job does not commence by the 18th. Mr. Booth states he will set a meeting with himself, the mayor and the county.

Mr. Croness requested updates on the website.

NEW BUSINESS

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

Resolution 2014-L was read by title only by Attorney Walker. Attorney Walker outlined the rates established.

Motion Commissioner Jamison to approve Resolution 2014-L as read by title only.
Second Vice Mayor Weller.

Thomas DePeter suggested keeping fire assessment in place to pay for fire truck as a referendum was not adopted to purchase the fire truck. He asked by the percentage the $83.00 is of the Fire Services Assessed Cost.

Chief Gillingham stated we just reevaluated the fire assessment and we do not have the information back from GSG as of yet. He stated that the $112.00 per home is the 50% mark based off the 2007/2008 figures. He adds that the $83.00 sits around 35%.

Paul Regensdorf spoke of his concern with the residential paying a flat tax whether they have a mobile home or 50,000 sq. ft. house also concerned with what commercial is paying at a 2,000 sq. ft. size.

Chief Gillingham explained the commercial is based off of man power, and it should wash. He states that a 2,000 sq. ft. commercial should be about the same as residential. He explained the reason the cap is at 40,000 sq. ft. is it is based off the amount of water they have on the trucks, what our water system will supply and the amount of staff available.

Roll call vote:
Commissioner Barnas -Yes
Commissioner Gestrin - No
Commissioner Jamison -Yes
Vice Mayor Weller Yes
Mayor Williams Yes

Motion carried 4 – 1 with Commissioner Gestrin opposing.

2. REVIEW AND CONSIDER AWARDING BID FOR IT SERVICES.

Mr. Booth advised we went out to bid for IT services and received one bid from Emerald Data Partners.

Eric May, Emerald Data Partners, states he would answer any questions if there is any.

Commissioner Barnas states he thinks that Mr. May bid properly. He gave an overview of work Mr. May has done for the city recently and spoke of the possibility that this could be considered this lobbing or influencing to getting this position. He adds this is the only bidder and feels this is a conflict. He would like see it go back out for bid to see if we could receive more bidders. He states he is concerned with the appearance.

Mr. May states being in the IT business you are trusted with everything a company has. Gave an example of Target. He states he has not contacted any of the commissioners regarding this selection. He adds that this is a very complicated client.

Vice Mayor Weller states she has no problem with how the bid was handled or with Mr. May being a former commissioner. She states that she does not think we can hold it against a bidder to have done previous work for us.

Commissioner Jamison asks if there is anything that could develop that is not in here and could skyrocket. Mr. May explained the bid's block hours. He stated there is an impending technical audit from the FDLE on the police department and this will take an estimated 15 hours; doesn't see anything else that would cause it to shoot up.

Vice Mayor Weller, recommended placing in the contract that anything over the billable hours have approval of the Commission.

Attorney Walker states generally those kinds of things are dealt with in the contract, and there can be a clause added to the contract. He states that you might want to have approval by the city manager in case you are in an emergent situation and have to wait for a city commission meeting.

Mr. May pointed out he had provided a contract with three options for hours over the 25 hours.

Commissioner Barnas states he would rather have attorney review the contract, would like to request that if we see expenditures go over the amount allowed that it be brought to the commission as per the resolution. He asks if we have over $100,000.00 in a budget, it is an approved budget and there is something that is $10,000.00 and it is within the approved budget does that override the resolution.

Commissioner Barnas left the meeting at 8:41 p.m. and returned 8:42p.m.

Thomas DePeter wanted clarification of bid, is it $2,500.00 per month. Mr. Booth stated it is for $30,000.00 a year, 25 hours per month. Mr. DePeter asked about carry over hours. Mr. May stated there we not carry over hours. He spoke of concern with rebidding and others now knowing this bid.

Paul Regensdorf spoke regarding the clause in the RFP, but does not see an issue with the previous work and Mr. May becoming familiar with the city's IT issues.

Mr. May explained the block hours.

Motion Commissioner Jamison to award bid for IT services to Emerald Data Partners with the contract to be negotiated with the issues discussed with the city manager.
Second Vice Mayor Weller
Motion carried 3 – 2 with Commissioner Barnas and Commissioner Gestrin voting against.

3. DISCUSS DOWNTOWN ENTERPRISE ZONE AND SALE OF ALCOHOL ON SUNDAY.

Commissioner Barnas states he placed this item on the agenda to see if there is support to hold a meeting to discuss service of alcohol on Sunday in the downtown area. He states what he would like to do is keep the distance from schools and churches and create an enterprise zone downtown in a four block area that allows service of alcohol on Sunday's. He asks the attorney if you can create a distinct zone that allows for an exemption.

Attorney Walker states you can remove the prohibition for the sale of alcohol on Sunday's. He adds that the state allows you to set your regulations regarding the sale of alcohol on a local basis. He states it is a little complex to create an enterprise zone itself. He states they can look into calling something different such as a downtown district.

Commissioner Gestrin questioned what the difference is between entertainment district and enterprise district as in the noise ordinance.

Attorney Walker states that the entertainment district never past, it was a nonstarter.

Commissioner Gestrin asks how does a new business coming to town know what the alcohol ordinance

is; is it on the website, who follows through with that.

Attorney Walker states that Mrs. Parham has gotten all the ordinances together and has sent them all off to Municode.

Vice Mayor Weller stated that she does not have a problem with alcohol being served on Sunday. Her questions if Commissioner Barnas is for allowing alcohol to be sold on Sunday.

Commissioner Barnas states his concept was in a four block area downtown to allow that on Sunday.

Vice Mayor Weller asked how would the distance issue play in with the churches in this district; asks if the distance issue would be removed for this district.

Commissioner Barnas states that the distance would have to be removed for anyone in that downtown district.

Commissioner Gestrin asks the attorney how you, for four block district, have a variance and yet it not affect the entire city; it is like dual enforcement.

Attorney Walker states that the concept is that we would establish a downtown district which would allow for the sale and consumption of alcohol in this four block area on Sunday. He adds that there would be a prevision that the distance from churches and schools shall not be looked at. He states the rest of the community will have the distance restrictions.

Motion Commissioner Barnas to have city attorney draft a change to alcohol ordinance that supports alcohol sale on Sunday in a four block downtown district.
Second Vice Mayor Weller.

Thomas DePeter states for clarification you allow alcohol sales on Sunday, just not liquor sales. He states the real dilemma is the school and church issue and it is the downtown churches that are protected by that rule.

Gordi Hubler, 60 North Main, spoke of his alcohol sales.

Mike Kearney states that we keep falling back on the downtown area, and need to consider 441as major part of High Springs.

Paul Regensdorf stated it is time to start thinking about making the town grow and alcohol is a small thing.

Commissioner Barnas amended motion to change alcohol to liquor.

Wallace Mazon states he thinks serving alcohol a good idea, should not impede on people's rights and feels it should be open to all of High Springs not use four blocks.

Motion fails 3 – 2 with Commissioner Barnas, Commissioner Gestrin and Commissioner Jamison.

Commissioner Jamison stated he would like to see it brought up later.

Motion Vice Mayor Weller to schedule a workshop to discuss allowing liquor sales on Sunday. Second Commissioner Barnas.

Motion carried 5 – 0.

4. CONSIDER RESOLUTION 2014 - K, A RESOLUTION ADJUSTING RATES FOR SOLID WASTE SERVICES, FOR COMMERCIAL CUSTOMERS TO REFLECT WCA BILLING FOR COMMERCIAL CUSTOMERS; PROVIDING FOR CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2014-K was read by title only by Attorney Walker.

Motion Commissioner Jamison to pass Resolution 2014-K as read.
Second Commissioner Barnas.
Roll call vote:

Commissioner Gestrin - No
Commissioner Jamison - Yes
Vice Mayor Weller - Yes
Mayor Williams - Yes
Commissioner Barnas - Yes

Motion carried 4 – 1 with Commissioner Gestrin opposing.

5. CONSIDER CONTRACT FOR THE MANAGEMENT OF THE HIGH SPRINGS FARMERS MARKET.

Attorney Walker presented the contract for the management of the Farmer's Market.

Attorney Johnson states the contract was drafted from the scope of work for the management advertised; previously when the contract was going to be given to just Ms. Gonzales the compensation for special events was reversed from75% to the contractor and 25% to the city to 75% to the city and 25 % to the contractor.

Attorney Walker states that he would suggest that it be made a straight percentage, which it would make it less complex.

Vice Mayor Weller questioned the record keeping requirements under the contract and whether the finance director reviewed those requirements. Mr. Booth stated that she has not as it happened before her time.

Motion Commissioner Barnas to approve the contract with Carol Rowan and Basti Gonzales with the change of 75% for the contractor and 25% to the city on all events.
Second Vice Mayor Weller.
Motion carried 5 – 0.

Commissioner Jamison left the meeting at 9:44 p.m. and returned at 9:44 p.m.

6. CONSIDER ORDINANCE 2014-02, AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION

MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 2014-02 was read by title only by Attorney Walker.

Mrs. Parham states we had an ordinance already but it needed to be updated.

Motion Vice Mayor Weller to adopt Ordinance 2014-02 as read into the record on first reading. Second Commissioner Jamison.

Discussion on water districts.

Roll call vote:

Commissioner Jamison - Yes
Vice Mayor Weller - Yes
Mayor Williams - Yes
Commissioner Barnas - Yes
Commissioner Gestrin - No

Motion carried 4 – 1 with Commissioner Gestrin opposing.

CITY ATTORNEY REPORT/UPDATE

1. Attorney Walker gave an update on Northend and Capital City litigation and report regarding on expanding Waste Water Plant.
2. Attorney Johnson stated they have another PBA meeting on August 28th.
3. Attorney Johnson stated that in November we advised the Pritchard case had been closed but the settlement was not signed and no check was cut; he is now filed a motion to reopen and there will be a hearing August 19th, will keep you posted.

CITY MANAGER REPORT/UPDATE

1. Going to create a page on the website informing citizens on what is going on in the community.

2. Railroad tracks will be removed; we will monitor.

   Mayor Williams questioned the property being abandoned. Attorney Walker advises that there is a whole procedure for abandoning railroad tracks.

3. Tentatively scheduled September 23rd as an informational workshop on dispatch.

4. Asked the attorney to prepare a resolution reducing utilities for non-profits by 50%.

5. Presented the draft capacity analysis report from Mittauer.

6. On September 25th there will be a check presentation ceremony for the Farmer's Market Pavilion Grant.

7. Received complaints on group home having 8 people, we are having the fire chief inspect.

8. Will be going on vacation August 17th – 26th and the city clerk will be in charge.

COMMENTS AND CONCERNS:

1. COMMISSIONERS

Commissioner Jamison – none.

Commissioner Gestrin stated that she thought, when we had the discussion regarding the group home, that there was to be a hearing or a meeting. She asked what transpired. Mr. Booth advised the neighbors realized that it was state law.

Commissioner Gestrin wants to see the contract with NCFRPC for revising the LDC and Comp. Plan.

Commissioner Barnas states that growth in sewer and capacity were flawed, the early numbers were flawed. He adds that what has also happened to keep that number lower is conservation. He stated that we need to consider teaming with Alachua for sewer on that side of the city. He stated he has a budget question with raises, merit or COLA and is it to start October 1 or staggered.

Discussion on raises proposed in the budget.

Mrs. Parham advised that there will be three more budget hearings.

Commissioner Barnas spoke of getting news out to public. He suggested the city getting a Facebook page and will give his Facebook page if they want to use it and take it over. He stated with the group home he received a call that there is a predator living there. He looked up the core of High Springs for 5 miles around and there is 29 in the area. He states he received a letter regarding a conflict he had with

an officer who was out of line at a previous commission meeting, and he sent an email to try to set a meeting with the city manager and the city attorney regarding this and it never happened. He stated he will handle himself and added it was very interesting watching the video of that meeting.

Vice Mayor Weller – none.

2. MAYOR

Mayor Williams stated tonight that he, the city manager and Vice Mayor attended the meeting in Alachua on the Transportation Surtax. He stated that County Road 236 is third on the list and expect completion in one to eight years. He added that the city manager, vice mayor, mayor and Commissioner Barnas will be attending the FLC Annual Conference in Hollywood, Florida.

Motion Commissioner Barnas to adjourn.
Second Vice Mayor Weller.

Meeting adjourned by Mayor Williams at 10:23 p.m.

P R O C L A M A T I O N
State of Florida
City of High Springs

WHEREAS, Halloween is the day when little witches and goblins shall come out of hiding and play their tricks and beg sweets; and

WHEREAS, it is a time for all grown-ups to remember when imaginations made life so much more exciting and interesting; and

WHEREAS, we all should turn on porch lights to show the way to homes of those who are still young at heart; and

WHEREAS, I, Byran D. Williams, Mayor of the City of High Springs, do hereby proclaim the night of Halloween, **Friday, OCTOBER 31, 2014,** from **6:00 P.M. TO 8:00 P.M.,** as **"TRICK OR TREAT NIGHT"** and ask all citizens of this community to participate in this celebration.

Signed and sealed this 9th day of October, 2014, A.D.

_____
BYRAN D. WILLIAMS, MAYOR

ATTEST: _____
ANGELA A. STONE
ASSISTANT CITY CLERK

SEAL

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this _____ day of _____, 2014, by and between the CITY OF HIGH SPRINGS, 110 NW 1st Avenue, a municipal corporation chartered under the laws of the State of Florida, hereinafter called **"CITY"** and **ROTARY CLUB OF HIGH SPRINGS** and **HIGH SPRINGS GARDEN CLUB,** hereinafter called **"LESSEES."**

WITNESSETH:

1. **DESCRIPTION OF PREMISES:** That for an in consideration of the covenants and agreements herein contained and the rents reserved and to be paid by the Lessees to the City, the City has leased, let and rented, and by these presents does lease, let and rent unto the Lessees the following described property in High Springs, Alachua County, Florida, to-wit:

   Lot 4 and that part of Lot 5 South of U.S.
   Highway 441, all in Block 42 of G.E. Foster's
   Addition in Section 34, Township 8 South,
   Range 17 East.

2. **TERM:**

   A. **Initial Term:** The Lessees shall have the right to have and to hold the above described premises for a term of one (1) year (consisting of twelve (12) calendar months) commencing the _____day of _____, 2014 hereinafter referred to as the Initial Term, subject to the parties' rights to renew this lease upon the same terms and conditions as set forth herein and subject to earlier termination as herein provided.

   B. **Extension Option:** This lease shall automatically renew from year to year, unless either party gives written notice at least thirty (30) days prior to the then-current Expiration Date. Such cancellation and termination shall be without penalty to either party and shall be effective within thirty (30) days after one party gives written notice of termination to the other. However, the giving of such notice shall not release either the CITY or Lessees from full and faithful performance of all covenants of this Lease during the period between the giving of notice and the effective date of cancellation and termination.

3. **USE AND POSSESSION:** Lessees shall use the leased premises for the purposes for which both of the Lessees are authorized under their respective charters. The Lessees agree that the leased premises shall at no time be used for any unlawful purpose. CITY may at any reasonable time enter upon the leased premises by its agent for the purpose of inspecting the same.

4. **RENTAL:** Lessees hereby covenant and agree to pay to the CITY, a yearly rent of Ten Dollars ($10.00), beginning on the commencement date of this Lease and continuing on the first day of each calendar year thereafter. Rent shall be paid to the CITY at the above listed address.

5. **UTILITIES:** Lessees shall pay one hundred percent (100%) of the utilities and other services furnished to the premises for the term of this Lease, including but not limited to electricity, gas, water, garbage, sewage, security monitoring, and telephone service. The Lessees shall split the costs of such utilities equally.

6. **NOTICES:** For purpose of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, addressed to the Lessees at their principal office address as set forth herein, and to the CITY at its principal office address as set forth herein.

7. **ALTERATIONS AND MAINTENANCE:** Lessees by occupancy hereunder, accepts the leased premises as being in good repair and condition and shall maintain the property in a clean and organized manner. However, should any damage occur to any portion of the buildings by reason of the negligence of Lessees, its agents, servants, customers or employees, such damage shall be promptly repaired by Lessees at their expense. Lessees shall keep clean of all trash and litter of any kind on the inside of said premises and the grounds immediately surrounding the building.

8. **TENANTS' INSURANCE REQUIREMENTS:** Lessees shall indemnify and hold harmless the CITY from and against all loss, damage, or claim of loss or damages suffered, sustained, incurred or claimed by any person, firm, or corporation because of damage to person or property sustained or alleged to have sustained while in, on, or about such premises, or as the result of Lessees use or occupation thereof. In addition, Lessees shall maintain liability insurance on all personnel. The Lessees at their own expense shall insure the improvements on the leased premises to the full insurable value thereof against fire and hazards covered by an extended coverage endorsement for the benefit of the CITY and the Lessees, each of whom shall be named in the policy or polices of insurance. Such insurance shall be written by a company to be approved by the CITY, and the CITY shall be furnished with a copy of all insurance policies and with documentary evidence that the premiums on such policies are currently paid. In the event the improvements on the leased premises are damaged or destroyed by fire or other casualty, all of the proceeds of the insurance policies provided for above shall be used to immediately replace the improvements or repair the same.

9. **ASSIGNMENT AND SUBLEASE:** Lessees covenant and agree not to encumber or assign this Lease or sublet all or any part of the leased premises without the written consent of the CITY.

10. **TAXES:** The Lessees shall not be obligated to pay any taxes assessed against the leased premises during the term of this lease.

11. **ALTERATIONS, IMPROVEMENTS AND FIXTURES:** Any and all improvements, additions, alterations or fixtures (including trade fixtures) placed on or made to the premises by Lessees during the term hereof, shall continue to be the absolute property of the CITY, free and clear of any and all claims of any third party, at the Termination of this Lease, unless otherwise agreed to by the parties. The Lessees shall not make any alterations or changes to the improvements on the leased premises which in any manner change or alter the structural portions thereof without the prior written consent of the CITY. The Lessees at their expense shall pay for all improvements placed on the leased premises and shall keep and maintain the leased premises and all improvements thereon in good and substantial repair during the term of this lease to the end that the expiration or termination of this lease. The leased premises shall be delivered up to the CITY in good and well kept condition, ordinary wear and tear and damage by the elements excepted; provided, however, that any damage done to the interior walls, floors, ceilings or fixtures not caused by ordinary wear and tear or by the elements shall be repaired in good and workmanlike manner by the Lessees at Lessees' expense with materials identical to or as near as may be to the original materials which were damaged. At the expiration or termination of this lease all improvements placed on the leased premises shall become the property of the CITY, it being understood between the parties that in the event the Lessees are not in default under this lease that Lessees may remove their personal property which is not affixed to the realty from the leased premises at the expiration of this lease; otherwise, that is to say, in the event this lease is terminated by reason of the default of the Lessees, Lessees shall not have the right to remove their personal property from the leased premises, and all such personal property shall stand to secure Lessees' performance under the terms of this lease and the CITY shall have a lien on such personal property for that purpose.

12. **CONSTRUCTION OF LANGUAGE:** The terms Lease, lease agreement or agreement shall be inclusive of each other, also to include renewals, extensions or modifications of the Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural and the plural to include the singular, when the tense requires. The paragraph headings and title are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

13. **SURRENDER OF PREMISES:** Lessees agree to surrender the premises at the end of the lease term to the CITY in good condition, allowing for reasonable use and wear and tear.

14. **TERMINATION:** In the event the Lessees shall fail to pay said rental, or any part thereof within ten (10) days after the same becomes due, or fail to perform and keep any of the covenants or obligations contained in this lease, or if the Lessees shall be adjudicated bankrupt or insolvent according to law, or shall make an assignment for the benefit of creditors, then and in any of said events, the CITY, after first giving the Lessees five (5) days written notice of its intention so to do, may at its continuing option cancel this lease and forthwith lawfully enter upon the leased premises and possess the same and expel the Lessees and those claiming by, through or under the Lessees without being deemed guilty of any manner of trespass and without prejudice to any remedies which the CITY might otherwise have and the Lessees covenant that in the event of any such action by the CITY that the Lessees shall indemnify and save harmless the CITY from any loss, cost, damage, liability or expense incurred by the CITY by reason of any such action.

15. **SUCCESSORS AND ASSIGNS:** This Lease shall bind and insure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto.

16. **NON-WAIVER:** No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition of any other covenant or condition of this Lease.

17. **SPECIAL PROVISIONS:** In the event the CITY sells the demised premises, the purchaser shall take ownership of the property subject to the lease. In the event of sale, Lessees may cancel this lease upon consent of both parties.

18. **GOVERNING LAW:** This Lease is made in the State of Florida for property located in Florida, therefore it is agreed by the parties hereto that the Lease will be construed using the laws of the State of Florida.

19. **BINDING EFFECT:** This instrument is binding upon the CITY, and the Lessees, their heirs, successors, and permitted assigns.

20. **ATTORNEY FEES:** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable fees of its attorney's and such other actions or proceeding in such amount as the court may judge reasonable under the laws of the State of Florida.

IN WITNESS WHEREOF, the CITY OF HIGH SPRINGS and LESSEES have caused this instrument to be executed as of the date first above written by their respective officers or parties thereunto duly authorized.

Signed, Sealed and delivered
in our presence as witnesses:

_____
.....

_____
.....
As to Lessor

(Corporate Seal)

LESSOR:
CITY OF HIGH SPRINGS

By_____
Byran Williams, Mayor

ATTEST:

_____
Jenny Parham, City Clerk

_____
.....

_____
.....
As to Rotary Club

(Corporate Seal)

ROTARY CLUB OF
HIGH SPRINGS, FLORIDA, INC.

By: _____
....., President

ATTEST:

_____
.....Secretary

_____
.....

_____
.....
As to Garden Club

(Corporate Seal)

HIGH SPRINGS GARDEN CLUB
By: _____
....., President

ATTEST:

_____
....., Secretary

AGREEMENT BETWEEN

CITY OF HIGH SPRINGS, FLORIDA

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

CONTRACT PERIOD

AUGUST 31, 2014 – JULY 31, 2017

ARTICLE
PREAMBLE

This Agreement is entered into between the City of High Springs, Florida (the Employer), and AFSCME Florida Council 79, (the Union). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

UNION RIGHTS

The City and the Union recognize that it is in the best interest of both parties, the employees and the public for all relations between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of the City and the welfare of its employees. The Union recognizes that in consideration of the commitments undertaken by the City in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his or her duties. To insure that this relationship continues and improves, the City and the Union and their respective representatives will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees employed in the bargaining unit. Each party shall bring to the attention of all employees in the unit, including new or probationary employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

Employees covered by this Agreement may be represented by Union representatives, when they so choose. Under the circumstances detailed below, an employee may designate no more than one Union representative to represent him or her, and that Union representative shall be allowed to utilized Union Pool Time, until such Pool Time is exhausted, to furnish the representation requested. The circumstances applicable to this paragraph are:

1. When an employee attends an investigatory interview in which a supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his or her conduct (the exercise of Weingarten Rights).
2. To represent an employee at his or her request at the Oral Step of the grievance process, as set forth in the Grievance Procedures herein.
3. To represent an employee at his or request at a Step 1, Step 2 or Step 3 meeting, as set forth in the Grievance Procedures herein.

The protracted absence or unavailability of a particular employee/Union representative may not be used as basis for an undue delay in an investigation of conduct or the processing of a grievance, and alternative Union representative may be designated.

Nothing in the Agreement shall prevent any employee from presenting his/her own grievances without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the collective bargaining agreement.

Employees in the bargaining unit shall have the right to join or refrain from joining the Union, and to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protections.

In addition to the use of Union Pool Time authorized above, the Union President or one alternate designated by the Local Union President shall be granted Union Pool time off from work, provided that such pool time has not been exhausted, for the purpose of attending to appropriate Union activities away from the workplace requiring his or her presence. The President's or alternate's use of paid leave shall be scheduled with the employee's supervisor with reasonable advanced notice, which scheduling shall not be unreasonably denied.

ARTICLE 1
RECOGNITION

The City hereby recognizes AFSCME as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the bargaining unit certified by the Public Employees Relations Commission.

ARTICLE 2
NON-DISCRIMINATION

The City agrees not to interfere with the right of any eligible employee to become a member of the Union. There shall be no discrimination against an employee by reason of race, creed, color, handicap, national origin, sex, marital status, union membership or activity or lack of union membership or activity.

ARTICLE 3
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1- DEFINITIONS

As used in this Article:

A. "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract, except as exclusions are noted in this Contract.

B. "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for the processing the grievance.

C. "Days" shall mean calendar days, excluding any day observed as a holiday pursuant to the personnel rules of the City's Personnel Policy and Procedure Manual, or holiday observed by the Union pursuant to a list furnished the city in writing, as of the effective date of this Contract.

Section 2- ELECTION OF REMEDY

A. Nothing in this Article or elsewhere in this contract shall be construed to permit the Union of an employee to process a grievance on behalf of any employee without his/her consent.

B. If an employee of the Union has a grievance which may be processed under this Article and which may also be appealed to the City Personnel Policy Manual, the employee or the Union shall indicate at the time the grievance is reduced to writing which procedure is to be used and such decision shall be binding on the employee or the Union.

Section 3. - Representation

A. If an employee selects a steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the Steward may be allowed to use from the AFSCME time pool for time off to investigate the grievance at the Oral Step and to represent the grievance at any Oral Step and Step 1 meetings that are held during regular working hours. Such time off shall be subject to prior approval by the Steward's immediate supervisor; however, approval of such time off will not be withheld, if the Steward can be allowed such time off will not be withheld, if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Steward's immediate supervisor will notify the greivant's supervisor prior to allowing the Steward time off to investigate the grievance.

B. Investigations will be conducted in a way that does not interfere with City operations.

C. The Steward in the same work location of the closest work location shall be selected to represent the employee.

D. A Steward, who has been selected to represent an employee as provided in this Article, will be considered a required participant at the Step 1 grievance meeting.

E. An employee, who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be considered a required participant at the Oral Step and Step 1 grievance meetings.

F. Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written grievance or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

G. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this contract, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be representative the union.

H. The filing or pendency of any grievance under the provision of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of: subject, however, to the final disposition of the grievance.

I. At any time if a meeting between a supervisor and employee evolves into a discussion of job performance and/or employee discipline, the employee has the right to have the Union Steward or other Union representative present during the discussion.

Section 4—THE GRIEVANCE PROCEDURE

A. General Rules for the Grievance Procedure

1. Employee GRIEVANCES FILED IN ACCORDANCE WITH this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievance.
2. Once a grievance is presented, no new violation or issue can be raised.
3. There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
4. The grievance may be filed facsimile, email, personal service, or via the United States Postal Service to the designated employer representative.
5. All grievances will be presented at the Oral Step, with the following exceptions:

a. If the grievance arises from the action of an official higher than Step 1 supervisor, the grievance shall be initiated at the Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within 10 days following the occurrence of the event giving rise to the grievance;

b. A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 days of the occurrence of the event giving rise to the grievance.

6. Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding step,

the City agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

B. THE STEPS

(1) Oral Step:

(a) An employee having a grievance may, within 10 days following the occurrence of the event giving rise to the grievance, present the grievance orally to his or her immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Oral Step, including meeting to discuss the grievance if such meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee or the employee's representative, if any, within 5 days following the date the grievance is received at the Oral Step.

(b) If the grievance is not resolved by such informal discussion, the employee may, within 5 days after receipt of the decision at the Oral Step, submit a formal grievance at Step 1 of this procedure.

(c) Failure to communicate the decision within the specified time limit shall permit the employee or the union where appropriate, to proceed to the next step.

(d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, at any specific instance, by mutual agreement up to an additional 10 days.

2. Step 1:

a. In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 City representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 City representative shall be submitted with grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.

b. The City's designated Step 1 representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within 5 days following the date the grievance is received at Step 1.

c. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 10 days.

3. Step 2:

a. If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Department head or his designated representative within 5 days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.

b. The Department head or his designated representative may have a meeting with the employee and/or the designated Union representative to discuss the grievance. The Department head or his designated representative shall communicate a decision in writing within 5 days following receipt of the written grievance.

c. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement up to an additional 10 days.

4. Step 3:

a. If the grievance is not resolved at Step 2, the Union, or the employee if not represented by the Union, may appeal the Step 2 decision, in

writing, to the City Manager or his designated representative within 5 days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted in Steps 1 and 2, together with all written responses and documents in support of the grievance. The City Manager's designated representative may have a meeting with Union to discuss the grievance. The City Manager's designated representative may have a meeting with Union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1, above.

b. The City Managers or the designated representative shall communicate a decision in writing to the employee and the Union within 10 days following receipt of the written grievance.

c. Failure to communicate the decision within the specified time limits shall permit the employee, or the Union where appropriate, to proceed to the next step.

d. The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits may be extended in writing, in any specific instance, by mutual agreement up to an additional 10 days.

5. Arbitration:

a. If the grievance is not resolved at Step 3, the Union may appeal the Step 3 decision to Arbitration on a Request for Arbitration form (to be

supplied by the City) within 30 days after receipt of the decision at Step 3. If at the initial written step, the Union refused to represent the employee because the employee was not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration.

b. Upon appeal to Arbitration, either or both parties to the grievance may agree to use the mediation services of the Federal Mediation and Conciliation Service (FMCS) to settle the dispute. If the parties are unable to arrive at a mediated settlement, either party may request the FMCS to provide a panel of five (5) arbitrators. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case may be) and the City shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the arbitrator. The Union or employee may, in its written request for arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator may be mutually selected by the parties to the arbitration proceedings in a manner other than outlined above.

c. The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.

d. Arbitration hearings shall be held within 30 days and at locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.

e. The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the city, the Union, the grievant(s) and the employees in the bargaining unit.

f. In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:

1. The arbitrator shall issue a decision no later than 30 days from the date of closing of the hearing or the submission of briefs, whichever is later.

2. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted.

3. The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.

4. The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Contract.

5. The arbitrator shall be without power of or authority to make any decisions:

a. Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Contract, or of applicable laws or rules or regulations having the force of law; or

b. Limiting or interfering in any way with the power, duties and responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Contract; or

c. Which have the effect of restricting the discretion of a Department Head or otherwise granted by law or the personnel rules of the City's Personnel Policy and Procedure Manual unless such authority is modified by this Contract.

g. The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

1. No award of back pay shall exceed the amount of pay the employee would otherwise have earned and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration;

2. The award shall not exceed the actual loss to the grievant and will not include punitive damages;

3. Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The City and the Union will evenly split the arbitrator's fee and expenses; and

4. The Union will not be responsible for costs of an arbitration to which it was not a party.

SECTION 5. – TIME LIMITS

A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee, or the Union where appropriate, to proceed to the next step.

C. Claims of either an untimely filing or untimely appeal shall be made at the step in question.

ARTICLE 4
DUES DEDUCTION

Dues; deduction and collection.- The City acknowledges that the Union shall have the right to have its dues and uniform assessments deducted and collected by the City from the salaries of those employees who authorize the deduction of said dues and uniform assessments. However, such authorization is revocable at the employee's request upon 30 days' written notice to the City and the Union. Said deductions shall commence upon the Union's written request to the City. Such right to deduction, shall be in force for so long as the Union remains the certified bargaining agent for the employees in the unit. The City is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments.

ARTICLE 5
EMPLOYEE-MANAGEMENT COMMITTEE

There shall be an Employee-Management Committee consisting of the following Association and Management Representatives:
A: Two (2) representatives of the Union and

B: City Manager.

The Employee-Management Committee shall meet quarterly on dates mutually agree upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and developmental operations. Additional meetings may be held by mutual agreement of the parties.

The Committee shall not engage in collective bargaining or resolution of grievances.

ARTICLE 6
PERSONNEL RECORDS

There shall be only one official personnel file for each employee, which shall be maintained in the City Clerk's office.

If derogatory material is placed in an employee's official personnel file, a copy will be sent to the employee. The employee will have the right to answer any such material filed, and the employee's answer will be attached to the file copy.

An employee will have the right to review the employee's own official personnel and any duplicate personnel file at reasonable times.

Where the City Manager or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in an employee's personnel file in error, or is otherwise invalid, such document will be placed in an envelope together with a letter of explanation. The envelope shall be sealed, and all pages of the document shall be designated "NOT VALID" and retained in the employee's personnel file.

ARTICLE 7
SENIORITY AND PERSONNEL REDUCTION

Seniority

Seniority shall mean an employee's continuous accumulated paid services with the City, which shall be computed from the employee's date of employment or re-employment. Seniority shall accumulate during all City authorized and approved leaves of absence, such as due to injury, illness, vacation, or any leave. However, seniority shall not accumulate during either leaves of absence without pay or suspensions without pay if the leave or suspension is in excess of four (4) continuous months.

Vacations

Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

Layoff and Recall

In the event the City determines that a reduction in the workforce (layoff) is necessary, the City will ameliorate the impact of such action in the following manner:

In the event of a layoff for any reason, probationary employees do not have recall rights and will be laid off first. Following probationary employees, employees will be laid off in the inverse order of their seniority. Should there be a tie in seniority, the employee with the lowest average score of the past two (2) performance evaluations shall be laid off first.

Any employee to be laid off, who has advanced to his or her present classification from a lower classification, in which (s)he held a permanent appointment, could be given a position in a lower classification and his seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. A laid-off employee shall have recall rights to the prior classification he held before the onset of the layoff procedure for a period of 12 months following layoff. Employees shall be called back from layoff with seniority being the determining factor.

An employee shall be notified of his recall to work by certified mail, mailed to his address maintained in the records of the official personnel file. The recall notice must be answered by the employee in writing within ten (10) calendar days of the employee's receipt of the recall later. Upon recall, all credit for seniority shall be restored. Failure to respond to recall within the same time stipulated shall result in the employee's loss of recall rights with the City.

An employee who is laid off pursuant to this Article, provided the insurance carrier concurs, shall be given the opportunity to continue insurance coverage in existing programs to the extent allowed and subject to the conditions of State and Federal laws, including, but not limited to, the Consolidated Omnibus Budget Reconciliations Act (COBRA). An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation time.

ARTICLE 8
LEAVE OF ABSENCE

Leave of Absence Without Pay

a. The City Manager may grant any employee a leave of absence without pay upon the recommendation of the immediate supervisor. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holiday pay, sick leave, annual leave, any other benefits based on time spent in the employ of the City shall not accrue during a leave of absence without pay, provided, however that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Pay or other increases for which an employee may become eligible based in whole, or in part, on length of service with the City shall not be credited during any period of leave of absence without pay in excess of 21 calendar days.

   An employee shall return from a leave of absence at the employee's rank and rate of pay at the time of the commencement of the leave.

b. A leave of absence without pay taken during the probationary period shall extend such probationary period the length of time necessary to equal the leave. The employee shall return to the position upon expiration of the leave of absence and may return at a date prior to the expiration of leave of absence with the approval of the immediate supervisor.

Bereavement Leave

A. The City shall grant an employee up to three (3) consecutive workdays without charge to sick leave, annual leave, holiday time or other accumulated time, due to a death in his/her immediate family. The term "immediate family" shall mean, for purposes of this section, the spouse, child, step-child, parent, step-parent, brother, sister, step-brother, step-sister, grandparent, grandchild, aunt or uncle of an employee or an employee's spouse, or any other family member as defined by a court ordered guardianship. In the event that a funeral takes place outside the state of Florida, the Union may grant an additional two (2) workdays of bereavement leave.

B. The City may grant an employee reasonable time off to attend the funeral of a person who is not a member of the employee's immediate family but with whom the employee had a special relationship. Time off under this paragraph will be charged against the employee's accumulated sick time or, if there is not adequate sick time, to the employee's vacation time, or if there is not adequate vacation time, will be charged as leave without pay.

C. All bereavement leave must be pre-approved by the City or his designee prior to being taken. Within thirty (30) calendar days from the date the employee returns to work from a death in the family or as otherwise provided herein, the immediate supervisor or his designee may request the employee to provide a copy of the death certificate, obituary notice or other documented proof of the deceased person. Failure to produce upon request a death certificate, obituary notice or other documented proof of the deceased person will result in the employee reimbursing the City for any paid leave taken under this article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

PAID TIME OFF

Paid time off (PTO) provides all full-time staff employees with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have department head approval, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time, floating holiday and vacation.

All accrued sick time that current employees have earned at the time of transition to PTO will be placed in individual sick banks for each employee. Employees can use their individual sick leave bank for extended sick leave absences (more than 3 days) only, and they can use it for their own illness or for an FMLA leave for a dependent's illness. Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

- Resignation after 15 years of continuous service up to 360 hours
- Retirement and/or death after five years of continuous service up to 720 hours

Employees who are terminated voluntarily without a two-week' notice and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO. Department Heads who resign without a 30 day notice are not entitled to payment for accrued, unused PTO, unless approved by the City Manager. Employees who resign or retire will be paid for all unused, accrued PTO up to 800 hours. Pay will be automatically reduced for any unearned PTO that has been taken. PTO cannot be paid out while employed. It is expected that a terminating employee will work the entire time designated by his or her notice, at the convenience of the City, without using PTO.

A maximum of 800 hours PTO can be carried over to the next calendar year. The total number of hours carried over from one year to the next can never exceed 800. Any PTO in excess of 800 hours will be lost if it is unused in the calendar year, unless extenuating business circumstances have prevented the employee from taking scheduled PTO. In such cases, PTO may be carried over and taken in the first half of the next year with the approval of the department head and the City Manager.

The Department Heads shall determine when paid time off shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads.

Employees will earn one day of PTO incentive for not calling out eight hours or less before their shift starts in a six month period of time, based on January 1 to June 30 and July 1 to December 31. An employee can earn up to a maximum of 2 days per year.

All regular full-time employees covered by this article shall earn Paid Time off in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	PTO Hours per Year
Less than One Year	5.55 Hours	144 Hours
One to Five Years	7.70 Hours	200 Hours
Five to Eleven Years	8.63 Hours	224 Hours
Eleven to Twenty Years	10.16 Hours	264 Hours
Over Twenty Years	11.70 Hours	304 Hours

Military Leave

An employee within the bargaining unit who is commissioned reserve officer or reserve enlisted personnel in the United States Military, Naval Service, Coast Guard or member of the Florida State National Guard shall be granted a leave of absence from his/her respective duties in accordance with the terms of Chapters 115 and 250, Florida Statutes, during such instances when they are ordered to military service or field training. Accordingly, an employee who is called to perform active military service shall be granted a leave of absence for said service as specified in the State statute, and the first thirty (30) calendar days of any such leave will be without loss of pay. An employee who is ordered to field training in an active or inactive duty training status shall be granted a leave of absence as specified in the State statute for such service, and shall suffer no loss of pay for period not to exceed seventeen (17) working days in any one (1) fiscal year.

An employee who obtains leave under this section of this article shall be required to submit an appropriate form to the immediate supervisor as well as submit an order or statement from the appropriate military commander as evidence of any such duty.

An employee serving on a military leave of absence will retain seniority and continuous service rights.

Family and Medical Leave

A member of the bargaining unit shall be entitled to family and medical leave to the same extent and in the same manner as all city employees.

ARTICLE 9
PROBATIONARY PERSONNEL

A. Initial Probation

Each newly-hired or rehired employee in the bargaining unit shall serve a probationary period not to exceed 365 days during which time the employee shall not be entitled to any seniority rights but shall be subject to all of the terms and conditions of this Agreement. Upon completion of said 365 days, the employee shall be known as a regular, full-time member and seniority rights shall accrue from the commencement of the probationary period.

An employee, while on initial probation, shall be entitled to any across-the-board increase, percentage increase or bonus provided for in this Agreement which occurred at the end of the employee's probationary period.

An employee who does not satisfactorily complete his/her initial probation shall be terminated and shall have the right to grieve whether or not the termination was justified. Such grievance may only be processed up to Step 3 of the Grievance Procedure, as set forth in this Agreement, and the decision at that step shall be final.

B. Promotional Probation

An employee who is promoted shall serve a probationary period of nine (9) months, during which time the employee shall accrue seniority rights with the Department but not at the promoted classification. Upon completion of said nine (9) months, the employee shall be entitled to accrue seniority rights at the promoted classification retroactive to the commencement of the promotion.

An employee returned to the rank held prior to probation within the first 90 days of probation shall have the right to grieve the decision, and the grievance will be limited to and may only be processed up to Step 3 of the Grievance procedure, as set forth in this Agreement, and the decision at that step shall be final. An employee returned to the rank held prior to probation after the 90th day of probation shall have the right to grieve the decision, and the grievance will not be limited to Step 3 of the Grievance procedure set forth in this Agreement.

ARTICLE 10
BULLETIN BOARDS

Where a bulletin board is available, the Union agrees to provide to space on such bulletin board for Association use. Where a bulletin board is not available, the City agrees to provide such board.

The City shall permit the Union to post notices of the Union's business and matters relating to the Administration of this Agreement.

ARTICLE 11
VOTING/POLITICAL ACTIVITY

During a primary, general or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two hours before or two hours after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 12
RULES AND REGULATIONS

The City's Personnel Rules and Regulations and the Union's Rules, Regulations, Directives, Orders and Standard Operating Procedures shall be applicable to all members to the extent they do not conflict with this Agreement.

Prior to the City implementing any change to its Personnel Rules and Regulations, the Union shall be provided five (5) days notice and an opportunity to discuss such change(s). However, under emergencies classified as such by the City Manager, changes may be made without notice until the situation is resolved, wherein the change would be noticed with an opportunity to discuss as provided for in this paragraph.

The City agrees to meet with the Union within sixty (60) days after the implementation of this Agreement for the purpose of discussing new rules and regulations.

The City will provide each newly hired or rehired employee with a copy of all of the City's Personnel Rules and Regulations and the Union's Rules, Regulations, Directives, Orders and Standard Operating Procedures.

It shall be understood that the Union may modify, change, remove or add to any Union Rule, Regulation, Directive, Order, or Standard Operating Procedure as long as it does not conflict with any of the provisions of this Agreement.

Any changes to a member's compensation, terms and conditions of employment or benefits, which are not resolved after meeting and conferring shall be subject to impact bargaining.

ARTICLE 13
TEMPORARY ASSIGNMENT TO A HIGHER CLASSFICATION

Employees temporary filling, or interacting capacity a position in higher rank shall receive a rate of at least give percent (5%) higher than the employee's base rate of pay after serving in that capacity for at least forty (40) hours.

ARTICLE 14
TRAINING

A. Where the City requires an employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with hours of work and overtime.

This Article shall not apply to training where the training is at a location outside of the City of High Springs or for a duration in excess of two (2) days.

ARTICLE 15
UNION REPRESENTATIVE

The Union shall be represented by its President or his designee.

An employee representative of the Union shall be permitted reasonable access to all Union work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement. The Union shall inform the City of the identity of its representative at least forty-eight (48) hours prior to obtaining access provided in this paragraph, unless the parties agree otherwise.

One (1) employee representative of the Union who is engaged in the negotiation of the successor contract shall be allowed to attend the negotiation sessions that occur within his/her normal duty hours without loss of pay or benefits.

ARTICLE 16
WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Personnel Policy and Procedure Manual, as may be amended, in accordance with the law.

ARTICLE 17
INSURANCE/RETIREMENT

The City agrees to furnish all full-time members of the bargaining unit with the same insurance coverage, benefits and plans that are offered to all general employees.

The City agrees to pay the entire premium for the employee's coverage. The employee shall be responsible for payment of the premium for the employee's spouses and/or dependents, if desired.

The City agrees to enroll all members of the bargaining unit in the Florida Retirement System (FRS), upon application to and acceptance by FRS. If determined eligible by FRS, employees who were enrolled may purchase coverage in FRS, retroactive to the date of their employment.

ARTICLE 18
HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

A. A normal work period for members covered by this Agreement shall depend on their schedule, that being one (1) normal Ten (10) hour shift or one (1) normal 8 hour shift, depending on the employees position with the City.

B. If an employee covered by this Agreement is called out to work at a time outside their normal working hours, they shall receive a minimum of two hours' pay or actual time worked, whichever is greater.

C. In the event an employee is off duty and placed on "stand-by" in anticipation of a disaster or similar circumstance, that employee will be paid one half of their base pay rate for those hours on stand-by.

D. A seventy-two (72) hour notice shall be given to the employee prior to any change in a scheduled work shift in excess of three working days unless there is an emergency as classified by the City Manager.

E. For purposes of determining overtime, hours worked shall not include time off taken for vacation, sick leave, bereavement leave, or time taken off for holiday

leave but shall include time spent in training, travel to and from court, and time actually working a shift.

F. Extra duty assignments of a nature other than working over at the end of a shift or coming in early for a shift will be assigned by rotation on the basis of seniority, starting with the employee having the greatest seniority. Should an employee be offered an overtime or extra duty assignment and decline that assignment, their name will be placed on the bottom of the list. In certain cases an employee may wish to not work extra duty or overtime assignments. In that situation, an employee may request, in writing, to have their name removed from the list.

G. No employee shall work more than sixteen (16) hours per day, sixty (60) hours per week or one hundred twenty (120) hours per pay period without permission.

It is the policy of the City to provide a system of compensation for employees who work during assigned hours (non-emergency) and during times when a declared City Emergency exists.

The normal work week for fulltime employees is 40 hours. Hours worked per day and work assigned is established by the Department Director.

All full-time employees are required to be present at their assigned workplace for the total hours of their normal work week unless absence is authorized by the Department Director. All absences must be properly recorded and charged against the employee's appropriate leave.

Part-time employees are required to be present at their assigned workplace for the total hours for which they are being compensated, unless absence is authorized by the Department Director. All absences must be properly recorded.

Required attendance of training courses will be considered as hours worked, for a maximum of 8 hours per day.

Except for employees recalled to work after the regular work shift, travel to and from an employee's home and the employee's regularly assigned workplace will not be counted as hours worked.

STAND BY

Employees who are on a standby status will be compensated in accordance with their department directives/policies.

RECALL

An employee called to work after the regular work shift will be paid a minimum of two hours.

A minimum of two (2) hours will be paid for all call outs after normal working hours. If an employee works more than two (2) hours on the problem, the employee will be paid for the total hours actually worked.

When an employee is recalled to work after the end of his normal shift, travel to and from an employee's home and the employee's regularly assigned workplace will be counted as hours worked.

WORK BREAK

Each administrative area may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

No single work break will exceed fifteen (15) minutes absence from the employee's work station.

An employee may not accumulate unused work breaks.

Work break time cannot be used to cover for employees' late arrivals or early departures from duty.

Permission to take work breaks is based upon workload demands and may not be unreasonably withheld at the discretion of the supervisor.

ARTICLE 19
CORRECTIVE ACTION

It shall be the duty of each member to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the City in keeping with the Oath of Office; the laws of the United States, the State of Florida and the City of High Springs; provision(s) of Departmental or City Rule(s) or Regulation(s) and Standard Operating Procedure(s) and other Directive(s).

The City has the right to take corrective action against an employee for unsatisfactory work, misconduct or for other just cause. "Corrective action" shall mean disciplinary action including, but not limited to, written reprimand, suspension or discharge.

The City follows a system of progressive discipline in that the City imposes a level of discipline necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises.

Progressive discipline assures that discipline is administered consistently and in a non-discriminatory manner.

Based on the severity of the offense, disciplinary action imposed by the City for the first or subsequent offenses may include a suspension without pay, a reduction in salary, demotion or discharge.

Actions that may result in the immediate removal of an employee from the work site include, but are not limited to: criminal misconduct, arrest for domestic violence, assault, battery, theft, insubordination, sabotage, any threat to the safety of employees or the public and/or suspected drug or alcohol use on the job.

Disciplinary actions are as follows:

1. Written Reprimand: Issued by management when counseling has not resulted in a satisfactory change in the employee's conduct or work performance or when counseling is not deemed by management to be sufficiently severe for the offense.
2. Suspension: Issued by management for the good of the City or for other just cause or when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site, which includes loss of pay for the time specified.
3. Discharge: Issued by management for just cause or when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for discharge is not required for an initial probationary employee who fails to meet probationary standards. A discharge is a permanent separation from and termination of employment with the City.
4. Other types of disciplinary action may be appropriate including, but not limited to, reduction in pay or reduction in classification (i.e. demotion).

An employee being considered for discipline that constitutes anything greater than a written reprimand shall receive notice of being considered for such discipline at least twenty-four (24) hours in advance of such action being taken in writing unless conditions as deemed by the immediate supervisor exist which would require immediate action or circumstances by the affected employee exist which make such advance notice impossible.

Administrative leave or a suspension with pay may be utilized for the purpose of an investigatory procedure or pending investigation. The immediate supervisor or his designee shall make the determination of whether an employee shall be placed on administrative leave or suspended with pay, in his sole discretion.

Appeal and grievance rights of employees are provided in other Articles within the Agreement.

ARTICLE 20
HOLIDAYS

The City recognizes the following as paid holidays for bargaining unit employees:

Martin Luther King, Jr.'s Birthday – Third Monday in January
New Year's Day – January 1
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – First Monday in September
Veterans' Day—November 11
Thanksgiving Day—Fourth Thursday in November
Day after Thanksgiving—Fourth Friday in November
Christmas Eve—December 24
Christmas Day—December 25
Employee's Birthday (Floating)

1. Each member of the bargaining unit will receive eight hours holiday pay for each holiday listed above at his/her regular rate of pay.
2. An employee who works on a holiday will be paid at a rate equal to one and one-half (1 ½) times his/her regular hourly rate. For calculation of hours worked at the overtime rate, the holiday shall start and end at midnight and hours worked between those time periods will be counted at time and a half regardless of the employee's shift starting and ending times.
3. An employee who is scheduled to work and who wishes to take the holiday off, must obtain the approval of the immediate supervisor or his designee.
4. If a holiday falls while an employee is on vacation, it will be paid as a holiday and not charged to vacation time for that day. The City may fill holidays that fall during scheduled vacation.
5. Bargaining unit employees who are working and/or on standby will receive one (1) day off for each nonscheduled "emergency day off" granted by the City Manager or the Mayor to non-bargaining unit employees who are paid. Said days off must be scheduled with the approval of the immediate supervisor.

ARTICLE 21
MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not expressly abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of the City government; to determine the purpose of each of its constituent

departments; to exercise control and direction over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchases; to establish, modify, combine or abolish job pay positions; to change or eliminate methods of operations, equipment or facilities.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

The exercise of such rights shall not preclude the Union from raising grievances, should decisions of the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.

Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE 22
WAGES

Effective August 31, 2014, and for Fiscal Year 2014, all members of the bargaining unit shall receive a 0% base salary increase.

Effective August 31, 2014, and for Fiscal Year 2015, any base salary increase shall be determined through re-opener negotiations of Article 26 "Wages" at the request of the City or the Union. If either party desires to re-open Article 26 for fiscal year 2015, it must officially notify the other party of its intent no later than February 1, 2016.

All of the above changes are inclusive of any and all Cost of Living Adjustments.

ARTICLE 23
SAVINGS CLAUSE

All job benefits hereto enjoyed by the employees who are not specifically provided for or abridged by the Collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida. The ordinances of the City of High Springs, or the personnel rules and regulations of High Springs not in conflict with this Agreement.

ARTICLE 24
SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any article be rendered invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 25
STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slow downs, boycotts, or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work, work stoppage, picket line, slow down, boycott, or concerted failure or refusal to perform assigned work may disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that the City is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

"Picketing" as used herein shall mean any action, which has the effect of preventing employees from reporting to or continuing work or preventing the public form entering public facilities.

ARTICLE 26
AGENCY ASSIGNED VEHICLES

A. The immediate supervisor reserves the right to establish the availability of vehicles, positional assignments, and the process by which vehicle assignment will be made, to monitor the program to ensure compliance with the policies governing the use of the department vehicles, and to suspend or terminate an assignment or the program.
B. Not withstanding the language in Paragraph A, an employee is authorized to drive his/her agency-assigned vehicle to and from the employee's home so

long as the employee's home is within twenty (20) miles of the City limits. The employee may also use the vehicle for training, special details and other needs as designated or approved by the immediate supervisor.

ARTICLE 27
CLOTHING AND UNIFORM ALLOWANCE

The parties acknowledge the special environmental concerns which arise as a result of working with microorganisms associated with waste, reclaimed water and water treatment activities. The City will provide a Uniform cleaning service for employees engaged in such activities no less than once per week.

Any member of the bargaining unit engaged in such activities will be issued 4 new shirts and 4 new trousers per year, if requested. In addition such employees will be given a shoe allowance of $100 per year on October 1st.

ARTICLE 28
DISABILITY AND MEDICAL EXAMINATIONS

Applicants will be required to take a medical and/or psychological examination after they have been provided a conditional letter of hiring to determine their fitness for duty.

If, with the prior approval of the City Manager, an applicant is placed on the payroll prior to having completed a required medical and/or psychological examinations; such employment will be conditioned upon the satisfactory completion of such examinations.

Employees may be required to take a medical and/or psychological examination at any time by the City for reasons connected with their job (e.g. an accident on the job or fitness for duty).

Applicants who refuse to take a medical examination as indicated above will be denied employment. Employees who refuse to take a medical examination as indicated above will be terminated.

Applicants and employees who are directed to take such examinations as indicated above shall not be employed, or if previously employed, shall be terminated immediately if the results of the examination show that they are either mentally or physically unable to perform the essential functions of the job. However, if they have a legally recognized disability, they will be terminated only if they cannot be reasonably accommodated to perform the essential job functions of the job without undue hardship on the City and such action shall be subject to applicable federal, state and local laws dealing with handicap status.

Subject to applicable laws, or based on reasonable suspicion or legally sanctioned random testing, all medical examinations required to be taken as indicated above shall

include testing to determine the presence or absence of illegal controlled substance(s) in their body. Drug testing will be conducted under the Drug and Alcohol Policy of the City.

ARTICLE 29
DRUG TESTING

Subject to applicable laws, or based on reasonable suspicion or legally sanctioned random testing, the City will require testing for the use of illegal controlled substances as a condition for employment or continued employment with the City. A positive test result or refusal to submit to drug testing will result in the applicant being denied employment or the employee being subjected to disciplinary action in accordance with the City's drug policy.

ARTICLE 30
PERFORMANCE EVALUATIONS

The parties agree that an evaluation is a series of observations by a supervisor about the performance of a job by an employee over a set period of time based on procedures, forms and standards as approved by the City Manager. It is a tool designed to give employees constructive feedback about their performance in an effort to improve and enhance that performance and to correct deficiencies. It helps familiarize supervisors with information designed to assist him/her in becoming an effective evaluator of employee performance.

Performance evaluations will be conducted annually for regular full-time and part-time employees and as determined necessary by the Director to assist and employee in the improvement of his performance.

Performance evaluations are considered in determining advancement, disciplinary actions and other job actions.

Any employee not on probation who receives an overall rating of unsatisfactory shall be placed on probation not to exceed 180 days. The employee will be provided with a plan to improve his performance and periodically evaluated during this probationary period to ensure performance is satisfactory. If performance does not reach satisfactory performance during the probationary period the employee's probationary may be extended or he may be terminated.

ARTICLE 31
PROBATIONARY PERIOD

With the exception of temporary employees, all newly hired and promoted employees, which shall include voluntary transfers and involuntary transfers, shall be on probation for a period of twelve (12) months.

If the employee's service is unsatisfactory during the probationary period, the employee may be removed at any time during or at the end of the probationary period by the Department Director and City Manager.

When an employee is promoted to a higher level job classification where a license or certification is a City requirement for holding the position, the probationary period may be extended upon recommendation by their Director, for up to an additional ninety (90) days, with the approval of the City Manager.

When an employee is promoted to a higher level job classification where a license or certification is a City requirement for holding the position, the probationary period may be extended, with approval by the City Manager, to successfully obtain the license or certification. During the probationary period, the employee shall serve in the position to which he was promoted at the will and pleasure of the City Manager.

ARTICLE 32
TERM OF AGREEMENT

This contract is effective August 31, 2014, and will remain in effect through July 31, 2017.

For fiscal years 2015 and 2016, there shall be an automatic wage re-opener and each party shall have the right to re-open another article.

New Collection Services for 2014

"Our loyalty lies in the health of our community and customers we care for each and every day"

WCA is proud to serve the High Springs community and is sending out this friendly remember of the important services and benefits of your solid waste program.

As a quick reminder:

- All garbage, yard waste and recycling is done on Friday.
- All bulk / white goods collection is done on the 1st & 3rd Fridays.

Literature about service guidelines was delivered to each of the residents in April and it has instructions on where to place the Carts and Bins at the curb. It also includes information on the items that are part of the Recycling program. If you have misplaced or lost your informational brochures, please contact WCA to receive one. In the meantime please refer to the updates below.

- The WCA Team

Updates for trash and recycling collection:

- Each household has received One (1) Garbage Cart and Two (2) Recycling Bins during the initial roll-out process. If a household desires another Cart or Bin they can call either the City of High Springs or WCA for them to be delivered. Contact City Hall for further information on receiving an additional cart some charges may apply.
- All of the garbage, recycling, and yard waste collection services will be provided on Fridays. If the collection day falls on a holiday, the collection services will be moved to the next day. (Saturday)
- It is recommended that homeowners should keep their old trash cans for yard waste. Loose yard waste debris must be in either paper bags or other container - NO plastic bags. Non-containerized limbs and brush must be tied and bundled and be less than 4' in length and 8" around and weigh less than 50 pounds.
- For the collection of Bulk / White goods or if you have excessive garbage or yard waste please call either City Hall or WCA for pickup. This special pickup is done the first and third Fridays of the month and includes electronics, grills, furniture, and appliances.

Items that can be recycled:

Boxboard cardboard

Paper

Aluminum

Plastic

www.wcawaste.com

For questions, please call:
352-377-0800

WCA - Florida
5002 SW 41st Blvd.
Gainesville, FL 32608

Commission Agenda Item Request Form

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

RECEIVED
OCT 1 2014

MEETING DATE: OCT 9

SUBJECT: CODE ENFORCEMENT

AGENDA SECTION: OLD BUSINESS

DEPARTMENT: CITY POLICY

PREPARED BY: BOB BARNAS

RECOMMENDED ACTION: DISCUSS SCOPE OF CODES
SEND CODES TO FIRE DEPT.

Summary

DISCUSS RECENT CODES INCIDENT AT JODIES BARBER SHOP. DISCUSS AUTHORITY OF CODES, AND CONSIDER SENDING TO F.D.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

Commission Agenda Item Request Form

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

MEETING DATE: OCT 9

SUBJECT: STATUS OF POLICE CHIEF SEARCH

AGENDA SECTION: OLD BUSINESS

DEPARTMENT: BUDGET

PREPARED BY: BOB BARNAS

RECOMMENDED ACTION:

Summary

UPDATE ON SEARCH AND PAY AND REQUIREMENTS.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

Commission Agenda Item Request Form

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

MEETING DATE: OCT 9

SUBJECT: TAX ABATEMENT

AGENDA SECTION: OLD BUSINESS

DEPARTMENT: BUDGET

PREPARED BY: BOB BARNAS

RECOMMENDED ACTION:

SEND TO ACPA

Summary

DISCUSS WHERE PLANTATION OAKS TAX ABATEMENT IS AT.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

HIGH SPRINGS CONTRAT FOR IT SUPPORT SERVICES WITH EMERALD DATA PARTNERS

THIS AGREEMENT is made and entered into this _____ day of October, 2014, by and between ELGIE MAY, LLC, a Florida limited liability company, d/b/a Emerald Data Partners, whose address is 23212 NW 201st Lane, High Springs, FL 32643, hereinafter referred to as "Contractor," and the CITY OF HIGH SPRINGS, a municipal subdivision of the State of Florida, whose address is 110 NW 1st Ave, High Springs, Florida 32643, hereinafter referred to as the "City", to provide technology services.

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

1. **Scope of Services:** The Contractor will provide network engineering, device monitoring, and protection services for the City's equipment which are described in the attached **Schedule A** attached to and hereby incorporated into this Agreement. Any device that fits into a classification contained on **Schedule A** will be protected and billed for according to this Agreement. As items are added to or removed from the City's network, proper billing adjustments will be made.

   The details of the services the Contractor will provide are set forth in **Schedule B** attached to and hereby incorporated into this Agreement.

2. **Designated Contractor:** The Contractor has designated Eric May (eric.may@emeralddata.us and 352-231-8945 x 101) as the account executive to serve as the primary contact for the City for all issues that are not service requests. The Contractor may add or delete designated persons by providing the City written notice.

3. **Service Requests:** The City may make service requests (or tickets) to the Contractor by:
   - **a.** Calling the Contractor's offices and speaking with the help desk; or
   - **b.** Critical level service requests must be initiated by telephone call to be guaranteed Service Level Agreement compliance; or
   - **c.** Contacting the Contractor through its web portal for noncritical level service requests; or
   - **d.** Sending an email to helpdesk@emeralddata.us from an email address registered with the City's account for noncritical level service requests.

   Service requests are categorized and response times are set forth on **Schedule C** attached to and hereby incorporated into this Agreement.

4. **Payment:** The City agrees to pay the Contractor for the following services:
   - **a.** Device monitoring and protection;
   - **b.** Network engineering services;
   - **c.** Database administration;
   - **d.** The City may purchase hardware directly from the City's supplier or through the Contractor. If the City purchases through the Contractor, the Contractor has the right to require payment before placing the order for the hardware;
   - **e.** Desktop and server backup services and mobile device management;
   - **f.** Network security auditing;
   - **g.** IT Policy drafting and consulting;
   - **h.** Other related services.

   The Contractor will provide the City an invoice on a monthly basis for services. The hourly rates, block hours, and other financial considerations are defined in **Schedule D**, attached hereto and incorporated herein.

   The City agrees to review the invoices and contact the Contract within 20 days of receipt of the invoice should the City have any problem, issue, concern or objection to the invoice. If the City does not pay within 30 days of receipt of the invoice, the Contractor may charge a one percent per month service charge on any unpaid amounts. Both parties agree to work together to resolve any problems, concerns, or objections regarding the invoice.

   The City's Finance Director shall review and verify all invoices for accuracy and disburse of payment.

5. **Confidential Information:** The Contractor shall not disclose the "Confidential Information" (defined in Section 6 of this Agreement) of the City for the term of this Agreement and therefore for as long as the Contractor has access to such information. The Contractor may have to disclose information regarding the City's hardware, software and networking structure as the Contractor works with third-party suppliers and vendors on behalf of the City. The Contractor agrees to take such measures to protect the Confidential Information of the City as the Contractor takes to protect its own.

   The City agrees not to disclose the Confidential Information of the Contractor for the term of this Agreement and thereafter for as long as the City has access to such information. The City agrees to take such measures to protect the Confidential Information of the Contractor as the City takes to protect its own.

6. **Public Records:** Pursuant to Florida Statute 119.0701 the parties agree to the following:

(a) During the term of this Agreement, the Contractors shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the City, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b) The Contractors shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Contractor's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

(c) During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, proprietary information, technical data, trade secrets, including, but not limited to research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information." Confidential information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act or omission of either party or others who were under

confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(d) The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the City from all claims and damages related to any disclosure of documents by the City.

(e) If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.

(f) If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement.

7. **Cooperation:** Both parties agree to fully cooperate with each other in the execution of this Agreement. The City agrees to grant the Contractor physical access to all equipment used as part of its network; appropriate security clearance and associated credentials for all devices and services used as part of the City's network; access to key personnel needed for information, approval, or other actions required in connection with the Contract's service delivery. The access and information in this section may be required outside of normal business hours. The City shall make appropriate arrangements concerning locks, powers, security systems, security guards, lighting, air-conditioning, machine availability, internet availability, and any other factor necessary for the Contractor to access the City's equipment and network.

8. **Employees and Subcontractors:** The Contractor may employee as many contractors or assistants as it deems appropriate and necessary to perform its services required

hereunder. However, the Contractor shall be solely responsible for the payment of its contractors or assistants including responsibility for their acts and omissions, wages, fees, applicable income taxes, applicable workers' compensation insurance, and expenses. Such subcontractors are subject to the provisions of this Agreement.

The Contractor shall be considered an independent contractor in connection with this Agreement. This Contractor shall in no way be construed or deemed to be an employee of the City. The Contractor shall have exclusive control and discretion in the operation and management of its duties pursuant to this Agreement.

The Contractor agrees not to offer employment to any of the City's employees and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the City's employees to leave their employment during the term of this Agreement and for a period of six months after the expiration of this Agreement and any extensions thereof.

The City agrees not to offer employment to any of the Contractor's employees and will not either directly or indirectly, solicit, induce, recruit or encourage any of the Contractor's employees to leave their employment during the term of this Agreement and for a period of six months after the expiration of this Agreement and any extensions thereof.

9. **Term and Termination:** This Agreement shall extend for a term of three (3) years. This Agreement shall extend automatically for one year terms following thereafter unless otherwise requested by the City within 30 days of the end of this Agreement. Either party may terminate this Agreement at any time, with or without cause, upon giving 60 days written notice to the other party of such termination.

10. **Venue and Equitable Relief:** In the event of any dispute, claim or controversy concerning this Agreement, or any dispute, claim, or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, both parties agree that the venue shall be in Alachua County, Florida.

    Both parties agree that it would be impossible or inadequate to measure and calculate the parties' respective damages from any breach of the Confidential Information and Employees and Subcontractors covenants set forth in this Agreement. Accordingly, if either party should breach any of such covenants, the other will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to

specific performance of any such provision of this Agreement. Both parties further agree that no bond or other security shall be required in obtaining such equitable relief and we hereby consent to the issuance of such injunction and to the ordering of specific performance.

11. **Warranties**: The Contractor does not make any warranties of any kind, express or implied regarding the functionality of hardware of software. The City shall rely upon the warranties of the manufacturer of each product. Both parties agree to not hold the other party liable for any special, incidental or consequential damages, such as loss of anticipated profits or losses resulting from business disruption due to faulty equipment.

12. **Default**: The Contract shall be in default of this Agreement if the Contractor fails to perform or comply with the terms and conditions of our obligations pursuant to this Agreement. The City shall be in default pursuant to this Agreement if the City fails to perform or comply with the terms and conditions of the City's obligations pursuant to this Agreement.

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

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

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

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

17. **Attorney's Fees:** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or

controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

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

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

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

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

22. **Insurance and Indemnification:** For all services performed hereunder, the Contractor shall purchase and maintain, at its own expense, such general liability insurance, personal property, worker's compensation, and unemployment insurance coverage for the Contractor and employees to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the services performed under this Agreement. The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability; property damage liability, with no

deductible. All insurance coverage shall be with insurer(s) approved by the City's Manager and licensed by the State of Florida to engage in the business of writing of insurance. The Contractor shall provide City with evidence of insurance in the form of Certificates of Insurance for each coverage naming the City as an additional insured.

For all services performed pursuant to this Agreement, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from their respective: (1) performance of services pursuant to this Agreement; (ii) failure to properly train employees under their control or direction; and (iii) failure to remit any local, state, and federal taxes due by them as a result.

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

23. **Modification and Notices**: This Agreement constitutes the entire Agreement between the City and the Contractor. Any modifications hereto shall be null and void unless the same is reduced to writing and executed by both parties. All notices required hereunder shall be directed to the parties at the addresses listed above or at such other address as either party may designate in writing delivered to the other party.

24. **Standard of Care**: In performing the services hereunder, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by reputable members of their provision practicing at the same or similar locality.

25. **Manager's Signatory:** The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this

Agreement to fully bind their principal to the terms and conditions set forth in this Agreement.

26. <u>Miscellaneous Provisions:</u>

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

b. Neither party shall be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond the party's control.

c. This Agreement may be executed simultaneously in several counterparts each of which shall be deemed an original, but which together shall constitute one and the same original agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this

_____day of October, 2014.

By: _____
Byran Williams Date
Mayor

By: _____
Eric May Date
Managing Member of Contractor

Attest: _____
Edwin L. Booth Date
City Manager

Approved as to Form and Legality:

By: _____
S. Scott Walker Date
City Attorney

RESOLUTION 2014-P

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ESTABLISHING A FEE FOR GRINDER PUMP REPAIRS FOR SEWER CUSTOMERS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of High Springs utilizes grinder pumps as a wastewater conveyance device in the City's sewer system; and

WHEREAS, many of the grinder pumps in the City are in need of repair and maintenance; and

WHEREAS, it is necessary for the City to adopt a Resolution establishing a fee for grinder pump repairs to adequately provide sufficient revenues to cover financial obligations in repairing the grinder pumps; and

WHEREAS, it is in the public interest and serves a public purpose that this Resolution be adopted adding a monthly service fee to assist with repairs; and

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

SECTION ONE: The City of High Springs shall collect a $2.00 fee each month from sewer customers to allow the City to make necessary repairs to grinder pumps.

SECTION TWO: Said fee shall be assessed monthly on sewer customers' bill for sewer services beginning with bills assessed in November 2014. This fee is in addition to the regular fees assessed by the City to sewer customers.

SECTION TWO: If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of the resolution which can be given without the valid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable.

SECTION THREE: All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict, but does not repeal any other resolution regarding sewer usage fees or sewer connection fees.

SECTION FOUR: This Resolution shall become effective immediately upon final adoption and shall remain in effect until the effective date of any subsequent revisions to this Resolution and fee.

PASSED in regular session of the High Springs City Commission this 9th day of October, 2014.

CITY OF HIGH SPRINGS

_____
Byran Williams, Mayor

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

_____
Angela Stone, Assistant City Clerk

(municipal seal)

APPROVED AS TO FORM AND LEGALITY:

_____
S. Scott Walker, City Attorney

Commission Agenda Item Request Form

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

MEETING DATE: NEXT REG MTG

SUBJECT: CITY WATER, SEWER TRASH

AGENDA SECTION: NEW

DEPARTMENT: FINANCE

PREPARED BY: BOB BARNAS

RECOMMENDED ACTION:
VOTE ON SETTING DATE

Summary

DEFINE WHEN BILL IS DUE IF 21ST FALLS ON SAT, SUN, OR HOLIDAY

ATTACHMENTS:

REVIEWED BY CITY MANAGER:_____

October 2, 2014

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

October 2, 2014

1:1,128

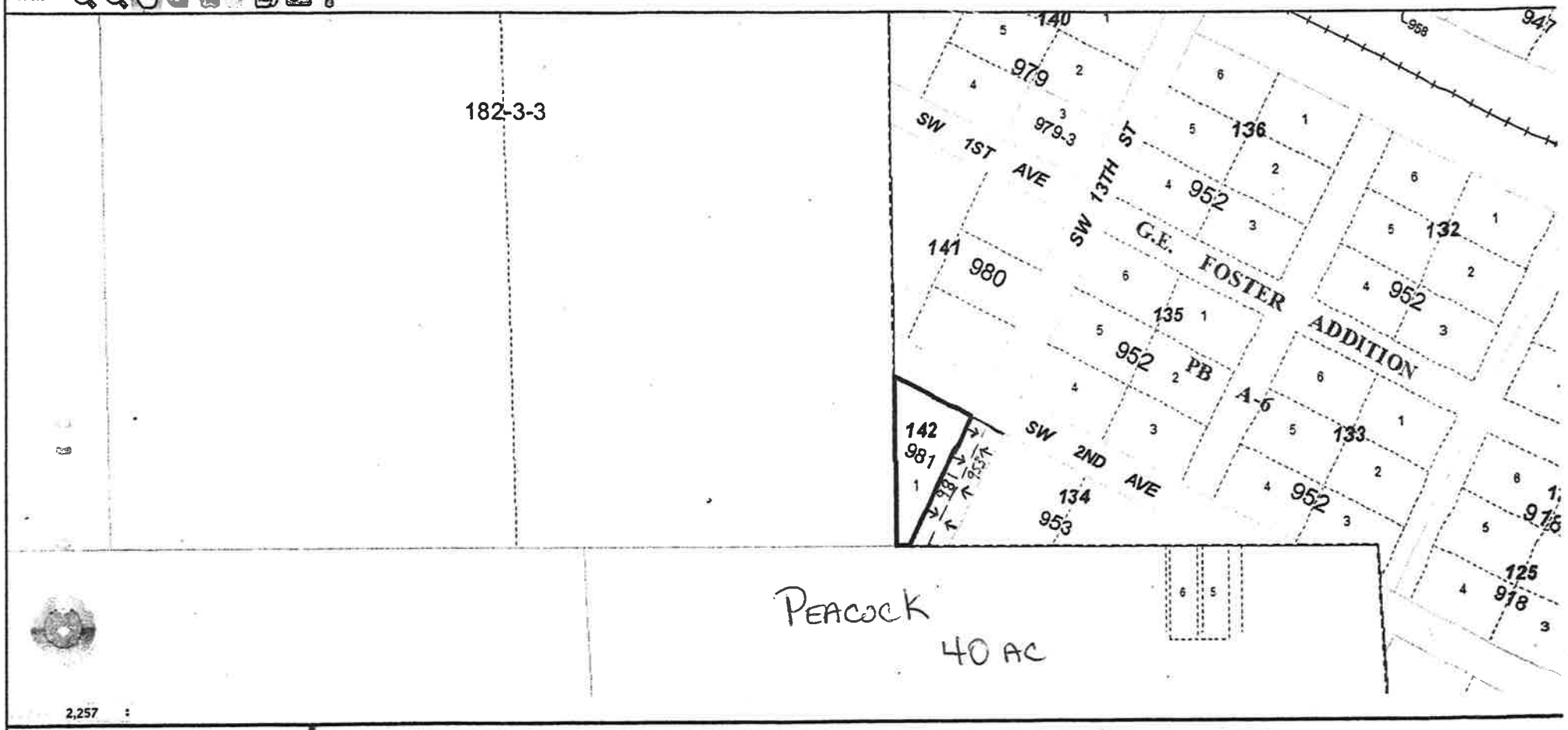
0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

ED CRAPO, ALACHUA COUNTY
PROPERTY APPRAISER
KNOWLEDGE • COMMITMENT • TEAMWORK • CUSTOMER FOCUS

Searches | Property Search | Overlay Map | Aerial Map

Tools



Total:1 | Simple Report (CSV) | Filter Results By

1	00981-000-000	STATE OF FLA IIF	TIITF/STATE OF FLORIDA MURPHY ACT LANDS % DEP-3900 COMMONWEALTH BLVD TALLAHASSEE FL 32399

RECEIVED
AUG 07 2013
BY:

City of High Springs

110 NORTHWEST FIRST AVENUE
HIGH SPRINGS, FLORIDA 32643
TELEPHONE: (386) 454-1416
FACSIMILE: (386) 454-2126

REQUEST FOR ABANDONMENT OF RIGHT OF WAY

This form is an application for the City of High Springs to consider the abandonment of a dedicated right of way. By filing this application you are requesting that the City Commission of High Springs hold a publically advertized meeting where your request will be heard, and the public will have an opportunity to speak and be heard on the public record. This application does not guarantee that your request will be approved, or that you will be "purchasing" the right of way. The fee associated with this application will cover the cost of advertizing the public hearing, and any administrative costs associated with the research and preparation of an ordinance to close the requested right of way, should the City Commission deem it in the best interest of citizens of High Springs.

Application Fee: $250.00

Name JASON AND CHRISTIE PALMER Street requested for abandonment SW 13TH STREET SOUTH OF SW 2ND AVENUE

Physical Address 18 HERCULES DRIVE, FORT BRAGG, NC 28307

Mailing Address 18 HERCULES DRIVE, FORT BRAGG, NC 28307

Home Phone # N/A Cell Phone # 352-562-6408 Work Phone #

Parcel Number (if you know it) 00981-000-000 Date AUGUST 5, 2013

Reason you are requesting the right of way abandonment:

SEE ATTACHED LETTER INCLUDING ENCLOSED MAPS.

Other property owners who are also adjacent to the right of way in question:

Name STATE OF FLORIDA Phone Number# CJ PARKS 850-245-2699
Physical Address PARCEL NUMBER 00953-000-000
Have they been contacted regarding your request? Yes X No

Name Phone Number#
Physical Address
Have they been contacted regarding your request? Yes No

*If there are additional owners, please list on the back of this application

For Administrative Purposes Only

NO.Z ~~05~~ 13-0456

ISSUED THIS ____ DAY OF _____, _____, AT THE DIRECTION OF THE HIGH SPRINGS CITY COMMISSION.

(MUNICIPAL SEAL)

City Manager, _____

Jason B. Palmer
18 Hercules Drive
Fort Bragg, NC 28307

August 5, 2013

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

Subject: Request for Abandonment of Right of Way

To Whom It May Concern:

I grew up in High Springs and have been in the military since graduating from Santa Fe High School in 1994. My parents, Howard and Pamela Palmer, still live in town.

Last year, my parents gifted their farm to my sister and me. My wife and I now own the half on which my parents still reside (parcel number 00182-003-001) while my sister and her husband own the other half (parcel number 00182-003-003).

Around 25 years ago, my parents applied for and were granted a legal access to their farm by way of SW 1st Avenue off of SW 13th Street. While the parcel map shows SW 13th Street extending south past SW 1st Avenue all the way to the late Mr. Peacock's farm (parcel number 01366-000-000), to my knowledge and that of my father the section of SW 13th Street south of SW 1st Avenue has never been established as legal access for any adjacent properties. All of Mr. Peacock's descendants utilize NW 182nd Avenue / County Road 340 / Poe Springs Road for legal access to their respective properties as Mr. Peacock did before them.

The aerial maps corroborate the personal experience my parents have had since purchasing the farm from my maternal grandparents in November 1976. Specifically, the aforementioned section of SW 13th Street—which I've highlighted in yellow on the enclosed maps—has long been an area of significantly overgrown scrub brush and densely mature hardwoods and pine trees. In short, the strip of property in question has been unused for decades.

My wife and I recently finished the process of purchasing parcel number 00981-000-000—a 0.43 acre industrially zoned parcel owned by the State of Florida under the Murphy Act—via quitclaim deed. That deed was recorded in Alachua County on July 22, 2013.

My wife and I are presently in the process of purchasing parcel number 00953-000-000—a 1.0 acre industrially zoned parcel also owned by the State of Florida under the Murphy Act; however, we have grown increasingly apprehensive about the idea of owning of a piece of property that does not share a border with currently owned family property and further, because it has no legal access, will almost certainly be impossible to sell anytime in the near future. Due to that concern, we would like to request that the section of SW 13th Street immediately between parcel numbers 00981 and 00953 be abandoned by the City of High Springs and ownership transferred in equal halves to the respective adjacent property owners of parcel numbers 00981 (my wife and me) and 00953 (the State of Florida) before we continue our efforts with the State of Florida to complete the purchase parcel number 00953.

Granting my request would cause parcel numbers 00981 and 00953 to directly share a border instead of being divided by a platted road that has never actually existed in any functional sense. Your approval would yield several advantages for all parties. The property owner would benefit because the collective acreage of 00981 and 00953 would combine to constitute piece of property with a more practical size and shape. Local government would benefit by our purchase of parcel number 00953 in that we would begin paying taxes on a piece of property that has garnered city and county government no tax revenue since it was acquired under the Murphy Act some 80 years ago.

Given that the identified section of SW 13th Street existing south of SW 2nd Avenue appears not to be benefitting any of the adjacent property owners, I request that said section be abandoned by the City of High Springs and turned over to the owners of parcel numbers 00981 and 00953 in equal shares.

Feel free to contact me at 352-562-6408 should you have any questions about this request.

Jason B. Palmer
Chaplain (Captain), United States Army
1st Battalion, 1st Special Warfare Training Group (Airborne)
United States Army Special Warfare Center and School
Fort Bragg, North Carolina

ORDINANCE 2014-05

AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA AMENDING SECTION 66-2 "STREET CLOSINGS" OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR PUBLIC NOTICE VIA SIGNAGE ON THE STREET; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the High Springs Commission adopted Ordinance 2009-04 in 2009, amending Section 66-2 of the High Springs Code of Ordinances providing for criteria for use in determining whether vacation of a street is in the public interest; and

WHEREAS, the City Commission desires to clarify said code section and provide for increased public notice via signage; and

WHEREAS, the City of High Springs has given due public notice and conducted the requisite public hearing on the proposed amendment to the City's Code of Ordinances; and

WHEREAS, the City Commission has determined that it is desirable to amend the High Springs Code of Ordinances to clarify the code as it relates to public notice for street closings.

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

SECTION 1. Sections 62-2 of the High Springs Code of Ordinances, entitled "Street Closings," is hereby amended to read as follows:

Sec. 6-2. Street Closings.

(a) An application to abandon or vacate a public street, a public place, or road right-of-way may be initiated:

(i) By the City where it is deemed that the use of the public street, public place, or road right-of-way no longer services a public purpose; or

(ii) Upon receipt of an application presented in the form of a petition which is to be signed by an owner of land abutting the portion of public street, place or right-of-way to be closed.

(b) All applications to abandon or vacate a public street, a public place, or road right-of-way shall be subject to a minimum fee to be established be resolution of the City Commission.

(c) All applications to abandon or vacate a public street, a public place, or road right-of-way shall be considered by the City Commission and, if approved, such approval shall be by ordinance adopted by the City Commission.

(d) Prior to a hearing on the ordinance, the City shall provide additional public notice of the application by placing yellow-colored signage at the commencement and termination of the section of public street, public place or road right-of-way to be abandoned or vacated with the date(s) of the public hearing.

(e~~d~~) At the hearing on the ordinance, the City Commission shall make a determination that:

(i) The public street, pubic place or right-of-way no longer serves a public purpose; or

(ii) The vacation or closing of the public street, public place or right-of-way is in the public interest.

(f~~e~~) At the hearing on the ordinance, the city commission shall consider the following criteria in determining whether the public street, public place or right-of-way serves a public purpose or whether the vacation or closing is in the public interest:

(i) Whether the public benefits from the use of the subject right-of-way as part of the city street system;

(ii) Whether the proposed action is consistent with the comprehensive plan;

(iii) Whether the proposed action would deny access to private property;

(iv) The effect of the proposed action upon public safety;

(v) The effect of the proposed action upon the safety of pedestrians and vehicular traffic;

(vi) The effect of the proposed action upon the provision of municipal services including, but not limited to, emergency service and waste removal;

(vii) The necessity to relocate utilities both public and private; and

(viii) The effect of the proposed action on the design and character of the area.

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

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

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

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

SECTION 6. This Ordinance shall take effect immediately upon adoption

DONE THE FIRST READING, by the City Commission of the City of High Springs, Florida, at a regular meeting, this 9th day of October, 2014.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of High Springs, Florida, by the City Clerk of the City of High Springs, Florida on the 9th day of October, 2014.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 23rd day of October, 2014.

BY THE MAYOR OF THE CITY OF HIGH SPRINGS, FLORIDA

_____
Byran Williams

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

_____
Jenny Parham

APPROVED AS TO FORM AND LEGALITY:

_____
S. Scott Walker, City Attorney

ORDINANCE 2014-6

AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, CLOSING AS A PUBLIC RIGHT OF WAY, VACATING AND ABANDONING PORTIONS OF CERTAIN PLATTED ROADS IN RIVER VIEW SUBDIVISION WITHIN THE CITY LIMITS OF HIGH SPRINGS, FLORIDA; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 66-2 (as amended by Ordinance 2009-04) of the High Springs Code of Ordinances allows the City Commission to close streets upon application by an abutting property owner where it is deemed that the use of the public street, public place, or road right-of-way no longer serves a public purpose or the vacation or closing of the public street, public place or right-of-way is in the public interest; and

WHEREAS, Florida Conference Association of Seventh Day Adventists has requested that portions of the following road rights-of-way located within the City limits of High Springs, Florida, as shown on the map attached hereto as Exhibits "A", and "B" and "C", be vacated and abandoned, to wit:

As shown on Plat Book A, Page 168 of the Public Records of Alachua County, Florida

- The right-of-way known as Monroe Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Fairmont Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Lakewood Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Northwest 212th Avenue (Cheeota Ave.) which runs easterly commencing from the easterly boundary of U.S. Highway 441 and terminating at the easterly boundary of Lakewood Street

As shown on Plat Book B, Page 70 of the Public Records of Alachua County, Florida

- The right-of-way known as Monroe Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue

- The right-of-way known as Fairmont Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Lakewood Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way know as Northwest 212th Avenue (Cheeota Ave.) which runs easterly commencing from the easterly boundary of U.S. Highway 441 and terminating at the easterly boundary of Lakewood Street
- The right-of-way known as Santa Fe Avenue which runs easterly commencing at the westerly boundary of Monroe Street and terminating at the easterly boundary of Lakewood Street

and

WHEREAS, the vacation or abandonment of said portions of the public rights-of-way as described in Exhibits "A", "B" and "C" as public road or rights-of-way is requested to enhance security for camps and a school located on nearby property; and

WHEREAS, the applicable fees provided for in Section 66-2 of the High Springs Code of Ordinances and Resolution 2009-G have been paid; and

WHEREAS, with the exception of NW 212th Avenue (a/k/a Cheeota Avenue), there are no existing street improvements or public utilities within the road rights-of-way the applicant is requesting to close; and

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

SECTION 1. The following rights-of-way:

As shown on Plat Book A, Page 168 of the Public Records of Alachua County, Florida

- The right-of-way known as Monroe Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Fairmont Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Lakewood Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue

- The right-of-way known as Northwest 212th Avenue (Cheeota Ave.) which runs easterly commencing from the easterly right of way line of U.S. Highway 441 and terminating at the easterly right of way line of Lakewood Street

As shown on Plat Book B, Page 70 of the Public Records of Alachua County, Florida

- The right-of-way known as Monroe Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Fairmont Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way known as Lakewood Street which runs north commencing at the northern boundary of Northwest 212th Avenue (Cheeota Ave.) and terminating at the southern boundary of Santa Fe Avenue
- The right-of-way know as Northwest 212th Avenue (Cheeota Ave.) which runs easterly commencing from the easterly boundary of U.S. Highway 441 and terminating at the easterly boundary of Lakewood Street
- The right-of-way known as Santa Fe Avenue which runs easterly commencing at the westerly boundary of Monroe Street and terminating at the easterly boundary of Lakewood Street

As shown on the maps attached hereto as Exhibits "A", "B" and "C" are hereby closed as public rights-of-way, vacated and abandoned by the City of High Springs.

SECTION 2. Notwithstanding the vacating and abandoning of the aforementioned road rights-of-way, the City of High Springs hereby expressly reserves and establishes a perpetual utility easement including, but not limited to water, sewer, electric, cable and other public utilities, including drainage, on, over, beneath and across the surface of the above-described real property and the same shall be reflected in the deed conveying the City's interest in said right-of-ways.

SECTION 3. The City Manager is hereby authorized to execute deeds to the owners of the adjoining property for the sections of the roads adjacent to the requested right-of-ways.

SECTION 4. The City Commission has considered the criteria enumerated in Ordinance 2009-04 for the consideration of determining whether closing a public right-of-way is in the public interest. The City Commission has determined that this closing of a public right-of-way is in the public interest.

SECTION 5. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall not in any way affect the validity of the remaining portions of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. This Ordinance shall be effective ten (10) days from the date of its passage on second and final hearing.

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

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

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

BY THE MAYOR OF THE CITY OF
HIGH SPRINGS, FLORIDA

_____
Byran Williams

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

_____
Jenny Parham

APPROVED AS TO FORM AND
LEGALITY:

_____
S. Scott Walker, City Attorney

nixle
Building Safer Communities Together

NIXLE PRICING INFORMATION

PREPARED FOR:	High Springs Fire Department FL	*Quote Number:*	309-129v4
		Quote Date:	2-Apr-14
		Expiration Date:	22-Sep-14
		Payment Terms:	Net 30
AGENCY POC:	Chief Bruce Gillingham	*Nixle POC:*	Angel C. McArthur

SETUP & IMPLEMENTATION	
One -Time Fee:	$1,000.00

ANNUAL SUBSCRIPTION

Nixle 360 Deployment:	Number of Agencies	Purchase Price	Annual or Multi Year Renewal
Unlimited True SMS Messaging	One (1) Agency	$4,920 (1 year)__ $10,272 (3 year)__ $15,040 (5 year)__	$2,920 (1 year) ___ $9,272 (3 year 5% off)___ $14,040 (5 year, 10% off)__ (Please select: Upfront Cost)
Unlimited Email Notifications			
Unlimited Web Notifications			
Unlimited Emergency Voice			
NWS Rebroadcast			
25 Keyword Public Groups			
Google Integration			
25 Private Groups			
Enhanced Reporting Tool			
Unlimited 2-way TIPWATCH			
Local Public Safety Integration			
NLETS Redundancy			
24 Hour Live Support			

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NAME:	
TITLE	
SIGNATURE	
DATE:	

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Commission Agenda Item Request Form

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

MEETING DATE: **OCTOBER 9, 2014**

SUBJECT: **ESTABLISH ALTERNATE DATES FOR THE NOVEMBER AND DECEMBER CITY COMMISSION MEETINGS IN ORDER TO AVOID CONFLICT WITH THE HOLIDAYS.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

HISTORICALLY THE COMMISSION HAS CHANGED THE NOVEMBER AND DECEMBER MEETING DATES TO AVOID CONFLICTS WITH THE HOLIDAYS OF THANKSGIVING AND CHRISTMAS. IT IS RECOMMENDED TO CHANGE THE MEETING IN NOVEMBER TO THURSDAY, NOVEMBER 20TH TO ALLOW TIME FOR THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ELECTION SO THE NEWLY ELECTED OFFICIALS CAN BE SWORN INTO OFFICE. IT IS ALSO RECOMMENDED TO ELIMINATE THE SECOND MEETING IN DECEMBER.

ATTACHMENTS: **CALENDAR OF PROPOSED MEETING DATES.**

REVIEWED BY CITY MANAGER:_____

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 ***ELECTION DAY***	5	6	7	8
9	10	11 ***VETERAN'S DAY***	12	13	14	15
16	17	18	19	20 ***COMMISSION RE-ORG MTG. 6:30 PROPOSED***	21	22
23	24	25	26	27 *THANKSGIVING*	28	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11 ***COMMISSION MEETING 6:30***	12	13
14	15	16	17		19	20
21	22	23	24 **CHRISTMAS EVE** 	25 ***CHRISTMAS*** 	26	27
28	29	30	31			

Commission Agenda Item Request Form

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

MEETING DATE: OCT 9th

SUBJECT: 4WAY STOP

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: STREETS

PREPARED BY: BOB B.

RECOMMENDED ACTION:
INSTALL 4 WAY STOP

Summary

AT REQUEST OF
RESIDENT DISCUSSION
FOR 4 WAY STOP 4TH ST
10TH AVE

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

110 NW 1st Avenue
High Springs, Florida 32643

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

GOALS AND OBJECTIVES
TO BE WRITTEN INTO THE 5 YEAR PLAN
FOR THE CRA

1. To establish a reserve account to accomplish goals.

2. Create more downtown parking.

    a. An inventory of all city owned property to determine viability of creating parking spaces.

    b. Survey all property that could be purchased to create parking spaces.

3. Refurbish bathrooms next to Chamber of Commerce.

    a. Create a line item in the city budget.

    b. Create a check list for the Police Department to open and close bathrooms on weekend.

4. Create a phase to refurbish the store fronts on Main Street.

    a. Place funds in the CRA budget to fund the store front project.

5. Take an inventory of the residential property in the CRA District.

    a. Create the rules for the refurbishment of the outside of the property.

    b. Determine the cost of the project.

6. Determine what the Department of Transportation will allow for landscaping of U.S. Hwy 441.

7. Determine what additional projects are needed for the Old School House.

8. Billboard Advertisement

9. Priest Theater

10. Railroad Museum

    a. Station Bakery

11. Placing CRA programs on City Website.

12. Identify and fund Community Events in the downtown area.

13. Innovative Policing.

110 NW 1st Avenue
High Springs, Florida 32643

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

HIGH SPRINGS
COMMUNITY REDEVELOPMENT AGENCY MEETING
MINUTES
April 22, 2014

Meeting called to order by Chair Weller 5:42 p.m.

Invocation by Chair Weller.

Pledge of Allegiance.

Roll call:

Chair Weller – Present
Vice Chair Barnas - Present
Member Carter – Present arrived at 5:46 p.m.
Member Gestrin – Absent
Member Jamison – Present
Member Sylvia Newcomb – Absent
Member Williams - Present

Staff Present:

Ed Booth, Executive Director/City Manager
Jenny L. Parham, City Clerk
Scott Walker, City Attorney

APPROVAL OF MINUTES OF JANUARY 9 & FEBRUARY 20, 2014.

Motion Member Jamison to approve the minutes of January 9 and February 20, 2014.
Second Member Williams.
Motion carried 4 – 0.

CONTINUED BUSINESS

1. DISCUSS AND DETERMINE ACTION FOR ADDITIONAL DOWNTOWN PARKING AND PARKING NEXT TO POLICE DEPARTMENT.

Mr. Booth stated we have gone out for bids for the additional parking on NE 1st Street. Presented layout of the area considered for parking by the police department. States cost would be approximately $40,000 to $50,000.

Motion Vice Chair Barnas to put out RFP for the paving of the property adjacent to the police department for parking.

Second Member Williams.

Chair Weller states she is not in favor at this point as it is farther from downtown and we are adding additional parking downtown.

Member Barnas states this would be a good area for RV parking and is not that far from downtown. Points out we still have available parking at city hall that is not used. Discussed waiting to determine if there is a problem with parking after the new restaurant opens. Supports getting bids for an idea.

General discussion on parking needs.

Motion carried 5 – 0.

BUSINESS ITEMS

1. CONSIDER AWARDING CRA RESIDENTIAL GRANTS:

A) Joanne Barrows for $1,000.

Motion Vice Chair Barnas to award CRA grant of $1,000 to Joanne Barrows.
Second Member Carter.
Motion carried 5 – 0.

B) Mirales Carderras

Motion Vice Chair Barnas to award the Mirales Carderras grant for half the cost of the estimate with the stipulation that the missing paperwork be completed.
Second Member Carter.
Motion carried 5 – 0.

Motion Member Barnas to require Joanne Barrows complete missing page 3 of the grant in order to receive funding.
Second Member Williams.
Motion carried 5 – 0.

2. DISCUSS AND CONSIDER APPROVAL OF 3 AND 10 YEAR CRA PROJECTS.

Mr. Booth pointed out that just because a project is listed, it doesn't mean they have to be completed. Outlined the goals and possible amendments to the CRA plan:

1) Continue to provide grants to businesses and homeowners within CRA district.
Consensus to set goal at $50,000 per year.

2) Construct parking spaces within CRA boundaries.
Discussion on parking.

3) Purchase land for parking lot and construction.
Designate funds annually $50,000 to purchase land as it becomes available for parking in a separate line item.

4) Purchase of building at 405 N. Main Street.
Chair Weller states it is her understanding that many people stop into this building to ask questions about the city. It could be like a gateway to the downtown.
Motion Vice Chair Barnas to direct the CRA Director to obtain an appraisal of the building and present back to the board.
Second Member Carter.
Discussion on possible uses.
Motion 5 – 0.

5) Purchase building at 125 NW 1st Avenue.
Removed from CRA list. This would be a city purchase not CRA.

6) Purchase building west of fire station, 215 NW 1st Avenue.
Location could be listed under #3 and list in the plan as possible properties.
Vice Chair Barnas reminded that we have to be careful of the wording as we cannot by a building for city use.

7) Purchase property of welding shop.
Location could be listed under #3 and listed in the plan as possible properties.

Heather McCall Cabellero, if the city wanted to buy the 125 NW 1st Avenue would have a problem with tearing down the building for a parking lot.

Member Jamison feels we should still continue with the billboard. Mr. Booth states that Visit Gainesville is going to pay to put it in. Member Jamison states we should still budget the funds even if it is paid for.

Member Barnas states he would like to increase the funds for building rehabs and grants; would like this promoted more. Also interested in the promotion within CRA guidelines including video and literature.

Member Barnas also suggested a hiring a full-time CRA Director for promoting the city. Funds to be placed in budget for position for consideration.

Member Williams asked about the directional signs and wants to make sure we have funds there for maintenance and replacement.

Member Carter spoke of billboards, executive director starting with part-time position, brochure showing stores and what they sell and real estate information.

Chair Weller spoke of the old fire engine being placed at old school, would like to include cover in the plan. Mr. Booth stated he can put this in the budget for next year.

Discussion on possible renovations to old water works building and section of the old school building.

Old school to be placed in the 10 year plan.

Member Jamison left the meeting at 7:06 p.m.

Member Weller spoke of refurbishing sidewalks downtown without eliminating the parking. Consensus to have sidewalks on the 10 year plan.

Basti Gonzales states they do give away literature from their building at 405 N Main Street.

3. CONSIDER APPROVAL OF LETTER TO RURAL DEVELOPMENT FARMERS MARKET GRANT.

Mr. Booth states he will be meeting with Rebecca Manning from Rural Development to discuss the Farmers' Market grant and invited members to attend.

General review of the proposed letter.

Motion Member Williams to approve the letter provided to go to Rural Development. Second Member Carter.

Basti Gonzales clarified that the original concept of the pavilion was for there to be no maintenance, if there is criticism they should look at plans.

Leda Carrero stated, was once a supporter of this project until it reached the level of costs that it is now. Thinks that it is way overdone for a pavilion for the Farmer's Market.

Attorney Johnson pointed out the meeting with RD, if the members are interested in coming, it would need to be noticed.

Motion carried 4 – 0.

4. DISCUSSION ON THREE PREVIOUSLY SUBMITTED CRA GRANT APPLICATIONS.

1. Heather McCall Caballero retracted applications one and two as they are two years old and the prices have changed. Requested to be able to submit new applications.

2. High Springs New Century Woman's Club, Inc. to be contacted to determine if they are still interested.

Motion Member Williams to adjourn.
Second Member Barnas.

Meeting adjourned at 7:23 p.m.

RENEWAL OF THE INTERLOCAL AGREEMENT
FOR REPAIR AND SERVICE OF TRAFFIC SIGNALS AND BEACONS

THIS RENEWAL is entered into by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and the CITY OF HIGH SPRINGS, a municipal corporation (hereinafter referred to as "HIGH SPRINGS").

WHEREAS, the CITY and HIGH SPRINGS have previously entered into an Interlocal Agreement for Repair and Service of Traffic Signals and Beacons effective October 1, 2007 (the "Agreement") and;

WHEREAS, Section I of the Agreement provides for automatic annual renewals of the Agreement, until amended or terminated; and

WHEREAS, the CITY and HIGH SPRINGS desire to memorialize in writing their intent to renew and amend the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The CITY and HIGH SPRINGS hereby renew the Agreement, effective October 1, 2014.

2. The CITY and HIGH SPRINGS agree to the Service Locations and Extraordinary Repairs or Services set forth in Attachments A & B respectively, attached to this Renewal and made a part hereof.

3. The CITY and HIGH SPRINGS agree to the costs and charges set forth in Attachment C, attached to this Renewal and made a part hereof.

4. The CITY and HIGH SPRINGS agree that Attachments A, B, and C, attached to this Renewal supercede those attached to the Agreement.

5. This Renewal shall inure to the benefit of and be binding on both the CITY and HIGH SPRINGS.

6. Except as amended herein, the terms and conditions of the Agreement remain in full force and effect.

WITNESS:

CITY OF HIGH SPRINGS

_____

_____
Mayor

Title: _____

Date:_____

WITNESS:

CITY OF GAINESVILLE, FLORIDA

_____

_____
Russ Blackburn, City Manager

Title: _____

Date:_____

ATTACHMENT A – SERVICE LOCATIONS

CITY OF HIGH SPRINGS

The City of Gainesville will perform emergency repairs and preventive maintenance at the following locations:

Type of Installation	Location
Traffic Signal	US 441 & County Road 236
Traffic Signal	SR 20 & County Road 236
School Flasher	Middle School County Road 236

ATTACHMENT B

The activities listed below, but not limited to those below, are defined as extraordinary repair or service activities requiring the use of specialized or heavy equipment the City Traffic Operations Section may not have readily available:

- Respanning overhead span or messenger wire and supporting materials
- Rewiring overhead messenger wire
- Replacing concrete controller pads
- Reworking or repairing underground conduit and cables
- Re-installation of poles supporting traffic signal, flashing school beacon and flashing warning beacon installations
- Specification, design, ordering and purchasing of special equipment (non off-the-shelf items)
- Repainting of mast arms and poles
- Structural repairs of mast arms and poles
- Utility locates (Sunshine One-Call)

Extraordinary repair activities would also include repairs required as a result of severe weather, including but not limited to tornadoes, hurricanes and windstorms.

The determination of whether a repair activity is extraordinary or not will be made by the Traffic Operations Manager, or designee, once all aspects of the repairs are determined.

ATTACHMENT C
CITY-CITY OF HIGH SPRINGS TRAFFIC ENGINEERING SERVICES AGREEMENT FY 2014/2015 COST DETERMINATION FOR PREVENTATIVE SIGNAL MAINTENANCE & ROUTINE REPAIR

Cost for FY 2014-15

The CPI increase for **2013** was 1.5%

(2) Traffic signals at $600.00 each =	$1,200.00
(1) School flasher at $500.00 each =	500.00
Total Annual Cost	$1,700.00
Total Cost FY2013-14 (2012 CPI increase 1.7%)	$1,807.48
CPI increase	1.015
Total Cost including CPI increase–FY2014-15	$1,834.59

Charges for service calls will be billed on a monthly basis.