110 NW 1st Avenue
High Springs, Florida 32643

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

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

DECEMBER 10, 2015 **6:30 PM**

CALL TO ORDER:	MAYOR BYRAN D. WILLIAMS
INVOCATION:	PASTOR TERRY HULL, HIGH SPRINGS CHURCH OF GOD
PLEDGE OF ALLEGIANCE:	MAYOR BYRAN D. WILLIAMS
ROLL CALL:	JENNY L. PARHAM, CITY CLERK
APPROVAL OF AGENDA	
APPROVAL OF MINUTES:	OCTOBER 8 & 22, 2015 COMMISSION MEETINGS

CONTINUED BUSINESS

1. **DISCUSS AND CONSIDER REQUEST FROM WCA** FOR A 1.4% CPI INCREASE IN RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES AND AN EFFECTIVE DATE AMENDMENT TO SECTION 10.2(A) OF CURRENT AGREEMENT.

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

NEW BUSINESS

1. **RANKING OF TOP FIVE CITY ATTORNEY CANDIDATES.**

2. **DISCUSS AND DETERMINE EMPLOYEE CHRISTMAS GIFT.**

3. **REVIEW AND DISCUSS FLORIDA RURAL WATER ASSOCIATION'S WATER AND WASTEWATER RATE STUDY.**

4. UPDATE ON INTERLOCAL SERVICE BOUNDARY AGREEMENTS WITH CITIES OF ALACHUA AND NEWBERRY.

5. CONSIDER SURVEYING CITY OWNED PROPERTY (TAX PARCEL 00236-008-000) TO DETERMINE LOCATION OF HIGH SPRINGS "SPRING".

6. DISCUSSION ON HIGH SPRINGS HISTORIC BOARD PROCEDURES.

7. REVIEW AND ADOPTION OF CRA 30 YEAR EXTENSION PLAN.

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

A. DEPARTMENT REPORTS

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
OCTOBER 8, 2015

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

Invocation by Pastor Terry Hull, High Springs Church of God.

Pledge of Allegiance.

Roll Call:
Mayor Sue Weller – Present
Vice Mayor Scott Jamison – Present
Commissioner Jason Evans – Present
Commissioner Gloria James –Present
Commissioner Byran Williams – Present arrived 6:54 p.m.

Staff Present:
Ed Booth, City Manager
Jenny L. Parham, City Clerk
Angela N. Stone, Assistant City Clerk
Antoine Sheppard, Police Lieutenant
Amanda Rodriguez, CRA Executive Director

APPROVAL OF AGENDA

Motion Commissioner Evans to approve the agenda as presented.
Second Commissioner James.
Motion carried 4-0.

APPROVAL OF MINUTES

Motion Commissioner Evans to approve the minutes for the September 21, 2015 Commission Meeting Minutes.
Second Commissioner James.
Motion carried 5-0.

PROCLAMATION DECLARING OCTOBER 2015 MANUFACTURING MONTH

Mayor Weller read a proclamation declaring October 2015 as Manufacturing Month.

CITIZEN REQUEST AND COMMENTS

Bob Barnas asked about a Special Meeting on the utility billing. He gave suggestions to be discussed at this meeting. He spoke of receiving a zero consumption bill one month and a reading the next. He spoke of his belief of being double charged for 5,000 gallon of sewer on the second bill. Spoke of the due date on the last bill being printed as the 13th. Suggested to have a moratorium on shutting off the water until these issues are figured out.

Mayor Weller stated that they are having a meeting on October 15, 2015 regarding this issue. She stated there was an issue on 400 bills.

Yvonne Andrews stated that she did not know if Public Works had been out to look at the drainage and wash out to her property. She has been out of town and came back and it is a mess. Mr. Booth stated that they have tried to address this. He stated that we will get an engineer to look at this. Ms. Andrews stated that her house is cracking really bad.

Vice Mayor Jamison asked for a time line for when she can expect an engineer to look at it. Mr. Booth stated within the next two weeks.

NEW BUSINESS

CONSIDER PROPOSED AMENDED INTERLOCAL AGREEMENT CREATING THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AS PRESENTED BY NCFRPC EXECUTIVE DIRECTOR, SCOTT KOONS.

Scott Koons, Executive Director, The North Central Florida Regional Planning Council, gave a presentation on the North Central Florida Regional Planning Council and spoke of the Interlocal Agreement and the proposed amendments.

Commissioner Evans asked if there was still the possibility of Citrus County coming to the North Central Florida Region. Mr. Koons stated it is still up in the air.

Resolution 2015-Q was read by title only by Attorney Johnson.

Motion Commissioner Evans to adopt Resolution 2015-Q as read into the record. Second Commissioner Williams.

Roll call vote:

Mayor Weller - yes
Vice Mayor Jamison – yes
Commissioner Evans – yes
Commissioner James – yes
Commissioner Williams – yes

Motion carried 5 – 0.

Mrs. Parham stated this is for either an in-house attorney or outside counsel.

Commissioner James stated she likes this approach; at the end we can see what participation we actually get.

Mrs. Parham stated there will be two scopes of work, one for each for review.

Commissioner James questioned, on the first scope of work, the wording of the attorney attending one Code Enforcement Board meeting. She would like the word one taken out.

Vice Mayor Jamison stated he thought we were only doing an in-house attorney advertisement. He states he does not see the need to go out for an outside attorney. He stated he thought the focus was for an in-house attorney for daily issues and questions.

Commissioner Evans stated he thought it was for in-house only also.

Vice Mayor Jamison stated when we made the needed switch to Folds and Walker, there was a certain amount of turn-over costs. He states we do owe it to the citizens to look for an in-house attorney.

Motion Vice Mayor Jamison to approve an advertisement and the scope of work for an in-house attorney and direct staff to advertise.
Second Commissioner Williams.
Motion carried 5-0.

CONSIDER APPROVAL OF LIST OF POLLWORKERS FOR THE NOVEMBER 3, 2015 CITY ELECTION.

Motion Commissioner Williams to approve the List of Poll Workers as presented for the November 3, 2015 City Elections.
Second Commissioner James.
Motion carried 5-0.

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

Motion Commissioner James to change and hold the Commission Meetings for November on November 19th, November 24th and only have one Commission Meeting in December on December 10th.
Second Commissioner Williams.
Motion carried 5-0.

CITY ATTORNEY REPORT/UPDATE

Advised of ethics training here at City Hall on October 29th. She advised that the City Manager has

invited the City of Archer to attend as well.

CITY MANAGER REPORT/UPDATE

Advised that the K-9 detection dog is coming on retirement age and the Chief would like to sign over to the handler.

Spoke of the utility bills that were sent with zero consumption.

Advised that the phone system has been fixed, but there was a glitch on Monday; and that has been corrected and it will not happen again.

Spoke of funds that will becoming available from the Water Management District.

Spoke of changing our ordinance on code enforcement to say neighborhood improvement code, instead of code enforcement.

Spoke of a letter from USDA that states that our customers are paying 40% less than they should in order for the sewer system to be self-sustaining. He stated he will contact USDA to come up with a plan within the 30 day time period. He states that he does not think that we can raise it more than $3.00.

COMMENTS AND CONCERNS:

COMMISSIONERS

Commissioner Williams-Nothing at this time

Commissioner Evans-Nothing at this time.

Commissioner James-Nothing at this time.

Vice Mayor Jamison stated that the School Resource Officer has done well and feedback has been positive.

MAYOR

Advised that the Springs Protection Forum will be October 22 at Women's Club with a field trip to Poe Springs.

Advised the NAACP Freedom Fund Annual Banquet would like for the City to sponsor a table.

Reminder that October 18, 2015 will be the Mutts and Pups event.

Motion Commissioner Evans to adjourn the meeting.
Second Commissioner James.

Mayor Weller adjourned the meeting at 7:41 p.m.

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CITY COMMISSION MEETING
MINUTES
OCTOBER 22, 2015

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

Invocation by Second Class Scout Cody Tapanes, Troup 69.

Pledge of Allegiance.

Roll Call:

Mayor Sue Weller – Present
Vice Mayor Scott Jamison – Absent
Commissioner Jason Evans – Present
Commissioner Gloria James –Present
Commissioner Byran Williams – Present

Staff Present:

Ed Booth, City Manager
Angela N. Stone, Assistant City Clerk
Jack Anterio, Police Chief
Jennifer Stull, Finance Director
Scott Walker, City Attorney

APPROVAL OF AGENDA

Mayor Weller stated that we need to table Item #3 under New Business as Ordinance 2015-13 needed to be advertised on first and second reading.

Motion Commissioner Evans to approve the agenda tabling item #3 under New Business, Considering Ordinance 2015-13.
Second Commissioner Williams.
Motion carried 4-0.

PRESENTATION OF LIFE SAVING AWARD TO OFFICER VERNON HIGGINBOTHAM.

Chief Anterio presented a Life Saving Award to Officer Higginbotham.

Officer Higginbotham stated that he accepts this on behalf of the other officers at our agency that would have done the same, and also all the fire department personnel on scene.

PRESENTATION OF ADMINISTRATIVE EXCELLENCE AWARD/COORDINATOR OF THE 1ST ANNUAL NATIONAL NIGHT OUT TO OFFICER ADAM JOY.

Chief Anterio presented Officer Adam Joy for spear heading the National Night Out Event. He stated that the event was a great success.

Officer Joy thanked the Chief for assigning this task to him.

PRESENTATION OF FRDAP GRANT CHECK BY MORGAN TYRONE, OLENO STATE PARK.

Morgan Tyrone gave an overview of the grant. He presented a grant for $100,000.00 for Catherine Taylor and the Civic Center Park for phase one of these projects.

CONTINUED BUSINESS

DISCUSSION AND CONSIDERATION OF POSITION CONCERNING THE EXTENSION OF THE ALACHUA COUNTY FOREVER PROGRAM REFERENDUM.

Mayor Weller gave an overview.

Commissioner Williams spoke of monies we have received in the past and what we used the money for.

Mr. Booth stated it would be nice to finish the Old School and maybe put in a kitchen to help hold other events.

Motion Commissioner Williams to support proposed extension of the Alachua County Forever Program Referendum.
Second Commissioner Evans.
Motion carries 4-0.

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

Bob Barnas stated that he received a copy of the letter from Rowe Well Drilling on Well #1. He stated that Well #2 had coliform. He suggested that the commission read this letter. He spoke of there being a problem with both wells.

Mr. Booth stated that Mr. Barnas is trying to upset the citizens. He stated that the letter he is referencing by Rowe is from a Well Driller and they did not test the water. He stated that he has a problem with the public being miss informed.

Mr. Barnas stated he never said contaminated. He spoke of the letter that the city sent out and read a portion.

Mr. Booth stated that the new test came back in a positive manner.

Mayor Weller stated that Well #1 was taking down for maintenance, as we should. She stated that during this maintenance we found issues.

Mr. Barnas states they need to read the letter.

Paul Barcia spoke of his zoning issue for his proposed boat and RV storage he has been working on.

Richard Daughtery spoke of his bill being $200 over his normal bill.

Mark Sexton, Alachua County Forever Program, arrived late but answered the commission's questions regarding the extension of the Alachua County Forever Program Referendum.

Betty Cooper spoke of her water issue. She has conducted an independent test and it did not pass. She is waiting for the results from DEP. She stated that Alachua County Health Department came out and tested the water and was told not to drink the water.

Mayor Weller stated we will send someone out to test the water.

Mrs. Cooper stated she wanted to know what we are doing to clean the water.

Mr. Booth advised we are flushing the line.

Dave Tucker stated he has been working on a house on 1st Avenue; he has had issues with the water. He stated that he has replaced all the plumbing and the water heater. He stated that he does not see the point of raising the water bill if the water is not safe. Spoke of other cities water rates. He spoke of the grinder pumps and his being replaced three times. Spoke of the grinder pump running up his electric bill. He suggests that the city pay the electric and have sewer meters installed and charge that way.

NEW BUSINESS

CONSIDER RESOLUTION 2015-R, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ADOPTING INCREASED RATES FOR WATER AND WASTEWATER SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Walker read by title only Resolution 2015-R.

Mayor Weller gave an overview of the increase.

Mr. Booth advised that we received a letter from USDA that the customers are paying 40% Less than they should for the sewer system to be self-sustaining. He states that he is hoping that this increase satisfies USDA bond requirements. He states as we grow we add more to the system.

Commissioner Evans states the grinder pumps are a bad system. He states the maintenance is far greater than a gravity system. He states that it is $3.00 additional a month and $1.00 for

water per month. He states there has been a lack of maintenance on the water system and we are trying to get things where we need to be. He speaks of the grant funds to replace water lines.

Mayor Weller stated this is an infrastructure issue and effects the entire city. She states we are faced with this because of our bonds and because the rates have not been increased in the past as they should.

Commissioner Williams asked when the last increase was. Mrs. Stull stated 2011. She added that 2006 through 2009 it increased every year then it did not for a few years.

Mayor Weller read a letter from Vice Mayor Jamison since he could not be at the commission meeting. His letter gave an overview of the history of the sewer system. Spoke of the system and the need to implement a plan.

Motion Commissioner Evans to approve Resolution 2015-R as read into the record. Second Commissioner James.

Terry Hull spoke of having trouble from time to time with the smell of the water, but flushing does seem to help. He spoke of being forced into this system. He hopes that the commission will look into means to more equally and equitably spread through out the community.

Bob Barnas asked what the anticipate increase will bring to the budget. Mrs. Stull stated $60,000 and $80,000. He spoke of the Sept. 8th meeting and the Finance Director recommending the increase. He spoke of the debt. He stated that you are going to make an increase without a rate study. He spoke of the CPI and that being the reason why there was no increase.

Tom DePeter asked for the reference where it was indicated that the rates needed to be assessed annually. Mr. Booth stated it is in the bond documents.

Betty Cooper spoke of not being in support of the increase. She also sked about the warranty on grinder pumps. Mr. Booth stated that there are many that are no longer under warranty. Mayor Weller added that the company did take care of the ones that had issues that were under warranty.

Paul Ramen asked about the due date changes. Mrs. Stull spoke of the typo on the recent bill. Mr. Ramen would like for the city not to install anymore of the grinder pump with issues.

Commissioner Williams stated that this increase is a need.

Roll Call:

Commissioner Evans – yes
Commissioner James – yes

Commissioner Williams – yes
Mayor Weller - yes

Motion carried 4-0.

CONSIDER APPROVAL OF CONTRACT WITH MITTAUER & ASSOCIATES FOR ENGINEERING SERVICES FOR BIDDING & CONSTRUCTION PHASE SERVICES FOR CDBG WATER MAIN REPLACEMENTS.

Mr. Booth advised that this is part of the process for the CDBG grant.

Mrs. Stull stated that this is related to the CDBG and it is over budget. She spoke to Mr. Norman of Mittauer & Associates and they are going to look at it to see if they can reduce this.

Attorney Walker gave an overview of the contract. He asked if we should delay until the next meeting. Mrs. Stull stated yes, she has not heard from Mr. Norman.

Motion Commissioner Williams to table the approval of the contract with Mittauer & Associates for engineering services for the CDBG water main replacements.
Second Commissioner James.
Motion carried 4-0.

DISCUSSION ON LEGISLATIVE PROPOSAL TO STANDARDIZE LOCAL GOVERNMENT ELECTION DATES.

Mayor Weller gave an overview.

Mayor Weller stated that she has an issue with this legislative proposal.

Motion Commissioner Evans to direct staff to express the commission's concerns to the legislature.
Second Commissioner James.

Attorney Walker to prepare a resolution.

Motion carries 4-0.

UPDATE FROM CITY MANAGER ON USDA AUDIT REVIEW.

Mr. Booth advised that he is having a rate study done by Rural Water on the rates.

Mr. Booth spoke of refinancing the sewer bond . He stated that we are going out for a grant with Suwannee River Water Management. He spoke of septic systems. He stated that it will take Rural Development's approval to refinance, since they control the bond.

CONSIDER APPROVAL OF INVOICE FROM MUNICIPAL CODE CORPORATION FOR UPDATING AND REPUBLISHING CITY CODES.

Motion Evans Commissioner to approve the invoice from the Municipal Code Corporation for updating and republishing city codes in the amount of $5,942.73.
Second Commissioner James.
Motion carried 4-0.

CITY ATTORNEY REPORT/UPDATE

Attorney Walker advised they have nothing at this time.

CITY MANAGER REPORT/UPDATE

Advised of the cracks in the casing at Well #1. Gave an overview of the plan for Well #1. Spoke of doing maintenance on Well #2. Spoke of the bacteria that Rowe Well Drilling put in their report, and that they did not test the water. He stated that we did have it tested. He stated we will treat the water on a quarterly basis instead of yearly basis on both wells. He states we have talked to many companies on solutions. He spoke of the need of looking for a new well field. He stated the water department employees have been working extremely hard. He states the operator takes it personal, but he cannot control what comes from the aquifer.

COMMENTS AND CONCERNS:

COMMISSIONERS

Commissioner James-nothing at this time.

Commissioner Evans-nothing at this time.

Commissioner Williams- nothing at this time.

MAYOR

Advised that High Springs Community School, on October 27th , is having an Altrusa Read In.

She will be sending Santa Fe College's list of classes they will be offering in the Fall B term. She states they are happy with how things are going, and they are preparing for winter classes

Motion Commissioner Evans to adjourn.
Mayor Weller adjourned the meeting at 8:03 p.m.

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: **DECEMBER 10, 2015**

SUBJECT: **DISCUSS AND CONSIDER REQUEST FROM WCA FOR A 1.4% CPI INCREASE IN RESIDENTIAL AND COMMERICAL SOLID WASTE SERVICES AND AN EFFECTIVE DATE AMENDMENT TO SECTION 10.2(A) OF CURRENT AGREEMENT.**

AGENDA SECTION: **CONTINUED BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

SECTION 10.2 OF THE CURRENT CONTRACT WITH WCA FOR SOLID WASTE SERVICES ALLOWS FOR THE CONTRACTOR TO ANNUALLY REQUEST A RATE ADJUSTMENT TO REFLECT UP TO 70% OF THE INCREASE IN THE CPI. WCA IS REQUESTING A 1.4% INCREASE TO RESIDENTIAL AND COMMERCIAL RATES.

WCA SUBMITTED AN UPDATED LETTER TODAY WITH AN AMENDING PERCENTAGE.

ATTACHMENTS: **CURRENT CONTRACT, REQUESTED CONTRACT AMENDMENT, LETTER FROM WCA.**

REVIEWED BY CITY MANAGER:_____

WCA of Florida
5002 SW 41`st Blvd
Gainesville, FL 32608

December 2, 2015

Mr. Ed Booth – City Manager
City of High Springs
110 NW 1st Ave.
High Springs, FL 3264

RE: Request for CPI 2015

Dear Mr. Booth;

WCA is pleased to be the solid waste and recycling service provider for the City of High Springs and I am amazed that a year has already gone by. I hope that WCA is not only meeting, but exceeding the expectations for the Residents, the City Council and the Staff of High Springs.

In the contract in section 10.2 (a), adjustment to rates, the Contractor may petition the city council annually for a CPI increase. The contract states the CPI will be calculated by using 70% of the annual CPI. The CPI for 2015, as reflected in the attached table, is at 2%.

The calculation for the residential collection rate increase for 2015/2016 year is 70% of the 2% CPI which is 1.4% times the current residential rate which equals $.17 per home. However, only $.08 will be assessed to the residential rate and the remaining $.09 will be adjusted through the commercial pricing matrix. (Attached).

The current rate for residential garbage collection is $11.98 per home and the new rate will be $12.06 per home per month for 2015/2016 year, effective October 1.

Thank you for your and the City Councils consideration in this request and please contact me if any questions, or concerns.

Thank you

Bob Shires
Regional Vice President
WCA of Florida, LLC
(800) 535-9533

WCA of Florida
5002 SW 41`st Blvd
Gainesville, FL 32608

Rates for 2015/2016

Commercial Cart Services - Customers that receive collection from 96-gallon Carts.

1.	Garbage & Trash	Once/Week	$18.86	Monthly Cost per Cart
2.	Garbage & Trash	Twice/Week	$24.13	Monthly Cost per Cart

Commercial Pricing Matrix

Yards	1X	2X	3X	4X	5X	6X
2	$62.47	$123.92	$186.39	$248.87	$310.31	$372.79
4	$79.88	$160.79	$240.67	$321.58	$401.46	$481.35
6	$98.32	$196.63	$294.95	$393.27	$491.59	$590.93
8	$116.75	$233.50	$349.23	$465.98	$582.74	$699.49

Section 10.2 (a) Adjustment to Rates

"The Contractor may request a rate adjustment to reflect up to 70 percent (70%) of the increase in the Consumer Price Index ("CPI-U") as published by the U.S. Department of Labor for the immediate preceding 12 month period, which the City will not unreasonably deny. No rate increase shall be requested for the period of May 1, 2014, through April 30, 2015. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31. The rates for any subsequent renewal or extension of this Agreement beyond April 30, 2019 shall be as negotiated pursuant to Section 2 of this Agreement."

CONSUMER PRICE MOVEMENTS
MARCH 2015

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2015
	Sep. 2014	Oct. 2014	Nov. 2014	Dec. 2014	Jan. 2015	Feb. 2015	Mar. 2015	
Transportation services		.5	.2	.0	.4	.3	.0	2.0

WCA of Florida
5002 SW 41`st Blvd
Gainesville, FL 32608

May 21, 2015

Mr. Ed Booth – City Manager
City of High Springs
110 NW 1st Ave.
High Springs, FL 3264

RE: Request for CPI 2015

Dear Mr. Booth;

WCA is pleased to be the solid waste and recycling service provider for the City of High Springs and I am amazed that a year has already gone by. I hope that WCA is not only meeting, but exceeding the expectations for the Residents, the City Council and the Staff of High Springs.

In the contract in section 10.2 (a), adjustment to rates, the Contractor may petition the city council annually for a CPI increase. The contract states the CPI will be calculated by using 70% of the annual CPI. The CPI for 2015, as reflected in the attached table, is at 2%.

The calculation for the residential collection rate increase for 2015/2016 year is 70% of the 2% CPI which is 1.4% times the current residential rate which equals .17 per home.

The current rate for residential garbage collection is $11.98 per home and the new rate would be $12.15 per home per month for 2015/2016 year starting in October.

Commercial rates will also be adjusted to reflect the 1.4% increase and a commercial matrix to the City is attached.

Thank you for your consideration and the City Councils consideration in this request.

Please let me know if any questions, or concerns.

Thank you

Bob Shires
Regional Vice President
WCA of Florida, LLC
(800) 535-9533

WCA of Florida
5002 SW 41`st Blvd
Gainesville, FL 32608

Rates for 2015/2016

Commercial Cart Services - Customers that receive collection from 96-gallon Carts.

1.	Garbage & Trash	Once/Week	$18.86	Monthly Cost per Cart
2.	Garbage & Trash	Twice/Week	$24.13	Monthly Cost per Cart

Commercial Price Matrix

Yards	1X	2X	3X	4X	5X	6X	Extra Pick-Up
2	$61.85	$122.69	$184.55	$246.40	$307.24	$369.10	$20.28
4	$79.09	$159.20	$238.29	$318.40	$397.49	$476.58	$30.42
6	$97.34	$194.69	$292.03	$389.38	$486.72	$585.08	$40.56
8	$115.60	$231.19	$345.77	$461.37	$576.97	$692.56	$50.70

Section 10.2 (a) Adjustment to Rates

"The Contractor may request a rate adjustment to reflect up to 70 percent (70%) of the increase in the Consumer Price Index ("CPI-U") as published by the U.S. Department of Labor for the immediate preceding 12 month period, which the City will not unreasonably deny. No rate increase shall be requested for the period of May 1, 2014, through April 30, 2015. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31. The rates for any subsequent renewal or extension of this Agreement beyond April 30, 2019 shall be as negotiated pursuant to Section 2 of this Agreement."

CONSUMER PRICE MOVEMENTS
MARCH 2015

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2015
	Sep. 2014	Oct. 2014	Nov. 2014	Dec. 2014	Jan. 2015	Feb. 2015	Mar. 2015	
Transportation services		.5	.2	.0	.4	.3	.0	2.0

Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, and Contractor elects not to provide service on those days, Contractor shall collect the Refuse on the next day other than a Sunday for the subject route.

Section 9. CONTRACTOR'S OFFICE

The Contractor shall provide at its expense, a suitable office located in the vicinity of the Service Area with telephone service (a local number for City residents) where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill the City for services provided during the previous month and City shall pay Contractor within 15 days of receipt of such invoice. The City shall be responsible for billing all of the Residential and Commercial customers. The rates to City for such service shall be initially as set forth in Exhibit A.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth on Exhibit A, and adjusted as follows: For the annual periods of this Agreement (see below), the Contractor may request a rate adjustment to reflect up to 70 percent (70%) of the increase in the Consumer Price Index ("CPI-U") as published by the U.S. Department of Labor for the immediate preceding 12 month period, which the City will not unreasonably deny. No rate increase shall be requested for the period of May 1, 2014, through April 30, 2015. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31. The adjustment shall take effect on October 1 of each subsequent year. The rates for any subsequent renewal or extension of this Agreement beyond April 30, 2019 shall be as negotiated pursuant to Section 2 of this Agreement.

(b) Change in Law. Beginning May 1, 2015, at any time during the term of this Agreement, or any extension, the Contractor may request an increase to offset the increased costs to Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2a.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization Power and Authority. Contractor is a corporation or other legal entity duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by

FW: High Springs CPI info

Skip McCall <smccall@wcamerica.com>

Fri 10/30/2015 1:14 PM

Inbox

To:Jenny Parham <jparham@highsprings.us>;

2 attachments (218 KB)

High Springs CPI letter.docx; agreement1.docx;

Hi Jenny,

Below is the email I sent Mr. Booth back in June of this past year. I have also attached a copy of the letter we sent to him as well.

I've also attached a copy of the provision that's in our current agreement which will need to be amended to reflect the change of the CPI effective date. I added in the language for your review.

Please let me know if you have any questions.

Thanks!

Skip McCall
North Florida Municipal Marketing
WCA Waste Corporation
352-267-9641
WCA4

From: Skip McCall
Sent: Wednesday, June 03, 2015 12:31 PM
To: 'ebooth@highsprings.us'
Cc: Brad Avery; Lorri Brown
Subject: High Springs CPI info

Good morning Mr. Booth,

As a follow up to our conversation yesterday, the CPI increase for this year will go into effect 10/1/2015 (see attached). In order to make this date consistent for future years, a request to have the current contract modified through an addendum would be recommended. Please let me know if there is any other information that you may need to assist with this request.

Thanks and I hope you're having a great week!

14.0061.00

CITY OF HIGH SPRINGS
SOLID WASTE FRANCHISE AGREEMENT

This Agreement made and entered into on the 30th day of April 2014, by and between The City of High Springs, a Florida municipal corporation , of 110 NW 1st Avenue, High Springs, Florida 32643, hereinafter referred to as "City", and "WCA" or WCA of Florida, LLC., of 5002 SW. 41st Blvd, Gainesville, Fl. 32608, hereinafter referred to as "Contractor'.

WITNESSETH:

WHEREAS, City is desirous of securing the services of the Contractor to operate a waste hauling service for the City; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the City; and

WHEREAS, after accepting competitive bids for Residential and Commercial Collection and Disposal of Solid Waste, Yard Trash, and Recycling, the City has selected Contractor as the lowest and best bid.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties agree as follows:

Section 1. COMMENCEMENT OF WORK

The refuse collection work outlined in this Agreement shall commence no later than May 1, 2014.

Section 2. TERM

The initial term of the Agreement shall be for a period of Five years, beginning May 1, 2014 and terminating April 30, 2019. This Agreement may be extended on a Three (3) year or Five (5) year basis, commencing with the expiration of the initial term based on successful negotiations of the rates between the City and the Contractor. Negotiations for extension shall commence at least nine (9) months before expiration of the initial term and shall be concluded 180 days prior to the expiration of the initial term. At that time, the City shall notify the Contractor in writing of its desire with regard to extension of the contract. Any such written notice shall be served via certified or registered mail with return receipt requested. Negotiation of subsequent one-year extensions shall proceed in the same manner in each succeeding period of the contract, unless otherwise agreed upon in writing.

Section 3. DEFINITION OF TERMS

3.1 Authorized Representative. Any representative of the City designated as the City's Authorized Agent for the purpose of this contract either in a provision of the specifications or in written communications from the City Manager to the Contractor.

3.2 Automated Collection Service. Shall mean the collection of Refuse from residential customers and businesses receiving residential-type collection by means of a Cart into which all waste shall be placed, and where such Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means.

3.3 Biohazardous Waste. Shall mean any solid waste or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans and animals, or as otherwise defined as biohazardous pursuant to Chapter 17-7, F.A.C.

3.4 Bulk Residential Waste. Shall mean Yard Trash, Mattresses, Furniture, Rubbish, White Goods and other waste materials other than Garbage, and excluding Construction and Demolition Debris (except for minor amounts of household remodeling waste), Infectious Waste, Biohazardous Waste or Hazardous Waste all of which are excluded from the collection services hereunder, generated by a residential customer at a residential premises, with weights or volumes greater than those allowed for Carts. Bulk Yard Trash ("Bulk Yard Trash") is Yard Trash that will not fit in the Cart, and it shall not be mixed with other bulk items.

3.5 Carts. Shall mean automated Carts. Residential Refuse collection service or residential-style commercial collection shall utilize a cart ("Cart"), located on public right-of-way and/or property, which is a Contractor-provided container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tight-fitting hinged lid, ninety-six (96) gallons in rated capacity, and designed or intended to be used for automated or residential collection service for Refuse.

3.6 Clean Debris. Shall mean any solid waste or liquid waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes contaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other waste designated by the City.

3.7 Commercial Service. Shall herein refer to the service provided to business establishments, churches, schools, Multiple Dwelling Units, (unless the Multiple Dwelling Units receive residential collection service), office buildings, industrial facilities and other commercial establishments.

3.8 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.

3.9 Construction and Demolition Debris. Shall mean materials defined as such form time to time by the Department and Chapter 17-7, F.A.C.

3.10 Containers. Shall mean those containers located on public right-of-way and/or property.

3.11 Curbside. Shall herein refer to the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. The designated location shall be within five (5) feet of the traveled streets, roads, or alleys or as otherwise needed to accommodate the automated collection equipment.

3.12 Department. Shall mean the Florida Department of Environmental Regulation.

3.13 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the disposal facility used by the Contractor for disposal of the Refuse collected by the Contractor.

3.14 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, excluding recyclable containers, utilized in normal household use, which due to their ability to retain water, may serve as a breeding place for mosquitoes and other insects.

3.15 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the City and Contractor.

3.16 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. For the purposes of this Agreement, Garden and Yard Trash shall not exceed five (5) feet in length or forty (40) pounds in weight.

3.17 Hazardous Waste. Shall mean solid waste, or combination of solid waste, which because of its quantity, concentration or physical, chemical or infection characteristics may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes, but is not limited to waste:

(a) that is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 6901, et seq. as amended and the regulations promulgated thereunder; or

(b) that contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq, as amended and the regulations promulgated thereunder; or

(c) that contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 17-7.020(24) and regulations promulgated thereunder; or

(d) that contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

3.18 Household Trash. Shall herein refer to accumulation of paper, magazines, packaging, containers, sweepings, and all other accumulations or nature of other garbage or lawn trash, which are usual to housekeeping. Special Waste, furniture, White Goods, and construction material is not Household Trash.

3.19 Illegal Dumps. Shall mean those piles of solid waste, special waste, trash and/or yard trash illegally disposed of on public right-of-ways and property within the limits of the City of High Springs.

3.20 Industrial Waste. Shall mean wastes created as a byproduct or discard from manufacturing and industrial operations that by the nature of the wastes, such as composition, weight, or volume, would require special handling or special equipment to accommodate collection and disposal.

3.21 Infectious Waste. Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

3.22 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

3.23 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.

3.24 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).

3.25 Recyclables. Shall mean those items that are approved and designated by the City as residential recyclable items such as newspapers, plastic bottles and containers, aluminum cans, magazines, corrugated cardboard, etc.

3.26 Refuse. Shall mean Garbage, Commercial Trash and Household Trash, and Garden and Yard Trash. Hazardous Waste, Biohazardous Waste Infectious Waste and Recycled Material are excluded.

3.27 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.

3.28 Rubbish. Shall mean waste material other than Garbage, which is usually attendant to domestic households, housekeeping, operation of stores, offices and other commercial establishments. This shall include, but is not limited to, paper, magazines, packaging, containers, rags excelsior, and other packing material, bottles and cans, excluding recyclable materials.

3.29 Service Area. Shall mean the City.

3.30 Solid Waste. Includes refuse, yard trash, clean debris, white goods, special waste, ashes, sludge, refuse or other discarded material from residential locations.

3.31 Special Services. Shall mean any collection or disposal service provided which exceeds the uniform level of service provided under residential and commercial service systems and for which a special charge is applied.

3.32 Special Waste. Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, white goods, whole tires, used tires, used oil, mattresses, furniture, lead-acid batteries, and biological wastes.

3.33 Trash. Shall mean all movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house and/or apartment.

3.34 Yard Trash. Shall mean vegetative matter resulting from landscaping maintenance and land clearing operations including accumulation of lawn, grass, shrubbery

cuttings or clippings, and dry leaf raking, palm fronds, small tree branches (which shall not exceed five (5) feet in length and five (5) inches in diameter), bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and collection in loader package type sanitation equipment used for regular collections from domestic households. All yard trash shall be containerized with exceptions of small tree limbs. However, Yard Trash placed in approved receptacles may be bagged using paper products bags.

Section 4. GRANT OF RIGHT: GENERAL CONDITIONS

4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash, residential recyclables collection, and Commercial Trash collection services within the Service Area, together with any other service contained in the bid documents and Contractor's successful bid. The Contractor's successful bid and Bid Package are attached hereto and incorporated herein, and except where they conflict with this Agreement, may reflect additional obligations of the parties. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service and residential recyclables collection in the Service Area in accordance with the terms of this Agreement, the Contractor's successful bid and the Bid Package.

Section 5. RESIDENTIAL COLLECTION SERVICE

5.1 Duties. For Automated Collection Service, each single family home is required to have one (1) 96-gallon Cart for Residential Refuse and Two (2) 18-gallon Recycling Bins. The Contractor shall collect and dispose of the Garbage, Garden and Yard Trash and Recyclables, once per week from all single family homes, Multiple Dwelling Units receiving curbside residential collection service and mobile homes in the Service Area. All Refuse and Yard Trash shall be placed in its respective container or scheduled for bulk collection. For bulk collections, Contractor shall collect and dispose of Bulk Residential Waste and White Goods, and Yard Trash that does not fit into the Yard Trash Container, twice per month. For the Yard Trash collection, the waste shall not be bagged (i.e. it shall be placed in the Container loose). Recyclables shall be placed in Contractor-provided 18 gallon recycling bins.

5.2 Point of Pickup for Residential Refuse. Collection of residential Refuse and recyclables shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle by 7:00 a.m. of the designated collection day. Carts shall be set out as directed by the City or the Contractor so that the mechanical arm has access to the Cart. For Carts, the customer should place the Cart such that the collection vehicle and its automated arm have access to the Cart, including that the correct side of the Cart is facing the street. Customers with questions may contact the City's Authorized Representative or the Contractor. If the customer and Contractor cannot agree upon an appropriate location for a Cart, the City shall mediate the dispute and designate the location where collection shall occur.

5.3 Provision of Carts; Ownership; Repair; Replacement. Contractor, at its cost, shall purchase and deliver original Carts (one (1) Refuse Cart and Two (2) 18-gallon Recycling Bins to all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and commercial collection customer locations receiving residential-type (formerly "hand rear load") collection service. If occupancy of a dwelling changes; Contractor shall deliver, at its cost, additional Carts to the new account holder, if necessary. Such Carts are the property of the Contractor, and shall be treated accordingly by the Customer. Contractor shall

retain ownership of the Carts, including all Replacement Carts or repaired Carts, for the term of this Agreement, as well as for the term of any renewal(s) or extension(s), and beyond. Upon expiration of this Agreement, including any extension(s) or renewal(s), or its termination for any reason including during any renewal(s) or extension(s), Contractor shall have the right to immediately collect all Carts from all units. Contractor shall make minor repairs to Carts, such as wheel and lid replacement, at its cost (normal wear and tear repairs). When a residential customer desires to purchase an Additional Cart, or where a Cart has been damaged by Customer negligence and the customer must replace it (a Replacement Cart), the customer shall be required to purchase such Carts from the City at the Customer's cost. The City shall obtain all such Carts from Contractor. A Replacement or repaired Cart is and remains the property of the Contractor in the same manner as described above for the original Carts. Additional Cart(s) purchased by the customer are the property of the customer. Contractor shall replace one stolen Refuse Cart per customer during the term of this Agreement. Contractor shall repair or replace Carts it damages.

Section 6. COMMERCIAL COLLECTION SERVICE

6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service, including the downtown public trash cans located on Main Street.

6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available one (1) time per week for individual containers to prevent containers from becoming overloaded. Frequency of dumpster pick-ups shall be as contracted for by the owner of the commercial business.

6.3 Point of Pickup for Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.

6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.

6.5 Exclusions. Special Waste, Hazardous Waste, Industrial Waste, Biohazardous Waste, commercially-generated recyclables, and Construction and Demolition Debris are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

Section 7. INDUSTRIAL COLLECTION.

No Municipal Industrial Waste Collection Provided. The Contractor shall provide no industrial waste collection for the City of High Springs. Persons and businesses generating industrial waste shall be required to dispose of same in a lawful manner by utilizing a licensed, qualified private service provider.

Section 8. SCHEDULES AND ROUTES

8.1 Schedules. Contractor shall provide the City with schedules for all residential collection routes.

8.2 Holidays. Contractor may elect not to provide service on the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Fourth of July, Labor Day,

Thanksgiving and Christmas. If the regular collection day falls on any of the aforementioned holidays, and Contractor elects not to provide service on those days, Contractor shall collect the Refuse on the next day other than a Sunday for the subject route.

Section 9. CONTRACTOR'S OFFICE

The Contractor shall provide at its expense, a suitable office located in the vicinity of the Service Area with telephone service (a local number for City residents) where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

Section 10. PAYMENT AND BILLING

10.1 Billing. Contractor shall bill the City for services provided during the previous month and City shall pay Contractor within 15 days of receipt of such invoice. The City shall be responsible for billing all of the Residential and Commercial customers. The rates to City for such service shall be initially as set forth in Exhibit A.

10.2 Adjustments to Rates.

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth on Exhibit A, and adjusted as follows: For the annual periods of this Agreement (see below), the Contractor may request a rate adjustment to reflect up to 70 percent (70%) of the increase in the Consumer Price Index ("CPI-U") as published by the U.S. Department of Labor for the immediate preceding 12 month period, which the City will not unreasonably deny. No rate increase shall be requested for the period of May 1, 2014, through April 30, 2015. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31. The rates for any subsequent renewal or extension of this Agreement beyond April 30, 2019 shall be as negotiated pursuant to Section 2 of this Agreement.

(b) Change in Law. Beginning May 1, 2015, at any time during the term of this Agreement, or any extension, the Contractor may request an increase to offset the increased costs to Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2a.

Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor makes the following representations and warranties:

11.1 Organization, Power and Authority. Contractor is a corporation or other legal entity duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by

Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

Section 12. DEFAULT

In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies. The prevailing party shall be entitled to recover all costs associated with an action to enforce this Agreement or for breach of this Agreement, including court costs and reasonable attorney's fees.

Section 13. PERMITS AND LICENSES

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, shall maintain the same in full force and effect, and shall furnish true copies of same to the City upon request. Contractor shall immediately notify City of any suspension or termination of such permits and licenses.

Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be effected without ten (10) days prior written notice to City.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of $1,000,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have City as additional insured for claims arising out of the work performed in this agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy promulgated by the State Florida Insurance Commissioner.

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of $1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.5 Excess Umbrella Liability. $5,000,000.

14.6 Performance Bond. Contractor shall provide City with an annually renewable performance bond in the amount of One Hundred Per Cent (100%) of one (1) years Revenue for Residential Services for the faithful performance of this Agreement. Notwithstanding anything elsewhere in the Agreement to the contrary, the liability of the Principal and the Surety under this annually renewable bond is limited to a one (1) year term. Any extensions or renewals of the performance bond must be consented to in writing by the Principal and the Surety. Failure to extend or renew the performance bond by the Principal and the Surety shall not constitute a default under the bond; however, such failure shall not relieve the Contractor from the duty to furnish an adequate replacement bond for the un-expired term of this contract.

Section 15. BOOKS AND RECORDS

City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. City shall maintain such records in a confidential manner to the extent permitted by law.

Section 16. PUBLIC RECORDS

Pursuant to Florida Statute, §119.0701, the parties agree to the following:

16.1 During the term of this Agreement, the Contractor 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.

16.2 The Contractor 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.

16.3 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, 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."

16.4 The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of the Contractors 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.

16.5 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.

16.6 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.

Section 17. NOTICES

Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

Section 18. SEVERABILITY

If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising under this Agreement shall be in Alachua County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:

By: _____
Jenny L. Parham
City Clerk

CITY OF HIGH SPRINGS, FLORIDA:

By: _____
Bryan Williams, Mayor
(Municipal Seal)

ATTEST:

By: _____
Larry Branz, Regional Controller

WCA OF FLORIDA, LLC.

By: _____
Bob Shires, Regional Vice President

EXHIBIT "A" PRICING

CITY OF HIGH SPRINGS
HIGH SPRINGS, FLORIDA

BID
PRICING

RFB #2014-01

Residential and Commercial
Collection and Disposal of
Solid Waste, Yard Trash, and Recycling

RFB 2014-01
MANDATORY BID FORM – 1

Bid Proposal

Residential Rates*
($/Customer/Month)
Note* Rates are Per Cart per Month

Services	Frequency	Base Rate (1-3 Yrs)	(1-4 Yrs)	(1-5 Yrs)
1. Garbage & Trash	Once/week	$11.98	$11.98	$11.98
2. Garbage & Trash	Twice/week	N/A	N/A	N/A
3. Yard Trash	Once/week	Included	Included	Included
4. Recycling	Once/week	Included	Included	Included
5. White Goods	Twice/month	Included	Included	Included
6. Illegal Dumps	Once/week	Included	Included	Included
	TOTAL $	$11.98	$11.98	$11.98

Additional Residential Services:

1. **Additional Residential Garbage & Trash Cart - $11.98 per month per cart**
2. **Additional Residential Recycling Bins – "No Charge" to customer**

Commercial Cart Services - Customers that receive collection from 96-gallon Carts.

1.	Garbage & Trash	Once/Week	$18.60	Monthly Cost per Cart
2.	Garbage & Trash	Twice/Week	$23.80	Monthly Cost per Cart

RFB 2014-01
MANDATORY BID FORM – 1
(continued)

Price Sheet for (1-5 Yrs)

COMMERCIAL PRICE MATRIX

	1X	2X	3X	4X	5X	6X	Extra Pick-Up
2 YARD	$61.00	$121.00	$182.00	$243.00	$303.00	$364.00	$20.00
3 YARD	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 YARD	$78.00	$157.00	$235.00	$314.00	$392.00	$470.00	$30.00
6 YARD	$96.00	$192.00	$288.00	$384.00	$480.00	$577.00	$40.00
8 YARD	$114.00	$228.00	$341.00	$455.00	$569.00	$683.00	$50.00
10 YARD	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

K. Base rates will include disposal fees.
L. Bids shall be developed using current pricing.
M. The minimum franchise period will be three (3) years with a maximum of five (5) years at the City's option. At the City's discretion, franchise period may be renewed at the end of the franchise term.
N. Rates throughout the selected franchise period will be adjusted yearly using 70% of the difference of the CPI as determined by the Bureau of Labor Statistics, United States Department of Labor.
O. City reserves the right to award residential and commercial contracts to separate contractors and to accept or reject the bids on either contract.

BIDDER'S NAME: WCA

SUBMITTAL:

WCA **BIDDER**	**BY** Bob Shires
5002 SW 41st Blvd **BUSINESS ADDRESS**	**SIGNATURE**
Gainesville, FL 32608 **CITY, STATE, & ZIP CODE**	Regional Vice President **TITLE**
(352) 377-0800 **BUSINESS TELEPHONE**	17 February 2014 **DATE**

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: **DECEMBER 10, 2015**

SUBJECT: **RANKING OF TOP FIVE CITY ATTORNEY CANDIDATES.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

THE CITY COMMISSION WILL SUBMIT THEIR TOP FIVE RANKED CITY ATTORNEY APPLICANTS. THE SCORES WILL BE TOTAL FOR FINAL RANKING. THE COMMISSION WILL ALSO REVIEW ESTIMATED COSTS FOR THE IN HOUSE POSITION.

ATTACHMENTS: **ESTIMATED COST SHEET**

REVIEWED BY CITY MANAGER:_____

ESTIMATED IN HOUSE ATTORNEY COSTS

NON-REOCCURING

DESK/CHAIR/BOOKCASE	$	600.00
COMPUTER	$	1,500.00
TABLET	$	500.00
	$	**2,600.00**

REOCCURING

SALARY	$	70,000.00
FICA/MED	$	5,400.00
WORKERS COMP	$	400.00
UNEMPLOYMENT	$	1,000.00
RETIREMENT	$	15,500.00
HEALTH INSURANCE	$	7,000.00
VISION/LIFE INSURANCE	$	400.00
TRAINING/TRAVEL	$	1,500.00
OFFICE SUPPLIES	$	800.00
DUES	$	500.00
COMMUNICATION	$	1,500.00
OUTSIDE LEGAL	$	10,000.00
	$	**114,000.00**

FOLDS & WALKER		ROUTINE		NON ROUTINE		TOTAL
FY 12/13	$	52,863.15	$	35,052.69	$	87,915.84
FY 13/14	$	54,946.16	$	105,418.84	$	160,365.00
FY 14/15	$	55,224.44	$	70,421.65	$	125,646.09
AVERAGE	$	124,642.31				

General Ledger

FY12-13

Account Analysis

User: jparham
Printed: 12/3/2015 - 12:33 PM
Period: 01 to 12, 2013

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-00-00 - Professional Svcs-City Attorne								
System: AP								
10/25/2012	F00180 - Folds & Walker, LLC	Pro Rated Services for month of October	AP	F00180	1	142	3,193.52	0.00
11/15/2012	F00180 - Folds & Walker, LLC	Services for November 2012	AP	F00180	2	32	4,500.00	0.00
12/13/2012	F00180 - Folds & Walker, LLC	Services for month of December 2012	AP	F00180	3	34	4,541.50	0.00
01/10/2013	F00180 - Folds & Walker, LLC	Services for month of January 2013	AP	F00180	4	32	4,500.00	0.00
02/07/2013	F00180 - Folds & Walker, LLC	February 2013	AP	F00180	5	18	4,500.00	0.00
03/07/2013	F00180 - Folds & Walker, LLC	March Legal Fees	AP	F00180	6	21	4,500.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	Service for Month of April 2013 anc sher	AP	F00180	7	28	4,550.00	0.00
05/14/2013	F00180 - Folds & Walker, LLC	Service for Month of May 2013 and for cr	AP	F00180	8	41	4,527.42	0.00
06/13/2013	F00180 - Folds & Walker, LLC	Services for Month of June 2013	AP	F00180	9	36	4,550.71	0.00
07/11/2013	F00180 - Folds & Walker, LLC	Professional Services for month of July	AP	F00180	10	33	4,500.00	0.00
08/14/2013	F00180 - Folds & Walker, LLC	Services of month of August 2013	AP	F00180	11	35	4,500.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	Services for the month of September 2013	AP	F00180	12	89	4,500.00	0.00
						AP System Totals:	52,863.15	0.00
						001-04-01-514-310-00-00 Totals:	52,863.15	0.00
						Dept 001-04 EXPENSE Totals:	52,863.15	0.00
						EXPENSE Totals:	52,863.15	0.00
						001 Totals:	52,863.15	0.00
						Report Totals:	52,863.15	0.00

General Ledger

Account Analysis

FY 12-13 Non-Routine $35,052.69

User: jparham
Printed: 12/3/2015 - 12:34 PM
Period: 01 to 12, 2013

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-20-00 - Prof Svcs-Non Routine Legal								
System: AP								
10/18/2012	W00108 - William Whitley, PA	Legal Services RE: Hearing on Terminati	AP	W00108	1	66	600.00	0.00
10/31/2012	S00102 - Sniffen & Spellman, P.A.	PBA Bargaining - Michael P. Spellman	AP	S00102	1	194	4,503.25	0.00
10/31/2012	S00102 - Sniffen & Spellman, P.A.	Email with Chief Holley; review latest i	AP	S00102	1	194	105.00	0.00
12/05/2012	S00102 - Sniffen & Spellman, P.A.	Legal Services through November 30, 2012	AP	S00102	3	13	210.00	0.00
12/13/2012	F00180 - Folds & Walker, LLC	USDA Sewer Expansion - "Tweeners"	AP	F00180	3	34	2,824.00	0.00
12/13/2012	F00180 - Folds & Walker, LLC	Comp. Time Issue	AP	F00180	3	34	1,711.00	0.00
12/13/2012	F00180 - Folds & Walker, LLC	Ross Ambrose vs. City of High Springs	AP	F00180	3	34	1,920.00	0.00
12/13/2012	F00180 - Folds & Walker, LLC	Christian Popoli vs. City of High Spring	AP	F00180	3	34	508.00	0.00
01/10/2013	F00180 - Folds & Walker, LLC	Comp. Time Issue	AP	F00180	4	32	175.00	0.00
01/10/2013	F00180 - Folds & Walker, LLC	Ross Ambrose vs. City of High Springs	AP	F00180	4	32	1,504.00	0.00
01/10/2013	F00180 - Folds & Walker, LLC	USDA Sewer Expansion - "Tweeners"	AP	F00180	4	32	2,480.00	0.00
01/31/2013	S00102 - Sniffen & Spellman, P.A.	Legal Services through December 31, 2012	AP	S00102	4	110	122.50	0.00
02/07/2013	F00180 - Folds & Walker, LLC	Comp. Time Issue (see statement)	AP	F00180	5	18	2,111.50	0.00
02/07/2013	F00180 - Folds & Walker, LLC	Extra Service - February 2013	AP	F00180	5	18	575.87	0.00
02/14/2013	F00180 - Folds & Walker, LLC	Ross Ambrose vs. City of High Springs	AP	F00180	5	43	536.00	0.00
02/14/2013	F00180 - Folds & Walker, LLC	Christian Popoli vs. City of High Spring	AP	F00180	5	43	308.00	0.00
02/26/2013	City of High Springs Department of Labor	City of High Springs Department of Labor	AP	F00201	5	78	6,593.50	0.00
02/28/2013	-		AP		5	85	0.00	6,593.50
02/28/2013	F00201 - Ford & Harrison LLP	City of High Springs Department of Labor	AP	F00201	5	97	6,593.50	0.00
02/28/2013	P00107 - Preferred Governmental Insurance Trust	Christian Popoli Lawsuit	AP	P00107	5	97	2,952.00	0.00
02/28/2013	P00107 - Preferred Governmental Insurance Trust	Ross Ambrose Lawsuit	AP	P00107	5	97	5,000.00	0.00
03/07/2013	R00154 - Rumberger Kirk & Caldwell	Legal Fees see invoice 778357 dated Sep	AP	R00154	6	21	1,152.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	Fees for Ross Ambrose Vs. City of High	AP	F00180	7	28	1,408.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	Christian Popoli vs. High springs work	AP	F00180	7	28	1,912.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	Comp Time Issue work	AP	F00180	7	28	1,698.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	USDA Sewer Expansion work	AP	F00180	7	28	80.00	0.00
04/10/2013	F00180 - Folds & Walker, LLC	Forclosure Mincey work	AP	F00180	7	28	344.00	0.00

14,775.87

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
04/10/2013	F00180 - Folds & Walker, LLC	North End Developement work	AP	F00180	7	28	(200.00)	0.00
04/17/2013	P00107 - Preferred Governmental Insurance Trust	C. Popoli-deductible	AP	P00107	7	47	2,048.00	0.00
05/14/2013	F00180 - Folds & Walker, LLC	Ross Ambrose vs. COHS	AP	F00180	8	41	380.00	0.00
05/14/2013	F00180 - Folds & Walker, LLC	Popoli vs COHS	AP	F00180	8	41	280.00	0.00
05/14/2013	F00180 - Folds & Walker, LLC	Howe Development Corporation	AP	F00180	8	41	880.00	0.00
06/13/2013	F00180 - Folds & Walker, LLC	May 2013 Non Routine Service for Popoli	AP	F00180	9	36	864.00	0.00
07/11/2013	F00180 - Folds & Walker, LLC	Popoli Vs. High Springs (June)	AP	F00180	10	33	228.00	0.00
07/11/2013	F00180 - Folds & Walker, LLC	USDA Sewer Expansion	AP	F00180	10	33	340.00	0.00
07/11/2013	F00180 - Folds & Walker, LLC	annexation correction	AP	F00180	10	33	2,457.50	0.00
08/14/2013	F00180 - Folds & Walker, LLC	Forfeiture-Fairley	AP	F00180	11	35	2,048.92	0.00
08/14/2013	F00180 - Folds & Walker, LLC	Popoli Case	AP	F00180	11	35	1,484.00	0.00
08/14/2013	F00180 - Folds & Walker, LLC	USDA Sewer Expansion	AP	F00180	11	35	610.00	0.00
08/14/2013	F00180 - Folds & Walker, LLC	Annexation Correction	AP	F00180	11	35	250.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	Draft Email to Comm. Barnas regarding st	AP	F00180	12	89	20.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	Christian Popoli Case	AP	F00180	12	89	2,840.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	USDA Sewer Expansion	AP	F00180	12	89	120.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	CRA	AP	F00180	12	89	536.00	0.00
09/30/2013	F00180 - Folds & Walker, LLC	Annexation Correction	AP	F00180	12	89	1,296.40	0.00
						AP System Totals:	64,809.94	6,593.50
System: GL								
10/01/2012	Reverse JE# 146 Additional Accrued Expenses		GL		1	193	0.00	4,503.25
09/30/2013	Record FY 2013 Accrued Expenses		GL		12	121	2,581.55	0.00
						GL System Totals:	2,581.55	4,503.25
						001-04-01-514-310-20-00 Totals:	67,391.49	11,096.75
						Dept 001-04 EXPENSE Totals:	67,391.49	11,096.75
						EXPENSE Totals:	67,391.49	11,096.75
						001 Totals:	67,391.49	11,096.75
						Report Totals:	67,391.49	11,096.75

20,276.82

General Ledger

Account Analysis

FY 13-14

User: jparham
Printed: 12/3/2015 - 11:46 AM
Period: 01 to 12, 2014

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-00-00 - Professional Svcs-City Attorne								
System: AP								
10/15/2013	F00180 - Folds & Walker, LLC	Services for 10/2013	AP	F00180	1	54	4,500.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	Services for Month of November 2013	AP	F00180	2	40	4,500.00	0.00
12/11/2013	F00180 - Folds & Walker, LLC	Services for month of december and Targe	AP	F00180	3	26	5,150.43	0.00
01/15/2014	F00180 - Folds & Walker, LLC	Services for month of January 2014	AP	F00180	4	41	4,560.33	0.00
02/11/2014	F00180 - Folds & Walker, LLC	Services for February 2014	AP	F00180	5	23	4,500.00	0.00
03/11/2014	F00180 - Folds & Walker, LLC	Services March 2014	AP	F00180	6	33	4,500.00	0.00
04/09/2014	F00180 - Folds & Walker, LLC	Aoruk 2014 Services	AP	F00180	7	21	4,500.00	0.00
05/14/2014	F00180 - Folds & Walker, LLC	Services for Month of May 2014	AP	F00180	8	30	4,500.00	0.00
06/25/2014	F00180 - Folds & Walker, LLC	June 2014 services and Recording fees	AP	F00180	9	67	4,561.70	0.00
07/09/2014	F00180 - Folds & Walker, LLC	Services for month of July 2014	AP	F00180	10	29	4,500.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	Services for August 2014 and courthouse	AP	F00180	10	123	4,673.70	0.00
09/30/2014	F00180 - Folds & Walker, LLC	Services for Month of September 2014	AP	F00180	12	108	4,500.00	0.00
						AP System Totals:	54,946.16	0.00
						001-04-01-514-310-00-00 Totals:	54,946.16	0.00
						Dept 001-04 EXPENSE Totals:	54,946.16	0.00
						EXPENSE Totals:	54,946.16	0.00
						001 Totals:	54,946.16	0.00
						Report Totals:	54,946.16	0.00

General Ledger

Account Analysis

FY 13-14
Non-Routine

User: jparham
Printed: 12/3/2015 - 11:48 AM
Period: 01 to 12, 2014

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-20-00 - Prof Svcs-Non Routine Legal								
System: AP								
10/02/2013	F00180 - Folds & Walker, LLC	Dept of Labor Investigation attorney fee	AP	F00180	1	6	15,825.00	0.00
10/15/2013	F00180 - Folds & Walker, LLC	Popoli vs. COHS 09/2013	AP	F00180	1	54	1,513.55	0.00
10/15/2013	F00180 - Folds & Walker, LLC	Clay Electric Franchise Fee 09/2013	AP	F00180	1	54	588.00	0.00
10/15/2013	F00180 - Folds & Walker, LLC	CRA 09/13	AP	F00180	1	54	280.00	0.00
10/15/2013	F00180 - Folds & Walker, LLC	Annexation corrections 09/2013	AP	F00180	1	54	200.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	Pritchard case	AP	F00180	2	40	368.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	Annexation Corrections	AP	F00180	2	40	380.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	CRA	AP	F00180	2	40	120.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	PBA	AP	F00180	2	40	2,021.60	0.00
11/20/2013	F00180 - Folds & Walker, LLC	Clay Electric Franchise Fee	AP	F00180	2	40	916.00	0.00
11/20/2013	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	2	40	5,935.99	0.00
11/26/2013	C00157 - City of High Springs	Reimburse City for legal fees for Phase 4 N&Ad	AP	C00157	2	64	7,174.00	0.00
12/11/2013	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	3	26	4,217.95	0.00
12/11/2013	F00180 - Folds & Walker, LLC	Abmrose case (November)	AP	F00180	3	26	855.95	0.00
12/11/2013	F00180 - Folds & Walker, LLC	PBA (November)	AP	F00180	3	26	1,228.00	0.00
01/15/2014	F00180 - Folds & Walker, LLC	Northend Homeland Dev.	AP	F00180	4	41	2,220.00	0.00
01/15/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	4	41	1,308.00	0.00
01/23/2014	F00180 - Folds & Walker, LLC	Annexation Correction	AP	F00180	4	64	40.00	0.00
02/11/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	5	23	320.00	0.00
02/11/2014	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	5	23	836.00	0.00
02/11/2014	F00180 - Folds & Walker, LLC	Annexation Correction	AP	F00180	5	23	60.00	0.00
02/11/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	5	23	2,232.00	0.00
03/11/2014	F00180 - Folds & Walker, LLC	Clay Electric Fran. Fee	AP	F00180	6	33	1,104.00	0.00
03/11/2014	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	6	33	2,292.00	0.00
03/11/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	6	33	300.00	0.00
03/11/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	6	33	1,944.00	0.00
04/09/2014	F00180 - Folds & Walker, LLC	Northend	AP	F00180	7	21	6,224.00	0.00

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
04/09/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	7	21	200.00	0.00
04/09/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	7	21	160.00	0.00
04/09/2014	F00180 - Folds & Walker, LLC	Police Chief Holley-Personnel Matter	AP	F00180	7	21	16,007.20	0.00
05/14/2014	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	8	30	3,122.55	0.00
05/14/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	8	30	640.00	0.00
05/14/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	8	30	978.00	0.00
05/14/2014	F00180 - Folds & Walker, LLC	Holley Personnel Matter	AP	F00180	8	30	3,317.60	0.00
06/25/2014	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	9	67	1,112.00	0.00
06/25/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	9	67	2,512.00	0.00
06/25/2014	F00180 - Folds & Walker, LLC	Holley Personnel Matter	AP	F00180	9	67	632.00	0.00
06/25/2014	F00180 - Folds & Walker, LLC	Capital City Bank	AP	F00180	9	67	1,140.00	0.00
07/09/2014	F00180 - Folds & Walker, LLC	Capital City Bank	AP	F00180	10	29	1,156.00	0.00
07/09/2014	F00180 - Folds & Walker, LLC	Police Chief Steve Holley Personnel Matt	AP	F00180	10	29	320.00	0.00
07/09/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	10	29	1,168.00	0.00
07/09/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	10	29	800.00	0.00
07/09/2014	F00180 - Folds & Walker, LLC	Northend Development	AP	F00180	10	29	392.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	Northend	AP	F00180	10	123	152.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	CRA	AP	F00180	10	123	1,150.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	PBA	AP	F00180	10	123	80.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	CRA, PBA, Northend, S. Holley,Service for Aug	AP	F00180	10	123	2,260.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	Steve Holley Personnel Matter	AP	F00180	10	123	128.00	0.00
07/31/2014	F00180 - Folds & Walker, LLC	CREDIT - per Courtney, for overcharge on	AP	F00180	10	123	0.00	112.00
09/30/2014	F00180 - Folds & Walker, LLC	Northend Development (See Invoice for Br	AP	F00180	12	108	1,000.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	George (Brian) Pritchard (See Invoice f	AP	F00180	12	108	440.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	CRA (See Invoice for Breakdown) for Aug	AP	F00180	12	108	420.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	FL-PBA (See Invoice for Break Down of c	AP	F00180	12	108	4,968.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	Captial City Bank (See Invoice for Break	AP	F00180	12	108	4,304.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	Northend Developement for September 2014	AP	F00180	12	115	1,832.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	PBA for September 2014	AP	F00180	12	115	1,195.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	Captial City Bank for September 2014	AP	F00180	12	115	1,600.00	0.00
09/30/2014	F00180 - Folds & Walker, LLC	Police Chief Steve Holley-Personnel Matt	AP	F00180	12	115	1,596.00	0.00
						AP System Totals:	115,286.39	112.00
System: GL								
10/01/2013	Reverse JE# 121 Record FY 2013 Accrued Expenses		GL		1	121	0.00	2,581.55
12/31/2013	Reimburse for legal fees for Phase 4 & Tweeners		GL		3	87	0.00	7,174.00
						GL System Totals:	0.00	9,755.55
						001-04-01-514-310-20-00 Totals:	115,286.39	9,867.55
						Dept 001-04 EXPENSE Totals:	115,286.39	9,867.55
						EXPENSE Totals:	115,286.39	9,867.55

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
						001 Totals:	115,286.39	9,867.55
					Report Totals:		115,286.39	9,867.55

General Ledger

Account Analysis

FY14-15

User: jparham
Printed: 12/3/2015 - 11:49 AM
Period: 01 to 12, 2015

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-00-00 - Professional Svcs-City Attorne								
System: AP								
10/29/2014	F00180 - Folds & Walker, LLC	October 2014 monthly services	AP	F00180	1	95	4,519.44	0.00
11/25/2014	F00180 - Folds & Walker, LLC	Services for November 2014	AP	F00180	2	63	4,500.00	0.00
12/29/2014	F00180 - Folds & Walker, LLC	Service for December 2014	AP	F00180	3	75	4,500.00	0.00
01/31/2015	F00180 - Folds & Walker, LLC	January 2015 Services	AP	F00180	4	88	4,500.00	0.00
02/03/2015	F00180 - Folds & Walker, LLC	February 2015 Services	AP	F00180	5	7	4,500.00	0.00
02/25/2015	F00180 - Folds & Walker, LLC	CRA - January 2015 services	AP	F00180	5	110	572.00	0.00
03/19/2015	F00180 - Folds & Walker, LLC	Feb2015 PBA,Holley,CRA,Cap.City.March 201	AP	F00180	6	74	4,808.00	0.00
04/15/2015	F00180 - Folds & Walker, LLC	April 2015 services rendered	AP	F00180	7	51	4,500.00	0.00
05/19/2015	F00180 - Folds & Walker, LLC	May 2015 Services	AP	F00180	8	57	4,500.00	0.00
06/10/2015	F00180 - Folds & Walker, LLC	June 2015 Services	AP	F00180	9	34	4,700.00	0.00
07/14/2015	F00180 - Folds & Walker, LLC	July 2015 Services	AP	F00180	10	43	4,500.00	0.00
08/19/2015	F00180 - Folds & Walker, LLC	Services for Month of August 2015	AP	F00180	11	60	4,500.00	0.00
09/23/2015	F00180 - Folds & Walker, LLC	Services for Month of September 2015	AP	F00180	12	76	4,625.00	0.00
						AP System Totals:	55,224.44	0.00
						001-04-01-514-310-00-00 Totals:	55,224.44	0.00
						Dept 001-04 EXPENSE Totals:	55,224.44	0.00
						EXPENSE Totals:	55,224.44	0.00
						001 Totals:	55,224.44	0.00
						Report Totals:	55,224.44	0.00

General Ledger

Account Analysis

FY 14-15
Non Routine

User: jparham
Printed: 12/3/2015 - 12:13 PM
Period: 01 to 12, 2015

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
001 - General Fund								
EXPENSE								
001-04 - City Attorney								
001-04-01-514-310-20-00 - Prof Svcs-Non Routine Legal								
System: AP								
11/25/2014	F00180 - Folds & Walker, LLC	Northend Development October	AP	F00180	2	63	634.00	0.00
11/25/2014	F00180 - Folds & Walker, LLC	PBA for October	AP	F00180	2	63	80.00	0.00
11/25/2014	F00180 - Folds & Walker, LLC	Steve Holley Personnel Matter for Octobe	AP	F00180	2	63	336.00	0.00
11/25/2014	F00180 - Folds & Walker, LLC	Capital City for October	AP	F00180	2	63	2,660.40	0.00
12/29/2014	F00180 - Folds & Walker, LLC	Capital City Bank for November 2014	AP	F00180	3	75	2,779.50	0.00
12/29/2014	F00180 - Folds & Walker, LLC	Northend for November 2014	AP	F00180	3	75	468.00	0.00
01/28/2015	F00180 - Folds & Walker, LLC	Northend Development December 2014	AP	F00180	4	75	1,629.20	0.00
01/28/2015	F00180 - Folds & Walker, LLC	S. Holley-Personal Matter December 2014	AP	F00180	4	75	210.00	0.00
01/28/2015	F00180 - Folds & Walker, LLC	Capital City Bank December 2014	AP	F00180	4	75	3,326.00	0.00
02/25/2015	F00180 - Folds & Walker, LLC	George Pritchard - January 2015 services	AP	F00180	5	110	88.00	0.00
02/25/2015	F00180 - Folds & Walker, LLC	S. Holley - January 2015 services	AP	F00180	5	110	89.60	0.00
02/25/2015	F00180 - Folds & Walker, LLC	Capital City Bank - January 2015 service	AP	F00180	5	110	7,643.21	0.00
02/25/2015	F00180 - Folds & Walker, LLC	Northend Development - January 2015 serv	AP	F00180	5	110	1,480.80	0.00
03/19/2015	F00180 - Folds & Walker, LLC	Feb2015 PBA,Holley,CRA,Cap.City.March 201	AP	F00180	6	74	12,438.96	0.00
03/31/2015	P00107 - Preferred Governmental Insurance Trust	Brian Pritchard	AP	P00107	6	114	5,000.00	0.00
04/15/2015	F00180 - Folds & Walker, LLC	Northend Development - March 2015	AP	F00180	7	51	6,616.75	0.00
04/15/2015	F00180 - Folds & Walker, LLC	S. Holley - March 2015	AP	F00180	7	51	330.00	0.00
04/15/2015	F00180 - Folds & Walker, LLC	CRA - March 2015	AP	F00180	7	51	1,232.00	0.00
04/15/2015	F00180 - Folds & Walker, LLC	Court reporter-shade meeting	AP	F00180	7	51	551.53	0.00
05/19/2015	F00180 - Folds & Walker, LLC	Northend Development - April 2015	AP	F00180	8	57	2,894.40	0.00
05/19/2015	F00180 - Folds & Walker, LLC	CRA - April 2015	AP	F00180	8	57	1,088.00	0.00
06/10/2015	F00180 - Folds & Walker, LLC	Northend Development - May 2015	AP	F00180	9	34	6,632.40	0.00
06/10/2015	F00180 - Folds & Walker, LLC	CRA - May 2015	AP	F00180	9	34	1,414.80	0.00
06/10/2015	F00180 - Folds & Walker, LLC	Capital City - May 2015	AP	F00180	9	34	549.20	0.00
06/24/2015	F00180 - Folds & Walker, LLC	Northend Development - June 2015	AP	F00180	9	92	1,835.75	0.00
07/14/2015	F00180 - Folds & Walker, LLC	CRA - June 2015	AP	F00180	10	43	726.00	0.00
07/14/2015	F00180 - Folds & Walker, LLC	Northend Development - June 2015	AP	F00180	10	43	6,276.80	0.00

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
07/14/2015	F00180 - Folds & Walker, LLC	S. Holley - May - June 2015	AP	F00180	10	43	138.80	0.00
09/23/2015	F00180 - Folds & Walker, LLC	Northend Development-August 2015	AP	F00180	12	76	435.55	0.00
09/23/2015	F00180 - Folds & Walker, LLC	CRA - August 2015	AP	F00180	12	76	836.00	0.00
						AP System Totals:	70,421.65	0.00
						001-04-01-514-310-20-00 Totals:	70,421.65	0.00
						Dept 001-04 EXPENSE Totals:	70,421.65	0.00
						EXPENSE Totals:	70,421.65	0.00
						001 Totals:	70,421.65	0.00
						Report Totals:	70,421.65	0.00

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: **DECEMBER 10, 2015**

SUBJECT: **DISCUSS AND DETERMINE EMPLOYEE CHRISTMAS GIFT.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

THE CITY COMMISSION WILL CONSIDER EMPLOYEE CHRISTMAS GIFTS. AMOUNTS CONSIDERED ARE:

½ WEEK SALARY FOR ALL - $16,170
10 HOURS PT/15 HOURS FT - $11,500
5 HOURS PT/10 HOURS FT - $8,050

ATTACHMENTS:

REVIEWED BY CITY MANAGER:_____

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: **DECEMBER 10, 2015**

SUBJECT: **REVIEW AND DISCUSS FLORIDA RURAL WATER ASSOCIATIONS'S WATER AND WASTEWATER RATE STUDY.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

THE CITY COMMISSION WILL REVIEW THE WATER/WASTEWATER RATE STUDY PROVIDED BY FLORIDA RURAL WATER ASSOCIATION.

ATTACHMENTS: **RATE STUDY**

REVIEWED BY CITY MANAGER:_____

FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813
(850) 668-2746

EMAIL
frwa@frwa.net

WEBSITE
www.frwa.net

October 29, 2015

City of High Springs
Ms. Jennifer Stull
110 NW 1st Avenue.
High Springs, Florida 32643
Phone: (386) 454-1416

Re: **Water and Wastewater Rate Study Findings and Recommendations City of High Springs**

Dear Ms. Stull:

Florida Rural Water Association is pleased to provide this rate study and recommendations to the City of High Springs as a free membership benefit and through USDA Rural Development, U.S. EPA, and FDEP financial support. FRWA is dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water and wastewater services, while protecting natural systems.

You should be congratulated for your water and wastewater system and operations staff. With unfunded mandates continuing to roll down from state and federal governments along with the aging of pipes, pumps and plants, you have risen to the challenge and continue to operate the system providing safe drinking water and consistent sewer services. To make a very difficult job, more difficult, revenues have lagged behind expenses. Utility operators have done more with less each year, as measured in real dollars. They have shouldered the responsibility of running the system in a responsible manner and in compliance with state rules and regulations.

Executive Summary. Wastewater revenues (rates) are currently inadequate to meet the projected expenditure requirements for the city's utility system in order to maintain a financially sound utility and fund its anticipated needs.

1. **Finding** – Water rates are sufficient at this time to meet obligations with the increase of $1.00 on the base rate
2. **Finding** – A minimum 31.36% increase in wastewater system revenues (rates) is needed in order to meet the cost of system operation, fund reserves and maintain a financially sound utility. This is after the $3.00 base increase.

Recommendation – These wastewater rate increases should be implemented immediately to reverse losses in the utility fund. A commercial rate needs to be implemented based on meter size in both water and wastewater.

Executive Summary (continued)

The water and wastewater accounts should be self-supporting; the rates should be adjusted to achieve this goal.

Recommended Wastewater Increase

Wastewater – Base rate is currently $37.41 and $6.87 per thousand gallons for residential. Commercial rate is $49.44 with same charge per thousand gallons as residential. Change residential base rate to $49.14 and the cost per thousand to $9.02 per thousand thereafter. Commercial base rate can remain the same but the per thousand charge needs to be raised to $9.02 also.

- Under Florida Statute 180.13, the City Council has the power and fiduciary responsibility to *"establish just and equitable rates or charges."* The Council acts to establish reasonable rates and directs how adjustments to the financial burden on low and high end users are made. The common mechanism for performing this adjustment is through altering the base and block usage rates.

3. **Recommendation** – It is prudent utility practice to sync water and wastewater rates with annual cost-of-living adjustments for the utility to keep pace with incremental costs into your rate ordinance – make this adjustment automatic based on a verifiable index. Use the Engineering News Record (ENR) Construction Consumer Index[1], the Florida Public Service Commission 2015 Price Index [2], or the United States Department of Labor Consumer Price Index (CPI).[3]
4. **Recommendation** – Going forward we recommend that an annual evaluation of the City's water and wastewater enterprise fund be performed and rates adjusted as needed. This examination should include: revenue/expense predictions; current financial position; uses of capital and depreciation funds; and other budget health indicators.
5. **Recommendation** – FRWA recommends that the City continue to evaluate the water and wastewater enterprise fund health in order to determine when future rate adjustments will be necessary, however annual adjustments in the CPI should be performed without fail or the Town will be facing this same situation again in a few years.

Cost Savings. Rate consultants charge anywhere from $15,000 to $50,000 for this type of report, and by using FRWA you have been prudent with ratepayer money. Consultant reports are much thicker in part to justify the fees, explain the results, and build a case for additional services, which means more consulting fees.

Accuracy of Revenue Predictions. We have performed our analyses using the data and information obtained; we have relied upon such information to be accurate. Projected revenue precision is limited by the accuracy of the financial information provided – good information "in" equals good information "out", and *vice versa*. Should you find that these recommended rates are not in-line with your needs, we suggest that you go back and carefully review and update

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[1] Engineering News Record (ENR) Construction Consumer Index is found at http://enr.construction.com/economics/FAQ.asp
[2] Florida Public Service Commission Price Index is found at http://www.psc.state.fl.us/utilities/waterwastewater/, click on "Price Index and Pass Through Application for Water and Wastewater Utilities".
[3] United States Bureau of Labor Statistics CPI at: www.bls.gov/cpi/home.htm

your financial records. We are always happy to return, revisit your rates, and adjust the analyses as necessary, please call me anytime.

Rate Study Objectives. Ideally utility rate setting should meet a number of goals and objectives. *The single most important goal of the study is to develop proposed utility rates that meet the projected expenditure requirements of the utility system in order to maintain sound financial operations and to fund the anticipated capital needs of the system.* The other goals and objectives considered in the study include the following:

- ✓ Proposed rates should be equitable among customer classes;
- ✓ Proposed rates should minimize "rate shock" to customers if possible;
- ✓ Proposed rates should promote the conservation of utility resources; and
- ✓ Proposed rates should maintain adequate reserves for emergencies and unforeseen capital.

The original mission for creation and ownership of public water and wastewater utilities include many compelling objectives: (1) health and safety of citizens; (2) protect most vulnerable residents (aged, young, poor health, economically disadvantaged, etc.); (3) ability to return the profit ordinarily collected by a private entity to the customer in the form of lower rates; (4) provide fire protection; (5) tool to expand the tax base; (6) ability to shape, facilitate or control growth; and (7) promotes home rule and self determination.

Rate Study Standards. FRWA uses contemporary industry standards for recommending and establishing utility rates, these include: American Water Works Association (AWWA) Manuals of Practice, Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB), and Florida Public Service Commission guidelines.

Determination of Water Revenue Sufficiency. The financial analysis of the water system shows that a net 11.80% increase is necessary to meet current/future revenue requirements. The 11.80% system-wide water rate increase is needed and proposed. The Town has the option of adopting the necessary rate increase in a single step (strongly recommended by FRWA) or over a two or three year period. Subsequent rate adjustments are also needed that are recommended for implementation at October 1 of each fiscal year, these are cost-of-living adjustments for the utility to keep pace with incremental costs. We recommend water rates be adjusted according to the Construction Consumer Index[4], the Florida Public Service Commission Price Index [5], or the United States Department of Labor Consumer Price Index (CPI).[6] If this was implemented in the past three years the Town would not be facing such a large increase.

Determination of Wastewater Revenue Sufficiency. The financial analysis of the sewer system shows that a net 11.20% increase is necessary to meet current/future revenue requirements. Subsequent rate adjustments are also needed that are recommended for implementation on October 1 of each fiscal year, these are cost-of-living adjustments for the utility to keep pace with incremental costs. We also recommend wastewater rates be adjusted

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[4] Engineering News Record (ENR) Construction Consumer Index is found at http://enr.construction.com/economics/FAQ.asp

[5] Florida Public Service Commission Price Index is found at http://www.psc.state.fl.us/utilities/waterwastewater/, click on "Price Index and Pass Through Application for Water and Wastewater Utilities".

[6] United States Bureau of Labor Statistics CPI at: www.bls.gov/cpi/home.htm

according to the ENR Construction Consumer Index, the Florida Public Service Commission Price Index, or the United States Department of Labor Consumer Price Index (CPI).

Utility Revenue Requirements. The various components of costs associated with operating and maintaining a utility system, as well as the costs of financing the renewals and replacements of existing facilities and the capital improvements for upgrades and expansions, are generally considered the revenue requirements of a public utility such as the Town of Eatonville water and wastewater system. The sum of these costs, after adjusting for other income and other operating revenues available to the utility, represents the net revenue requirements to be recovered from rates.

Operating Expenditures – These expenditures include the cost of utilities, chemicals, salaries and benefits, materials and supplies, allocated administrative charges, and other items necessary for the daily operations and maintenance of the water and wastewater systems

Capitol Renewal and Replacement Fund / Capital Replacement (Deprecation) Account – This component of cost includes:

- Funding of the utility's renewal and replacements as defined in AWWA M26 manual of practice, it is recommended that this fund should be obtained from an analysis of system assets[7], or at least 5% to 15% of the total system budget.
- Funding of a renewal, upgrade, and betterment of utility system assets. These requirements are ongoing capital replacement account to provide for the continued funded annually from utility rates and have been identified as a separate revenue requirement for rate determination purposes. [8]
- These funds should be placed in a separate *restricted* account and must be used for capital projects *only* and not used to support the day-to-day water and wastewater system operations.

Other Capitol Revenue Requirements – This component of cost includes other expenditures incurred by the system. These include, but are not limited to:

- Other capital improvement financed from system revenues including departmental capital such as vehicles, equipment and furniture;

Adopting Rate Study Recommendations. Adoption of rate increases requires one public hearing and a rate resolution, your attorney typically drafts this resolution, however we are available to help you with this at your request.

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7 Analysis of system assets for state and local governments per Governmental Accounting Standards Board (GASB) 34. *GASB White Paper: Why Governmental Accounting and Financial Reporting Is -- And Should Be – Different*, www.gasb.org/white_paper_mar_2006.html, p. 26-27

8 GASB 34 "requires that governments report their capital assets in a statement of net assets and requires that the report show the depreciation in value of those assets. Specific asset reporting requirements include: (1) depreciation of assets must begin when the asset, equipment or facilities are acquired or put into service; (2) accumulated depreciation for all assets must be reported; and (3) assets acquired or built prior to 1980 are not required to be reported." Lee, et. al., *Public Budgeting Systems, 8th Edition*, (Jones & Bartlet Publishers) 2006, Table 2-4, p. 510-513

Adjusting your own Rates in the Future. It is our goal to provide enough documentation and rate study tools (spreadsheets) so you can review your budget for water and wastewater and adjust the rates for yourself in the future.

We have enjoyed serving you and wish your water and wastewater system the best. Please feel free to contact me if you have any further questions at 850-668-2746 ext 163 or Tom.Gustafson@frwa.net.

Sincerely,

Tom Gustafson
Florida Rural Water Association

Attachments: Water and Wastewater Spreadsheets

Copy: Sterling Carroll - FRWA Professional Engineer

Water & Wastewater Rate Study

FRWA Member: **City of High Springs**

Address:	110 NW 1st Avenue High Springs, Florida
Telephone:	386-454-4089
Date:	**October 31, 2015**
Cell:	
Contact:	Jennifer Stull
E-mail:	jstull@highsprings.us
Population:	
Connections:	Water: 2,064 Wastewater: 1,246
	PWS: 2010201 GMS:
County:	Alachua

Prepared by: ***Tom Gustafson***

Florida Rural Water Association

2970 Wellington Circle
Tallahassee, Florida 32309-6885
Phone: 850-668-2746
Fax: 850-893-4581

WATER SYSTEM SUMMARY

	Avg Usage/Month	ERCs			ERC Calcs
Number of WATER Connections				2,064	
No. Residential Connections	4,750 gpmo	1,854		1,854	
No. Multi-Family Connections	4,250 gpmo	5		5	
No. Commercial Connections (small)	3,500 gpmo	268		268	
No. Commercial Connections (large)	19,785 gpmo	0.00		0	
No. Institutional Connections (schools, hospitals, etc.)	42,791 gpmo	0.00		0	
Other Connections (describe)		0		12	
	Total ERCs	2,127	Total Conn	2,139	
Average Usage per User per Month (1000 gallons)				4.529	4.395
Total Cost per 1000 gallons pumped				$3.19	$3.19
Total Cost per 1000 gallons **SOLD**				**$4.35**	**$4.35**
Average Monthly Cost (per customer)				$25.67	$24.91
Average income generated in one year per customer				$307.99	$298.87
Income Generated				**$ 696,939.00**	**$ 696,939.00**
Income Needed (Expense and Replacement)				**$ 635,689.00**	**$ 635,689.00**

Minimum Bill Calculation

$ 61,250.00

Debt payment per customer per month (principal + interest / total number of customers / 12) + cost per thousand included in the minimum.		8.79%
Debt Expenses / Repair and Replacement / Reserves	$ 148,200.00	$ 148,200.00
Total Number of Customers	2064	2,127
Minimum bill per customer before any water use	**$ 5.98**	**$ 5.81**

Projected Income:

Minimum usage cost + (cost per 1000 gallons x average usage per user per month) 12 months x number of users.		
Minimum usage cost per customer per month	$ 13.00	$ 5.81
Number of Users	2,064	2,127
Average Usage per User per Month (1000 gallons)	4.529	4.395
Total Projected Income	**$809,473.00**	**$635,689.00**

(Projected income from rate increase + miscellaneous + interest income + refunds + other incomes)

Income Lost to Unaccounted for Water | *$176,908.65*

AWWA M1 ~ Equivalent Meter & Service Ratios

AWWA Manual M1 "Principles of Water Rates, Fees, and Charges," pp. 66-67

Positive Displacement Meters

Meter Size	Multiplication factor	Base rate
0.625	1.0	$5.98
0.75	1.1	$6.64
1	1.4	$8.38
1.50	1.8	$10.77
2	2.9	$17.35

Turbine Meters

Meter Size	Multiplication factor	Base rate
2	2.9	$17.35
3	11	$65.82
4	14	$83.77
6	21	$125.65
8	29	$173.52

Positive Displacement Meters

Meter Size	Application	Demand Flow Rates	Continuous Demand
5/8-inches	Residences, small apartments, small businesses	1/8 to 20 gpm Max	10 gpm
3/4-inches	Large residences, small to medium apartments	1/4 to 30 gpm Max	15 gpm
1-inches	Medium apartments, beauty parlors, barber shops, small motels, service stations, small businesses, industrial processes	3/8 to 50 gpm Max	25 gpm
1½-inches	Medium motels, hotels, large apartments, small industry, small processing plants	5/8 to 100 gpm Max	50 gpm
2-inches	Large hotels, motels, apartment complexes, industrial plants, processing plants	1 ¼ to 160 gpm Max	80 gpm

Turbine Meters

Meter Size	Application	Demand Flow Rates	Continuous Demand
2-inches	Large Users	3 to 300 gpm Max	160 gpm
3-inches	Large Users	4 to 450 gpm Max	350 gpm
4-inches	Large Users	25 to 1000 gpm Max	1,000 gpm
6-inches	Large Users	25 to 2,500 gpm Max	1,000 gpm

Florida Rural Water Association

2970 Wellington Circle, Tallahassee, Florida 32309

Member:	City of High Springs	Date:	31-Oct-15
Contact:	Jennifer Stull	Connections:	2,064
Address:	110 NW 1st Avenue	Population:	
	High Springs, Florida	PWS:	2010201

Water System Rate Recommendations

Current Rate Structure

Volume	Rate	Increments	
0.00	$13.00	Base Rate	
0 to 10,000	$0.65	Charge per 1000 gal	
10,000 to 20,000	$1.24	Charge per 1000 gal	191%
20,000 to 50,000	$1.44	Charge per 1000 gal	116%
50,000 to 100,000	$1.60	Charge per 1000 gal	111%
100,000 to 200,000	$1.60	Charge per 1000 gal	100%
50,000 to 100,002	$1.60	Charge per 1000 gal	100%
7,000 gal	$16.78	avg bill	
estimated income	$415,607.04	avg useage	

Option #1

Revised Rate Structure

Volume	Proposed rate	Increments
0 to 3,000 gal	$19.02	Base rate
Next 1000 gal	$4.35	per 1000 gal
7,000 gal	$36.40	avg bill
estimated income	$901,620.48	avg useage

Option #2

Revised Rate Structure

Volume	Proposed rate	Increments
0 to 1,000 gal	$10.33	Base rate
Next 1000 gal	$4.35	per 1000 gal
7,000 gal	$36.40	avg bill
estimated income	$901,620.48	avg useage

Option #3

Revised Rate Structure

Volume	Proposed rate	Increments
0 gal	$5.98	Base rate
Next 1000 gal	$4.35	per 1000 gal
7,000 gal	$36.40	avg bill
estimated income	$901,620.48	avg useage

Option #4

Revised Rate Structure

Volume	Proposed rate	Increments
0 to 3,000 gal	$19.02	Base rate
3,001 to 5,000 gal	$4.35	per 1000 gal
5,001 to 7,000 gal	$4.78	per 1000 gal
7,001 to 10,000 gal	$5.26	per 1000 gal
10,001 gal +	$5.78	per 1000 gal
7,000 gal	$37.27	avg bill
estimated income	$923,146.78	avg useage

Other Considerations and Recommendations:

1. Water Loss is estimated at **27%** a Water Audit is HIGHLY Recommended!
2. Recommend implementing an Asset Management Program for funding infrastructure repair & replacement projects (facilites, pumps, tanks, motors, etc.) In lieu of not having an asset mgmt program a reserve for these short-term projects is recommend at 5% to 10% of Annual Budget.

3. Recommend implementing a Major Capital Improvement Program for funding MAJOR long-term projects at 5% to 10% of Annual Budget.

4. Recommend a Contingency / Emergency Reserve for funding at least three (3) months of utility operations following emergencies / hurricanes. Funds to be set aside in a separate account.

5. Via Ordinance, Implement an automatic yearly increase in rate equal to the Consumer Price Index.
   Note: Ordinance can be waived if desired by Council in any one year.

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: **December 10, 2015**

SUBJECT: **Update on Interlocal Service Boundary Agreements with Cities of Alachua and Newberry**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Direct City Attorney to bring back proposed Interlocal Agreements with Alachua and Newberry no later than January 28, 2016**

Summary

The Boundary Adjustment Act is scheduled to sunset on February 29, 2016. There is a two-step process to protect the Urban Reserve as it is currently configured. Part one requires the affected cities to enter into Interlocal Agreements to protect the Urban Reserve. Part 2 requires affected cities and the County to enter into Agreements about providing services for potential growth.

ATTACHMENTS:

REVIEWED BY CITY MANAGER:_____

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: **December 10, 2015**

SUBJECT: **Request Survey of City Owned Property Parcel #236-8**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Request Survey of Parcel #236-8 to determine if the High Springs 'Spring' is located within this parcel**

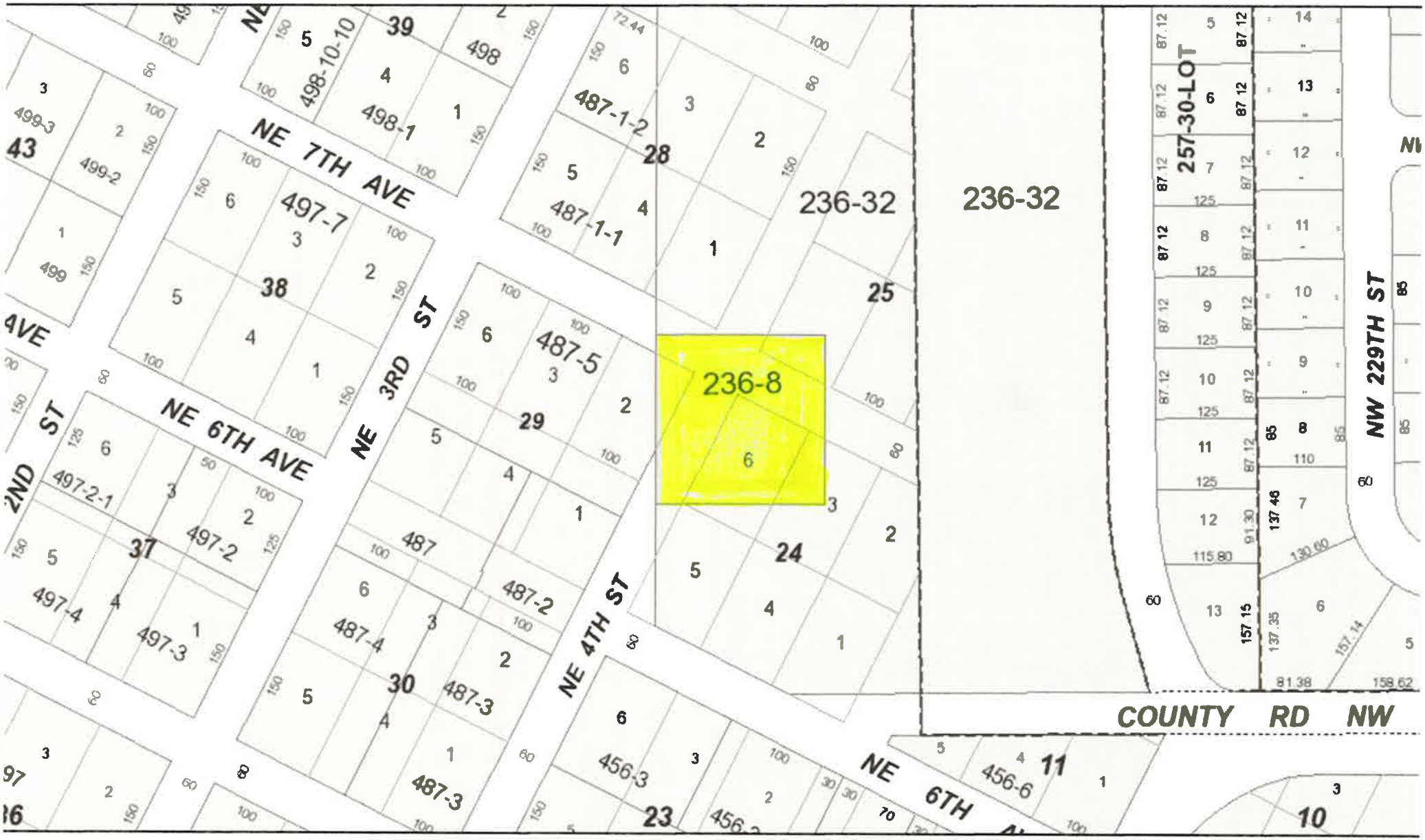
Summary

It is not clear if the High Springs 'Spring' is actually located on City owned property (Parcel #236-8). A survey of this Parcel is necessary in order to move forward on the development of this property as a passive park.

ATTACHMENTS:

REVIEWED BY CITY MANAGER:_____

Reservior Park Map



December 2, 2015

1:2,257

0 0.0175 0.035 0.07 mi

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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: **DECEMBER 10, 2015**

SUBJECT: **REVIEW AND ADOPTION OF CRA 30 YEAR EXTENSION PLAN.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

THE CITY COMMISSION WILL CONSIDER APPROVAL OF THE CRA 30 YEAR EXTENSION PLAN.

ATTACHMENTS: **CRA PLAN**

REVIEWED BY CITY MANAGER:_____

COMMUNITY REDEVELOPMENT PLAN

For the

High Springs Community Redevelopment District

High Springs Community Redevelopment Agency

High Springs, Florida

Prepared by: High Springs Community Redevelopment Agency

With technical assistance provided by Gainesville Community Redevelopment Agency, Florida Redevelopment Association, and North Central Florida Regional Planning Council

Introduction

The High Springs Community Redevelopment Agency (CRA) is a public entity created by the City of High Springs in December, 1986 to implement the community redevelopment activities outlined under Chapter 163, Florida Statutes. The CRA Board is composed of the elected City Commissioners and two appointed citizens. Each year, the board elects a Chair and a Vice Chair. In 2014, the board hired an executive director to manage the CRA. Currently, the Executive Director is Amanda Rodriguez.

Throughout its existence, the High Springs Community Redevelopment District has been served by the Redevelopment Plan. The CRA Plan serves as a primary guide for all CRA activities. This Plan supersedes and replaces the earlier version of the High Springs Community Redevelopment Plan to expire in December, 2016 and will be in effect through fiscal year 2046-47; it builds on previous efforts by identifying the Vision for the Redevelopment District and a series of objectives to help achieve this vision. Each objective is supported by a series of redevelopment initiatives which provide strategies for implementing the objective.

The High Springs Community Redevelopment Plan is intended to serve as a framework for guiding investment, economic development, and redevelopment of the High Springs Community Redevelopment District over the next 30 years. This Plan identifies redevelopment objectives, initiatives, and capital projects that may be undertaken to reverse blighted conditions within the Redevelopment District. This plan addresses visioning as well as strategies for financing, implementation, management, administration, and sustainability. These strategies will continue to be refined as they are implemented. While based on the most accurate data available at the time this plan was created, the various strategies and costs identified in this Plan will require additional study and action by the High Springs CRA as specific projects are initiated, refined, and implemented.

About High Springs and the CRA District

The city of High Springs is located in northwest Alachua County. Our community is home to the area's largest spring, and it is gateway to the crystal-clear springs that draw visitors for swimming, snorkeling, scuba diving, canoeing and exploring. The Alachua County Library District operates a branch library in the CRA District that serves the community. Other attractions located within the District include the Old Train Depot, Old School Museum and Community Center, and a variety of restaurants and shops. High Springs has a population of 5,442 and a Median Household Income of $53,295 (Source: 2009-2013 American Community Survey 5-Year Estimates). Demographics within the CRA District are unavailable, but are consistent with the entire city.

Mission

The mission of the CRA is to bring about the economic revitalization of an established target District, to create a re-investment environment that attracts private investors into the District, to promote improvements within the redevelopment District through renovation and restoration of buildings, as well as to new construction. The mission is also to acquire the funding necessary to make the infrastructure improvements necessary to attract investment dollars and improve the assessed taxable value of district properties, and to assist the Chamber of Commerce and High Springs merchants in their efforts to market the High Springs' businesses.

Vision

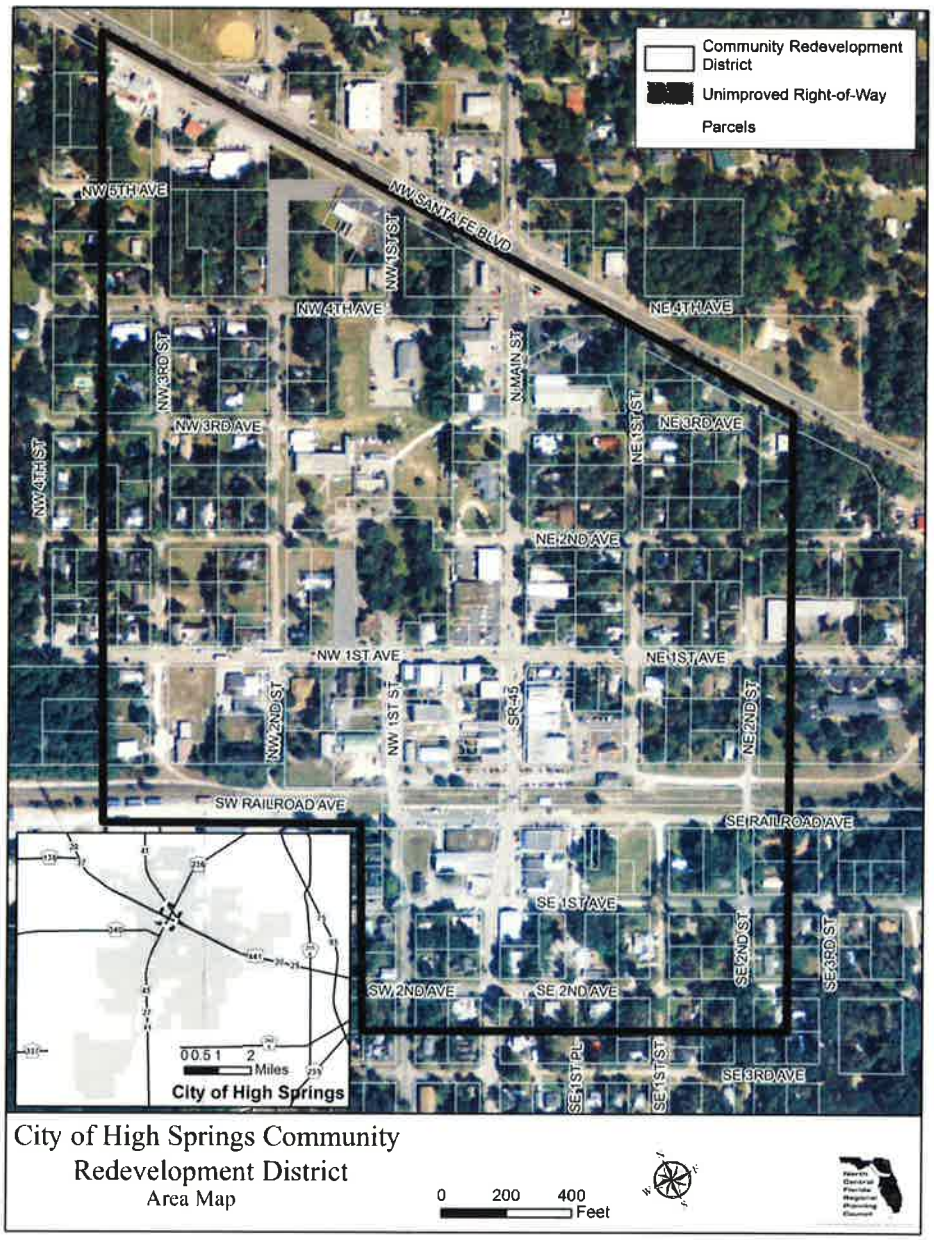
High Springs Community Redevelopment District plays an essential role in the vitality and success of High Springs as a whole. As the center of entertainment, commerce, and civic activities, the District represents the identity of High Springs to the local community, Alachua County, Florida, and the world. The CRA is committed to improving the quality of life for all citizens of the High Springs Redevelopment District; allowing for a dynamic and diverse community where people of all ages, ethnicities, and incomes have opportunities to find quality housing, jobs, goods, services, and cultural amenities. Through creativity, innovation, hard work, and persistence the CRA will bring redevelopment and reinvestment to the community through

socially, economically, and environmentally sustainable methods, in order to help create a beautiful and vibrant district which reflects the assets and the character of the City as whole.

Boundaries of the Redevelopment District

Figure 1 presents the aerial view of the boundaries of the existing High Springs Community Redevelopment District. A legal description of the District, along with additional maps of the High Springs Redevelopment District, can be found in Appendix A of this document.

Figure 1 – High Springs Community Redevelopment District



Redevelopment Objectives and Initiatives

Objective – Commercial Activity and Economic Development

Historically, the CRA District was the central hub for business activity within the City of High Springs. As was the case in many small cities, High Springs struggled to compete in an increasingly global economy, as transit, professional, retail, industrial, and commercial uses left the city. Today, while the Redevelopment District still faces challenges, High Springs has seen many positive advancements and changes and is pursuing many exciting opportunities and smart growth. High Springs is home to numerous restaurants, entertainment opportunities, businesses, and professional offices. The District is striving to become a truly diverse mixed-use district that offers a blend of traditional small town attractions, professional offices, and world class dining.

The CRA will pursue increased commercial activity and economic development in order to grow existing businesses and attract new business opportunities, increase employment levels, raise the tax base, and improve the standard of living within the Redevelopment District. The CRA will also encourage investment in human capital through workforce development, specialized training, and educational programs. Ultimately, the goal of redevelopment is for the CRA District to become a thriving commercial district through the CRA's encouragement of private investment in industry and real estate, and the elimination of bureaucratic barriers to both public and private investment. The CRA will pursue an active role in economic development. CRA supported activities will include both traditional economic development as well as opportunities for emerging technology and industries.

Commercial Activity and Economic Development Initiatives

- Continue to support the Main Street business district, the traditional hub of High Springs commerce and activity. Simultaneously, support emerging commercial and mixed use.
- Support a mixture of uses and business types, including office, retail, entertainment, service, professional, etc. Encourage a wide array of commercial opportunities at a variety of scales.

- Acquire property, engage in real estate development, or otherwise assist in the redevelopment of commercial/nonresidential sites.
- Encourage new development and infill redevelopment. Where appropriate, support reuse of existing structures and better utilization of upper stories, particularly in the Main Street business district.
- Identify vacant and underutilized properties that have the greatest potential and viability for commercial/industrial redevelopment, and work to bring these properties into active use. The CRA can establish a variety of programs and tools to encourage reinvestment at such sites. This may include support to resolve related issues (for example, infrastructure or environmental) which may impact the commercial viability of a property.
- Encourage green building techniques in all commercial development.
- Assess the City's Land Development Code and other relevant regulations to determine if regulatory or procedural changes would help better facilitate commercial or mixed-use goals. Coordinate with the City as needed to facilitate increased levels of commercial infill/redevelopment and appropriate regulatory policies and procedures.
- Assist with incentives, façade grants, infrastructure costs, land assembly, disposition, and other means to encourage quality commercial development.
- Identify and provide proper incentives to retain existing businesses and attract new offerings in order to encourage desired mix of nonresidential uses (such as office, retail, entertainment, service, professional, assembly and production, etc.) Incentives may include items such as: façade grants, infrastructure costs, land assembly, disposition, and other means to encourage quality commercial development and high quality design and construction practices.
- Market the Redevelopment District to retain existing businesses, attract new investment, and reestablish the district as the center of commercial activity in High Springs. Recognizing that the District plays a unique role in the High Springs' overall commercial activity, promote connectivity and collaboration with institutions of higher learning, local business incubators, and other partners.

- Support public/public, public/private, and other partnerships. Seek opportunities to collaborate with organizations such as the Chamber of Commerce, the University of Florida, Santa Fe College, the City of High Springs, Alachua County, the private sector, non-profit organizations, and others.
- Assess regulatory procedures and policies (such as the City's Comprehensive Plan, Land Development Code, development review process, etc.) to identify potential inconsistencies between these policies/procedures and the goal of stimulating new investment, redevelopment, or economic development within the Redevelopment District. The CRA should coordinate with the City and other bodies as appropriate to identify and resolve any such impediments to redevelopment.
- Pursue economic development initiatives. This may include (but is not limited to) property acquisition, land assembly, infrastructure improvements, economic development financing, job creation/retention, business retention/expansion, small business development, micro-lending, real estate development, marketing, and the use of incentives to attract the desired form of development.
- Support traditional economic development. Additionally, encourage innovation and entrepreneurship and develop assistance techniques to attract new business and retain existing businesses. Strategies may include (but are not limited to) loans, grants, and other measures to support entrepreneurship, growth to existing businesses and increased business innovation as the leading forces in the local economy.
- Support the development of knowledge and innovative technologies as tools to produce economic benefits. Cultivate an environment that nurtures all phases of innovation, business growth, and entrepreneurship, including conception, development, production/manufacturing, etc.
- Maintain inventory and knowledge of vacant lands and buildings to accommodate future development.
- Encourage workforce development and the diversification of employment opportunities. Work with industry to support and encourage job retention, job creation, job training, and workforce development.

- Encourage commercial, office, and mixed-use development, and residential development to support these types of uses.
- Support marketing across a variety of venues and media to attract talent and industry to the Redevelopment District.
- Assist with the acquisition, demolition, and redevelopment of properties in the Redevelopment District. Assist as needed with hard and soft costs, regulatory coordination, and infrastructure improvements, and other tasks as needed. Support redevelopment in order to provide mixed-use, commercial, office, residential, manufacturing/industrial, public space, and other uses.
- Continue to develop, implement, monitor, and improve development incentive programs for all types, scales, and intensities of redevelopment projects. Incentive programs can help defray the costs of development and encourage the kinds of development that will transform the Redevelopment District into the community envisioned in this plan. Incentives may include, but are not limited to: real estate costs, TIF, and assistance with infrastructure costs.
- Support linked infrastructure. Foster increased collaboration with utility companies, City of High Springs Public Works, and other agencies; by coordinating both strategic planning and capital infrastructure improvements. The costs of new development or redevelopment can be reduced for private developers, thus encouraging private sector investment within the Redevelopment District.
- Eliminate barriers to economic development in order to support the creation, retention, and expansion of jobs and businesses and business recruitment, and both small and large business development within the Redevelopment District.

Objective – Public Infrastructure, Parks, and Public Spaces

Like many older small cities, High Springs faces issues such as aging infrastructure and service upgrades that will be needed to accommodate infill, redevelopment, and new business opportunities. Infrastructure improvements can be facilitated by increased coordination and/or participation in new partnerships with the City of High Springs Public Works Department, the utility providers, and other applicable organizations. Utilization of technologies and coordination of strategic planning across multiple departments and agencies will also assist in achieving and optimizing infrastructure improvements.

Public Infrastructure, Parks, and Community Centers Initiatives

- Encourage and assist Districtwide infrastructure and utilities improvements. Whenever possible, such improvements should be coordinated with both the public and the private sectors. Initiatives may include upgrades to existing infrastructure such as (though not limited to) water, wastewater, storm water, gas, electricity, high-speed communications, lighting, roadways, sidewalks, curb and gutter, and drainage.
- Build stronger relationships with utility providers and pursue coordination of strategic plans and capital improvements with all public and private utilities.
- Work with both the public and private sectors to address known deficiencies and to solve existing problems. Coordinate with Public Works, utility providers, and other government agencies to link strategic planning and to facilitate upgrades and capital improvements between multiple agencies in order to share costs and provide maximum impact to the District.
- Provide or assist with all aspects of streetscape components. If public or private roadway improvements are planned, the CRA should consider funding the incremental cost associated with implementing decorative streetscapes and upgraded street furniture.
- Support co-location of public facilities and infrastructure and consider working towards co-location of public facilities in order to save costs and take advantage of limited resources for such facilities.
- Evaluate a variety of factors when determining which infrastructure projects to pursue. The CRA may potentially give priority to infrastructure improvements in locations that

are also experiencing other public or private reinvestment. Collaboration may help to reduce overall costs and generate a larger impact to the community once all projects are complete.

- Support paving, resurfacing, and reconstruction of roadways and coordinate with Public Works and the Florida Department of Transportation to facilitate such projects within the Redevelopment District.
- Support the development and redevelopment of new and existing parks, community centers, and public spaces throughout the District. Coordinate and partner with High Springs Parks and Recreation, other government agencies, community nonprofits, and private donors to create places for residents and visitors to meet, socialize, learn, etc.
- Increase multi-modal mobility by encouraging, sidewalks, bike lanes, rail trails, bike racks, etc. Coordinate with the Public Works Department and other groups in order to facilitate these improvements.
- Extend and enhance bike paths to connect to public facilities and encourage installation of trails throughout the CRA District.

Objective – Housing

A residential base is important to the vitality of any city; it is a key support for both the business community and the character of the city center. The CRA will work to support safe, well-designed, high-quality housing throughout the Redevelopment District. The CRA will also work to encourage a diverse housing stock that provides livable, quality options for renters and homeowners at all price points. The CRA will support a wide diversity of housing opportunities (including infill housing, mixed-use development, single-family homes, multi-family development, senior housing etc.) in order to encourage reinvestment in existing neighborhoods and to support residential options throughout the High Springs CRA District.

Housing Initiatives

- Provide opportunities for different types of housing to support a diverse residential base. Increase the supply of quality housing options and provide a diverse inventory at a variety of price ranges. Housing options should include both rental and homeownership properties at both affordable and market rate price points. Housing inventory should include single family and multifamily options, and both attached and detached building types.
- Acquire property, engage in real estate development, or otherwise assist in redevelopment of residential sites. CRA may pursue large or small scale housing initiatives and may support infill housing opportunities.
- Strengthen and preserve the established single-family neighborhoods within the High Springs CRA District. Support higher densities and mixed use housing options in the Main Street business area and other areas where appropriate.
- Assist with incentives and tools including (but not limited to)façade grants infrastructure costs, land assembly, disposition, or other means to encourage quality housing stock, diversity in housing options, homeownership, etc.
- Support the enforcement of standards to prevent substandard housing. Coordinate with Code Enforcement and the Building Department to create, refine, and enforce high building standards.

- Promote opportunities for vacant, run-down, or non-conforming lots in residential areas to transition into infill housing. This may be achieved through lot consolidation or other means.
- Assess factors such as the City's Land Development Code and development review process to determine if regulatory or procedural changes would help facilitate infill and/or affordable housing goals, and coordinate with the City as needed to facilitate robust redevelopment activities and appropriate growth management practices.
- Provide design or other assistance for new residential development.
- Encourage green building practices, where feasible, in order to maximize sustainability and minimize resource consumption/cost.
- Promote opportunities for increase in inventory of senior housing including new construction, renovation of existing, or conversion of established units.
- Assure that in accordance with Florida Statute 163.362, replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities due to CRA projects within the CRA District will be made available.

Objective – Visual Environment

The first impression of the overall quality of life in the CRA District, and by extension in the entire city, is expressed through the visual characteristics of the built and natural environment. In this manner, both the public realm and private properties contribute to viability of the community and its ability to attract new investment. Along public rights of way, the CRA will support improvements including (but not limited to), street trees and greenery, sidewalks, decorative lighting fixtures, and other elements that improve both the functionality and aesthetics/character of streets and public spaces. The CRA will also support property acquisition, public spaces, and cultural amenities. For private development, the CRA will support energy efficient development, creativity, innovation, and high-quality design for both large and small scale projects. The CRA should also seek a better understanding of local regulations and procedures for altering the built and natural environment. The CRA will coordinate with the City of High Springs, utility providers, and other applicable agencies to resolve code conflicts and institutional barriers that can contribute to an undesirable visual environment.

Visual Environment Initiatives

- Support public art and other beautification features throughout the district.
- Pursue innovative designs, materials, construction methods and other means for cultivating a pleasant and engaging built and natural environment that is indicative of High Springs' character.
- Support and encourage improved appearance and design of both public and private projects. Strategies may include, but are not limited to, developing design guidelines, providing design assistance, façade grant, paint programs, incentives, and partnerships with both the public and private sector. The goal of these activities is to ensure durable, thoughtful, and high-quality design of the built and natural environment.
- Partner with local government or with private development undertaking right-of-way construction to help fund the incremental costs associated with implementing sidewalks, decorative lighting, signage, well designed parking areas, high quality street furniture, and other streetscape elements.

- Prioritize functional and aesthetic improvements along corridors running through the Redevelopment District. Emphasis may be given to major corridors or corridors where aesthetic improvements can occur in conjunction with infrastructure upgrades. Amenities and improvements can spur additional reinvestment on both small and large scales.
- Support the public realm. Encourage investment along corridors, in the right-of-way, in parks, and in other public places. Investment in the public realm will increase a sense of community pride, will combat negative perceptions, and will stimulate private investment in residential and commercial properties.
- Promote the use well designed, high-quality street furniture, such as street lights, benches, bicycle racks, planters, trash receptacles, and other fixtures. Coordinate with the public and private sectors to facilitate the use of such fixtures.
- Partner with the City of High Springs to provide improvements to existing and new parks and recreational facilities, including lighting, parking, bicycle parking, landscaping, new recreational equipment, and other infrastructure projects.
- Create incentives to encourage better design and/or higher quality building materials, not just development. The design incentives are intended to attract quality projects that enhance the overall visual appeal of the community. These incentives may include CRA assistance to cover the incremental costs of aesthetic upgrades for both public and private projects.
- Analyze the development review processes to identify potential inconsistencies with the intent of this Redevelopment Plan and its objectives. The CRA should coordinate with the City and other regulatory bodies as appropriate to ensure that the vision of the Redevelopment Plan is attainable through the regulatory process.
- Foster the development of the High Springs Community Redevelopment District as a destination place that features a walkable layout, ample housing choice along with a mixture of commercial and retail uses. This will reduce the need for multiple automobile trips outside the district and will attract new visitors to the District.

Objective – Funding, Financing, Management, Promotion, and Sustainability

The funding and financing portion of this objective calls for creative, efficient, practical and equitable funding and financing mechanisms to properly implement this Redevelopment Plan. It is perceived that these initiatives will be tied to tax increment dollars; additionally, the CRA may also explore outside funding opportunities such as tax credits, loan funds, grants, etc. The CRA will implement programs that cover both the full physical extent of a Redevelopment District as well as the breadth of objectives outlined in this Redevelopment Plan. The CRA will coordinate proper management of the redevelopment initiatives and promotion of the Redevelopment District. The CRA will identify and pursue initiatives that have the potential to bring about the greatest impact in transforming the District and prompting additional private investment.

Likewise, while redevelopment's primary focus is encouraging new economic opportunities, high quality projects will be respectful of resource consumption and environmental impacts. Sustainable development and environmentally friendly building practices are encouraged for redevelopment projects. The use of new technologies and creativity in their application is also important in promoting sustainability and minimizing the environmental impacts of redevelopment. Additionally, attention to the social, economic, and cultural well-being of the Redevelopment District is very important in ensuring the long term sustainability of the community.

Funding, Financing, Management, Promotion and Sustainability Initiatives

- Develop and implement projects and programs that support the Mission, Vision, Objectives, and Initiatives described in this plan.
- Conduct periodic strategic planning to identify priority initiatives and create short term plans from which the CRA can fund and implement budgets.
- Identify and secure all feasible sources of funding to support the redevelopment objectives described in this Plan. Such mechanisms can include, but are not limited to: tax increment revenues, other public instruments, loans, credits, grants, public/public or public/private partnerships, and other financing mechanisms.
- Offer incentive programs or other assistance for redevelopment projects within the District. These incentives should encourage redevelopment that complies with the

goals of this Plan, implements high quality design, promotes pedestrian accessibility, and enhances the residential and commercial components of the neighborhood. These programs should support all scales and intensities of development and should encourage innovative design as well as environmentally friendly building concepts. Incentive programs should also promote affordable housing options and mixed-income communities. These goals may be achieved by providing grants, loans, professional services, or other incentives, as appropriate. In such cases, restrictive covenants, façade easements, or other conditions may be required to ensure the project is consistent with the goals of this Redevelopment Plan.

- Decisions to provide incentives must support the mission, vision, objectives and initiatives indicated in this Plan and public money allocated for incentives may be returned at resale when feasible. Because of the high cost of land acquisition and limited tax increment financing capabilities, the CRA may have a multi-faceted approach to acquiring properties for redevelopment. The CRA should encourage acquisition and subsequent redevelopment by private investment and by the CRA.
- Encourage reinvestment in the District by conducting research/studies and maintaining a thorough, up-to-date understanding of the District.
- Map and index all commercial properties in the Redevelopment District to provide detailed information on zoning, parcel boundaries, size and ownership.
- Identify and inventory all substandard properties.
- Document and analyze overall parking demands and infrastructure constraints throughout the Redevelopment District.
- Document site criteria for modern mixed-use developments by business type to facilitate the understanding of contemporary developer, site, and parking requirements.
- Assist in the purchase, sale, negotiation and coordination of development.
- Support the mapping and indexing of all properties in the Redevelopment District; funding to research or obtain site development requirements; partner with the City of High Springs to negotiate acquisitions and public/private partnerships with potential developers; and funding to finance land acquisitions by the CRA (some of which will be recovered or rolled over as properties are resold).

- Branding and Promotion - Implement a logo and marketing strategy that can be used to identify the CRA on literature, banners, the internet, social media, redevelopment projects, media outlets, promotional campaigns, and other opportunities and mediums.
- Identify opportunities for partnerships between the CRA and other entities. Establishing and maintenance of partnerships will serve not only to leverage the tax increment and other revenue sources but also stimulate community interest and support. Partnerships may take several forms including financial partnering, technical support, promotion, and other partnership opportunities. Each partnership opportunity will be evaluated on a case-by-case basis for its overall value and impacts.
- Encourage and participate in maintenance of redevelopment projects in order to preserve the investments laid forth in project implementation.
- Encourage an environment that is socially, environmentally, culturally, and economically sustainable in the long term.
- Support thoughtful, sustainable development, land subdivision, and urban design that are not specific to a single use. Over time, market changes will cycle through a variety of preferred uses, and a successful District will be able to accommodate these changes. Inflexible land development and redevelopment which accommodate only the initial needs and the market forces at the time the land is developed are more likely to become future sites of blight and abandonment.
- Encourage environmentally friendly building and conservation principles in commercial, mixed-use, and residential developments in order to maximize both economic and environmental sustainability.
- Look for ways to innovatively address energy consumption, water consumption, and solid waste management issues.
- Support the use of renewable resources in building, energy generation, and landscape design.
- Consider the full life-cycle impacts of materials and techniques when designing, constructing, operating, and evaluating all projects.
- Assess the City's development review process, Land Development Code and other regulations to determine if regulatory or procedural changes could help better

facilitate environmentally friendly building techniques, materials, and/or technologies and coordinate with the City as needed to support greater implementation of environmentally sustainable building projects.

- Encourage a greater mix of uses and amenities within the Redevelopment District, in order to reduce the amount of out-of-district automobile travel required for residents to fulfill their daily needs.
- Support multi-modal development and infrastructure improvements which accommodate and encourage travel by means other than automobile.
- Support the timely remediation of contaminated properties and facilitate funding from private, local, state, and federal resources.
- Encourage opportunities for access to food within the Redevelopment District. The CRA may support increasing healthy eating options by encouraging new grocery stores, sit-down restaurants, farmer's markets, community gardens, etc.
- Provide grants, incentives, gap financing or other assistance in support of projects that achieve demonstrable sustainability components.
- Coordinate with utility providers and other entities as appropriate to support programs which encourage and assist residents and businesses in implementing energy and water conserving measures.

Objective – Sense of Community, Safety, and Security

Community pride and identity are important to the health of the Redevelopment District. Due to the importance of the CRA's role as the center of civic activity, these factors will also impact the vitality of the High Springs as a whole. Improvements to the built and natural environment provide an opportunity to engage citizens and renew and promote a sense of pride into the community. The High Springs Community Redevelopment District should be redeveloped as a modern, accessible, and inclusive community that welcomes diversity, creativity, and innovation, while also being respectful of the past. Redevelopment activities may also provide an opportunity to impact instances of crime and the perception of crime within the District.

Sense of Community, Safety, and Security Initiatives

- Improve community identity through signature projects, public artwork, marketing, enhancements to public spaces, and other activities.
- Support important historic or cultural amenities in the Redevelopment District.
- Build relationships with citizens, organizations, and community leaders.
- Support public places such as John Paul Park, the Downtown Pocket Park, the Farmer's Market Pavilion, the Old School Community Center, and other centers for social, recreation, and education opportunities. Work to create and foster high quality parks and public spaces that will serve not only the needs of the District's residents, visitors, and patrons, but those of the entire community.
- Support private infrastructure projects to increase accessibility to all residents and visitors.
- Support private infrastructure projects to bring buildings into recommended safety compliance including fire prevention and containment.
- Support neighborhood clean-up and demolition of dangerous structures, and evaluate the potential for "amnesty" events (or similar activities) to reduce neglected appearance of private property.
- Facilitate community stakeholder involvement in CRA redevelopment.

- Develop and market CRA redevelopment initiatives as high-profile "signature" projects that can promote the District, the City of High Springs as a whole, and instill civic pride.
- Pursue maintenance and upkeep activities where appropriate.
- Evaluate crime prevention and community policing concepts and how these principles may be incorporated into redevelopment initiatives where appropriate. Partner with the High Springs Police Department on community policing initiatives, including events, special projects, promotions, and other opportunities.

Neighborhood Impact Assessment

Section 163.362(3) F.S. requires community redevelopment plans include a neighborhood impact assessment describing the impact of redevelopment upon the residents of the redevelopment District and the surrounding Districts in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

The High Springs Community Redevelopment District contains approximately 109 acres. The CRA is comprised of a mixture of land uses such as commercial, government, and residential. As of August, 2015, there are approximately 98 residential units in the Redevelopment District. Diverse residential uses are present throughout the District.

In addition to the aforementioned residential uses, non-residential uses are prevalent throughout the Redevelopment District. The District represents a hub of office, retail, service, and other commercial uses. The District is a mixed-use district. Residential patterns vary from low density single family dwellings to medium density, multifamily developments. For both residential and non-residential uses, the condition of the building inventory is quite varied, encompassing a wide diversity in the quality and upkeep of the building stock.

Redevelopment planning efforts are focused on supporting and strengthening the existing community through an improved built and natural environment and the creation of new economic opportunities. CRA planning efforts will not be directed towards the large scale demolition and removal of existing neighborhoods. Rather, plans call for a systematic improvement aimed at enhancing commercial opportunities, housing options, infrastructure, visual environment, economic development sustainability, and sense of community within the Redevelopment District. Potential negative consequences of such initiatives may include an increase of traffic, noise and general congestion. With proper planning, however, many of these worrisome side-effects can be mitigated and the full benefits of increased activity can be realized. Solutions to negative consequences should be sought through thoughtful project design and implementation. In short, long-term adverse impacts to residential neighborhoods are not expected as a result of redevelopment activities.

Some moderate building deterioration exists in the Redevelopment District. The CRA may choose to pursue property acquisition in order to further enhance the quality of both residential

and non-residential areas and for the realization of the CRA redevelopment objectives listed in this Plan. Property acquisition programs must be in the best interest of the CRA and the City in the promotion of a high-quality, affordable housing stock. In such instances redevelopment funds may be used.

In order to improve the community's building stock and to provide safe, well-designed, high-quality housing at a variety of price points, the CRA will work to support a diverse housing stock that provides livable, quality options for renters and homeowners at a variety of price points. Additionally, it is a CRA goal that all housing, whether affordable or market rate, shall adhere to the very high level of quality and of design that is expected of all redevelopment projects within the Redevelopment District. The CRA may pursue affordable housing initiatives through a variety of measures, including (but not limited to) acting as developer, coordinating with the private sector, partnering with governmental agencies, etc.

Existing properties may be temporarily impacted during the construction of any improvements. Impacts may include construction detours, noise and dust. Impacts are expected to be minimal while the benefits of redevelopment activities will be of long duration, adding to the quality of life by providing a safe and attractive district that has adequate business opportunities, lighting, sidewalks, open space, infrastructure, and other needed improvements. The CRA does not foresee any effect on the school population or the need for additional community services or facilities, not already mentioned elsewhere in this Plan, to support the residential element within the Redevelopment District.

The purpose of redevelopment activities is to create an economically sustainable, accessible and attractive community. Redevelopment activities will offer a high quality local destination with a safe transportation network, pedestrian and bike corridors, commercial and employment opportunities, residential options, retail, entertainment, and public space/recreation facilities. Redevelopment activities will include programs and initiatives that are intended to be beneficial to District residents, property owners, businesses and visitors within the Redevelopment District as well as within the entire City and region.

Implementation of Redevelopment Plan

Duration of the Redevelopment Plan

The redevelopment initiatives and work described in this Redevelopment Plan funded through tax increment revenues must occur within 30 years after the fiscal year in which this plan, which supersedes and replaces previous plans, is approved or adopted, which is the time certain for completing all redevelopment financed by increment revenues.

Financial Considerations and Estimated Alachua County and City of High Springs 30 year Millage Rates and Revenue Ranges

While tax increment financing is the single source of CRA revenue enabled through state legislation, it is anticipated that a variety of funding sources will be strategically assembled to meet the many of the redevelopment objectives and initiatives identified in this Plan. When used in conjunction with these other means of funding or financing, tax increment, in effect, is capable of leveraging dollars which might not otherwise be available.

While it is impossible to accurately predict the actual millage rates and revenue over the next 30 years from October 2016 through October 2046, estimated rates and revenues based on the previous ten years have been used to compile a list of proposed projects based on estimated total revenues. These estimates are to be used for planning purposes only and are not intended for complete accuracy. Although property values have not returned to prerecession values, for estimation purposes, projections are based on increased taxable values of 1% annually. Projects will be determined based on actual revenues.

Alachua County Estimated Millage Rate: 7.5 – 10

City of High Springs Estimated Millage Rate: 5.8 – 8.5

Estimated Alachua County Tax Increment Financing Revenue: 3.45 million – 4.6 million

Estimated City of High Springs Tax Increment Financing Revenue: 2.61 million – 3.83 million

Capital Improvement Projects and Ongoing Programs

This section presents an initial work plan based on redevelopment objectives, initiatives and capital projects described within this Redevelopment Plan. The project examples represent capital improvement that may be considered in order to realize the objectives contained in this Plan and are meant to be examples of the types of projects to be undertaken within the Redevelopment District. As new opportunities arise, and budgets, funding, and strategic planning gets refined, the projects to be implemented and the sequence for implementation may change. Specific activities will be planned and detailed through annual strategic planning initiatives coordinated by the CRA.

Additional projects that serve to implement the objectives of this Redevelopment Plan are anticipated. This example list of projects may be reviewed and formalized annually as part of CRA strategic planning and/or in conjunction with the City of High Springs's capital improvements process.

The CRA will not bear the full cost burden for capital projects or ongoing programs, particularly those projects which occur on public property and/or in the public right-of-way. The CRA will partner with other public agencies such as the City of High Springs, Florida Department of Transportation, utility providers, and other groups (both public and private) pursuing capital improvements projects within the Redevelopment District. In such instances, it is envisioned that the CRA would fund the incremental cost for portions of the capital improvements or ongoing programs related to redevelopment and to CRA goals. Costs will be evaluated on a project-by-project basis.

On an annual basis, a detailed statement of the projected costs of redevelopment, including the amount to be expended on publicly funded capital projects in the High Springs CRA District and any indebtedness of the High Springs CRA proposed to be incurred for such redevelopment if such indebtedness is to be paid with increment revenues with be provide to Alachua County Board of Commissioners.

Table 1 – Project that are planned to be funded through the High Springs CRA

Name of Improvement	Description	Estimated Cost
Signage	New signage for public facilities and parks	$3000/Sign
Old School Community Center	Phase 2 Renovation	$1,000,000
Rails to Trails	Converting Abandoned railway to a bike trail	$23/ linear foot
Water/ Waste Water	Pipes and Structures	$25/ linear foot
Façade Grants	Façade renovation of residential and commercial buildings	$1,500,000
Sidewalks	Improved sidewalks on commercial Main Street and First Avenue	$40/ linear foot
Recreational Facilities	Build new civic center adjacent to Old School Community Center	$2,500,000

Redevelopment Plan Modification

This Redevelopment Plan may be modified in a manner consistent with Florida Statues 163.361. If the High Springs Community Redevelopment Agency deems that the High Springs Redevelopment Plan be amended, it shall make a recommendation to the City of High Springs.

Severability

If any provision of the High Springs Community Redevelopment Plan is held to be unconstitutional or otherwise legally infirm, such provisions shall not affect the remaining portions of this Plan.

Safeguards, Controls, Restrictions or Covenants

All CRA sponsored redevelopment activities undertaken in the High Springs Redevelopment District must be consistent with this Plan, the City's Comprehensive Plan, and applicable land development regulations; all such redevelopment plans will undergo review by the CRA and other appropriate agencies.

Issues concerning restrictions on any property acquired for redevelopment purposes and then returned to use by the private sector will be addressed on a case-by-case basis to ensure that all activities necessary to perpetuate the redevelopment initiative are advanced in a manner consistent with this Plan and any amendment thereto. Such restrictions or controls may be in the form of covenants running with any land sold or leased for private use or other mechanism as appropriate.

Consistency with Other Plans

The High Springs Redevelopment Plan conforms to the City of High Springs's Comprehensive Plan. Every effort has been made to prepare the High Springs Community Redevelopment Plan consistently with the City of High Springs's Comprehensive Plan; other plans, past studies, and reports done by or for the City of High Springs have also been extensively reviewed for consistency.

Conclusion

The High Springs Redevelopment Plan provides a framework for an economically, socially, and environmentally sustainable community. To realize effective redevelopment, community leaders, businesspersons, and residents alike must support the redevelopment objectives outlined in this Plan and continue to do so over time and changing administrations. Realization of the Plan is a

30-year, time certain effort and it is anticipated that the CRA will update/amend this policy document on a regular basis in order to keep the Redevelopment Plan focused and timely. The CRA may undertake an annual strategic planning program to focus and prioritize any activities and improvements within the Redevelopment District.

Appendix A: Maps and Legal Description of the High Springs Community Redevelopment District

Figure 2 – Zoning Map: High Springs CRA District Redevelopment District

*Note: Zoning regulations, encompass limitations such as the type, size, height, number, and propose use of buildings. These regulations are fully enumerated in the City of High Springs Land Development Code.

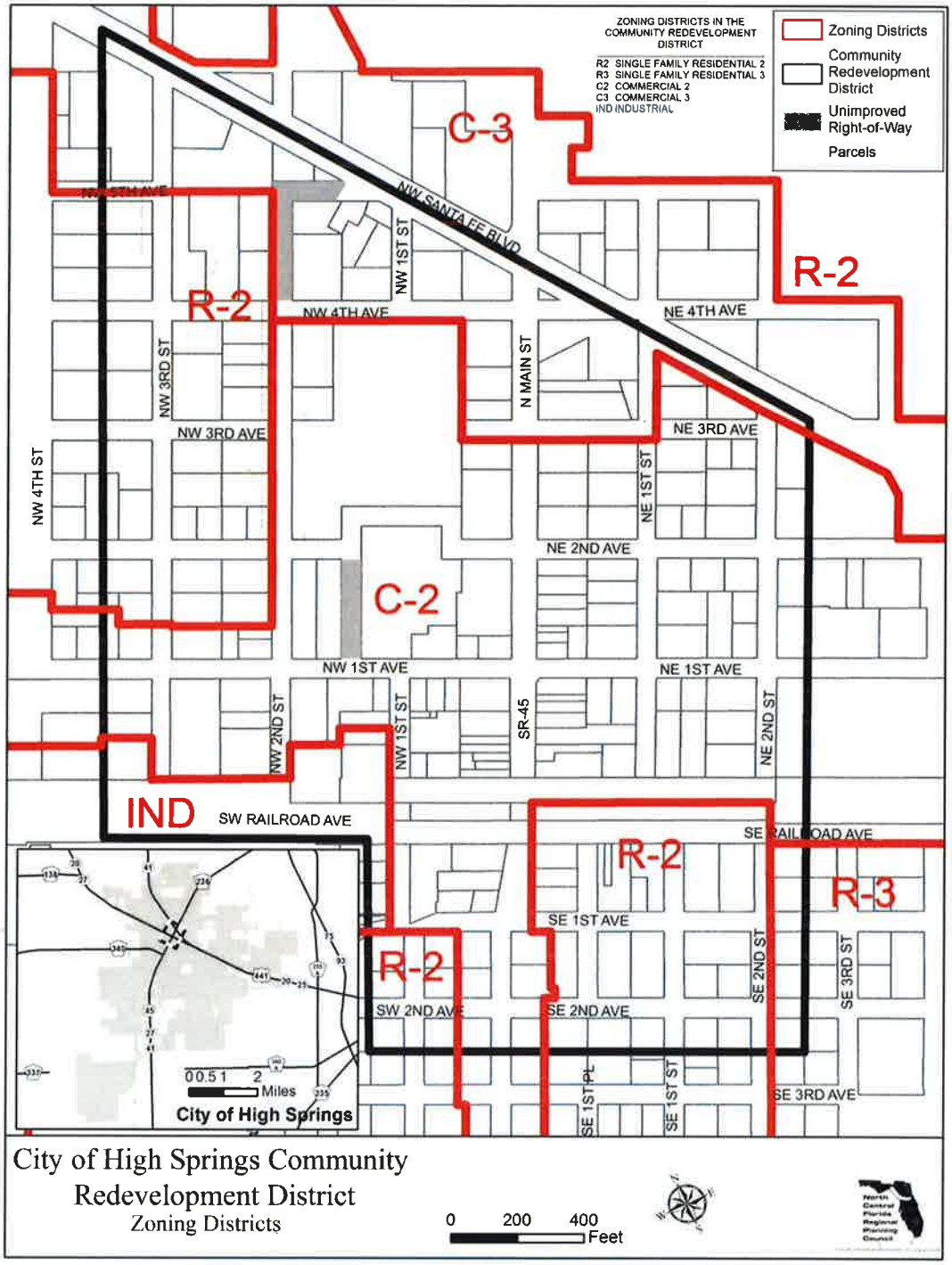


Figure 3 – Future Land Use Map: High Springs Redevelopment District

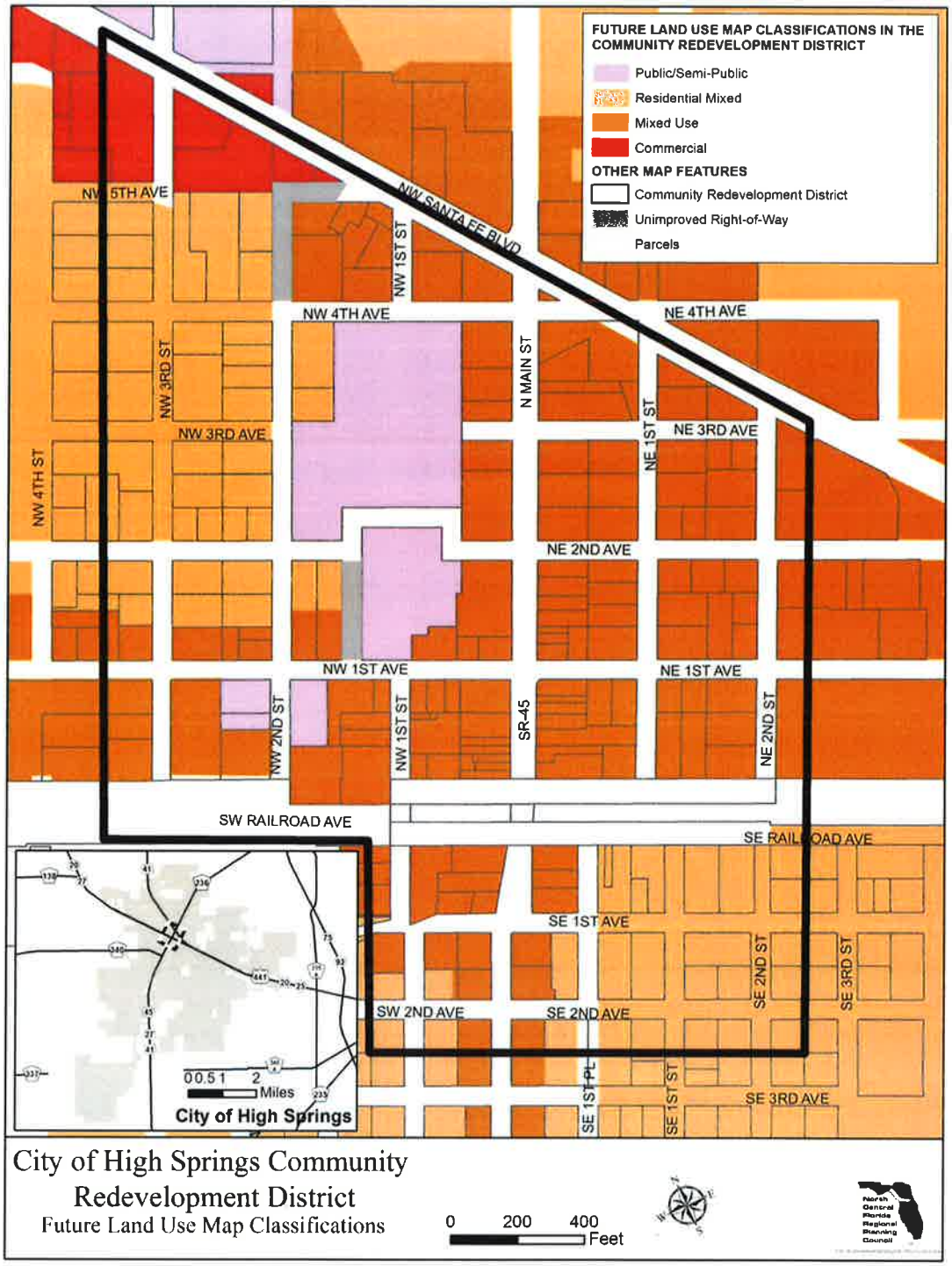
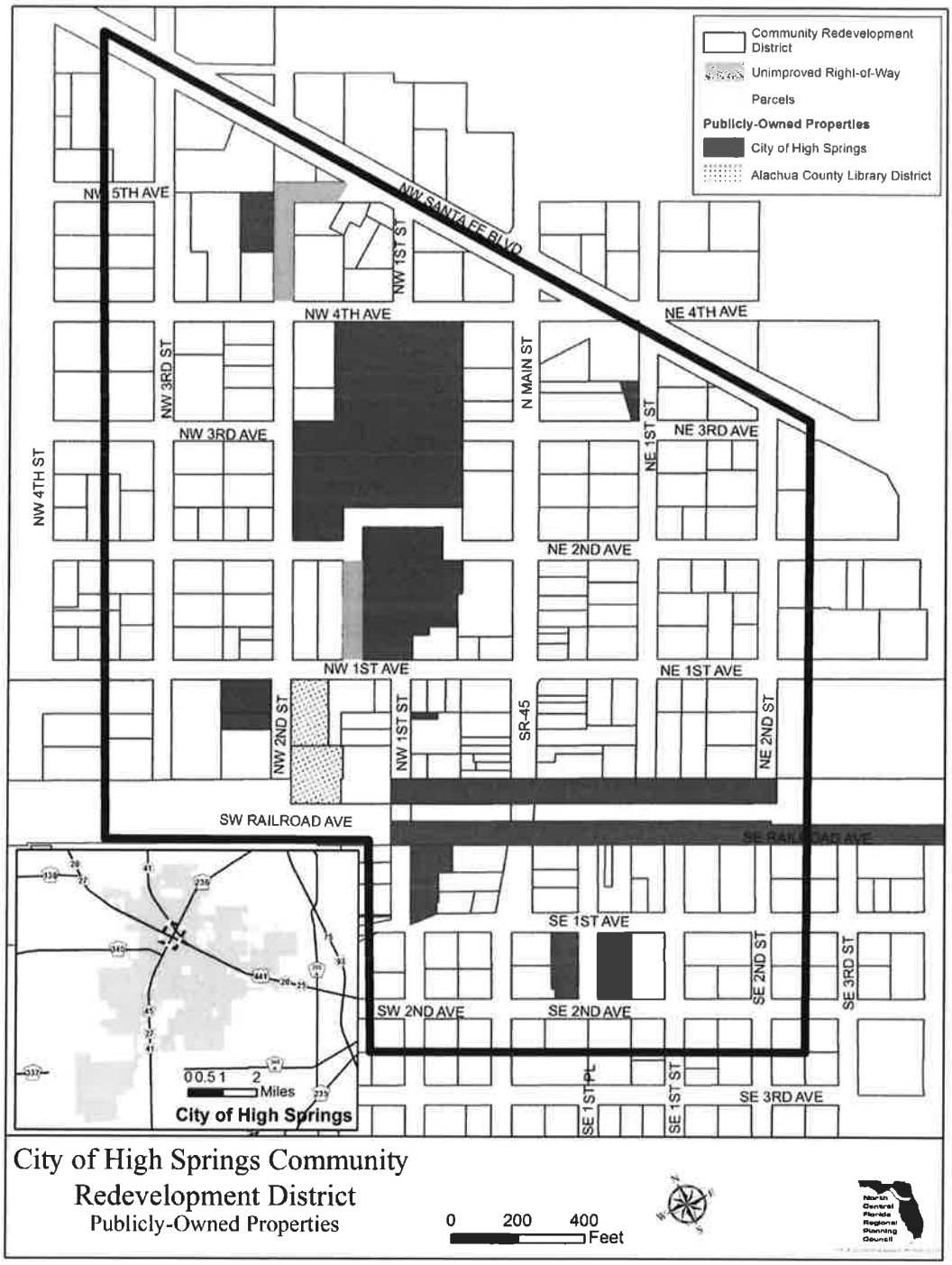


Figure 4 – Publically Owned Property within the High Springs Redevelopment District



Legal Description

City of High Springs Community Redevelopment District:

The following is a legal description of a tract of land known as the City of High Springs Community Redevelopment District, located within the City of High Springs, Section 3 of Township 8 South, Range 17 East, and Section 34 of Township 7 South, Range 17 East, Alachua County, Florida, being more particularly described as follows:

> Beginning at the NE corner of said Section 3, thence South 3°00'00" East 820.19 feet along easterly line of said Section 3 to the centerline of US Highway 41/NW Santa Fe Blvd., thence North 35°00'00" West 318.74 feet along the centerline of said US Hwy 41/NW Santa Fe Blvd. to the Point of Beginning. Continue North 35°00'00" West 2,436.78 feet along the centerline of said US Highway 41/NW Santa Fe Blvd., thence South 25°00'00" West 2,433.28 feet to the southerly side of SW Railroad Ave., thence South 63°00'00" East 790.44 along southerly side of SW Railroad Ave., thence South 23°00'00" West 637.01 feet, thence South 63°00'00" East 1,305.38 feet, thence North 27°00'00" East 1,900.19 feet back to the Point of Beginning.
>
> Containing 109.2 acres, more or less.