23718 W US HWY 27
High Springs, Florida 32643

Telephone: (386) 454-1416
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CITY COMMISSION MEETING
AGENDA
City Hall
23718 WEST US HWY 27

JULY 14, 2016 **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:	JUNE 9, 2016 COMMISSION MEETING

PROCLAMATION RECOGNIZING JULY AND AUGUST AS WATER/WAYS MONTHS.

UNFINISHED BUSINESS

1. **CONSIDER ORDINANCE 2016-07,** AN ORDINANCE AMENDING CHAPTER 30 "ELECTIONS" OF THE HIGH SPRINGS CODE OF ORDINANCES; AMENDING THE REQUIRED QUALIFYING PERIOD FROM FIVE BUSINESS DAYS TO COINCIDE WITH THE CITY'S BUSINESS WEEK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

   A. MAYOR OPENS PUBLIC HEARING FOR PUBLIC INPUT.
   B. MAYOR CLOSES PUBLIC HEARING.
   C. DISCUSSION AND CONSIDERATION IN PASSING OF ORDINANCE 2016-07 ON SECOND READING.

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

NEW BUSINESS

1. **CONSIDER RESOLUTION 2016-M**, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA, AMENDING THE QUALIFYING PERIOD FOR THE NOVEMBER 8, 2016 ELECTION IN THE CITY OF HIGH SPRINGS AS PREVIOUSLY SET IN RESOLUTION 2006-H PURSUANT TO CHAPTER 30 OF THE HIGH SPRINGS CODE OF ORDINANCES; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

2. **CONSIDER A CPI RATE INCREASE FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION REQUEST FROM WCA.**

3. **CONSIDER RESOLUTION 2016-N**, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING THE CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE CONSTRUCTION AND MAINTENANCE AGREEMENT; AND PROVIDING THAT THE CITY OF HIGH SPRINGS ACCEPT THE RESPONSIBILITIES OUTLINED IN THE ATTACHED AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

4. **DISCUSS ESTABLISHING A STANDARD AGREEMENT FOR CITY OWNED BUILDINGS REGARDING UTILITIES.**

5. **CONSIDER APPROVAL OF THE INTER-LOCAL AGREEMENT WITH ALACHUA COUNTY FOR THE EXTENSION OF THE CRA.**

6. **DISCUSS AND CONSIDER SUPPORT OF ALACHUA COUNTY'S RECOMMENDATIONS IN REFERENCE TO THE I-75 RELIEF STUDY.**

7. **CONSIDER REQUESTING A REDUCTION TO THE SPEED LIMIT ON WEST US HIGHWAY 27.**

8. **CONSIDER APPOINTING KRISTIN RUBIN TO THE VACANT CODE BOARD POSITION.**

9. **CONSIDER A REQUEST BY LEDA CARRERA TO ESTABLISH A MEMORIAL GARDEN IN FRONT OF THE FIRE DEPARTMENT.**

10. **CONSIDER A REQUEST BY LEDA CARRERA FOR A 9-11 REDEDICATION CEREMONY.**

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

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

MOTION TO ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN CITY COMMISSION MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 237187 WEST US HWY 27, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

110 NW 1st Avenue
High Springs, Florida 32643

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CITY COMMISSION MEETING
MINUTES
JUNE 23, 2016

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

Invocation by Chaplain Jessica Hall.

Pledge of Allegiance.

Roll Call:	Mayor Byran Williams – Present Vice Mayor Gloria James – Absent Commissioner Jason Evans – Present Commissioner Scott Jamison –Absent Commissioner Sue Weller – Present
Staff Present:	Ed Booth, City Manager Jenny L. Parham, City Clerk Scott Walker, City Attorney Courtney Johnson, Assistant City Attorney Antoine Sheppard, Police Lt. Amanda Rodriguez, CRA Executive Director Bruce Gillingham, Fire Chief Robert Basford, Recreation Director

APPROVAL OF AGENDA:

Motion Commission Weller to approve the agenda as presented.
Second Commissioner Evans.
Motion carried 3-0.

APPROVAL OF MINUTES:

Motion Commissioner Evans to approve the minutes of May 26 and June 9, 2016 Commission Meetings.
Second Commissioner Weller.
Motion Carried 3 -0.

PRESENTATION OF CERTIFICATES OF APPRECIATION FOR RELAY FOR LIFE PARTICIPATION.

Linda Hewlett, presented certificates for Kim Wilson, Adam Joy, Robert Basford and Courtney Odum for their participation in the Relay for Life.

UPDATE ON SMITHSONIAN INSTITUTE

Kristina Young gave an update on the Smithsonian Institute Traveling Waterways Exhibit. The ribbon cutting will be July 16th from 10:00 a.m. – 4:00 p.m. She thanked the City of High Springs for their support. The exhibit is 680 sq. ft. with hands on and interactive exhibits.

AUDIT

1. **PRESENTATION OF THE 2014/2015 FISCAL YEAR AUDIT BY JAMES MOORE AND ASSOCIATES.**

   Donna Brown, of James Moore & Associates, presented the 2014/2015 audit.

2. **ACCEPTANCE OF THE 2014/2015 FISCAL YEAR AUDIT.**

Motion Commissioner Evans to accept the 2014/2015 Fiscal Year Audit as presented.
Second Commissioner Weller.
Motion carried 3 – 0.

UNFINISHED BUSINESS - NONE

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

Suzie Clark expressed appreciation to the CRA and officials on the CRA for the quilt blocks. She gave an update on the quilts.

NEW BUSINESS

DISCUSS AND CONSIDER PARKS & RECREATION ADVISORY BOARD'S RECOMMENDATIONS.

Ross Ambrose, Chair of the Parks and Recreation Advisory Board, speaks of the role of the Parks and Recreation Board being to advise the Commission. He thanked all the audience members that came out to support Parks and Recreation.

Chair Ambrose outlined the needs for recreation in the community.

Commissioner Weller expressed appreciation to the board for their future planning.

Robert Basford, Recreation Director, spoke of having to monitor the park lights closely in order to stay

within budget.

Blake Oswald spoke of the parks deteriorating.

Kevin Ather spoke of recreation being important to the community, appreciate funding for recreation.

Daniel Bell, President of Santa Fe Babe Ruth Baseball, spoke of the need for more resources, wanting to use facilities more but more basic maintenance needs to be done at the parks. Requested the commission consider the recommendations of the Parks and Recreation board.

Suzie Clark spoke of the importance of safety. She spoke of falling at park from the major problems with the sidewalks.

Mayor Williams thanked the citizens and volunteers for wanting to support this kind of program.

Mr. Ambrose presented the recommendations of the Tree Board.

CONSIDER AWARDING BIDS FOR INSTALLATION OF PLAYGROUND EQUIPMENT AND THE RESURFACING OF TENNIS AND BASKETBALL COURTS.

Robert Basford, Recreation Director, stated that all vendors that bid are qualified to perform the work. He added that the bidder Arrowhead is a certified Game Time installer, which would save the warranty if they install; but came in well over the others.

Motion Commissioner Weller to accept the bid from Tennico for $11,000 for the installation of the playground equipment
Second Commissioner Evans.
Motion carried 3 – 0.

Motion Commissioner Weller to accept the bid from Tennis Unlimited for $23,000 for resurfacing the tennis and basketball courts.
Second Commissioner Evans.
Motion carried 3 – 0.

Mayor Williams suggested if any of the old playground equipment is still safe to use, that it be donated to the High Springs Daycare.

CONSIDER A REQUEST FROM DAPHNE ROBERSON FOR A CREDIT ON UTILITY BILL.

Daphne Roberson spoke of her concerns with her water bill and it going up and down. She spoke of her daughter's water bill being placed on her water bill. She requested some satisfaction.

Jennifer Stull, Finance Director, gave a history of the account. She advised that it came to our attention that the account was in her deceased mother's name, which we do not allow, so her daughter came in and filled out an application. When the daughter opened the account, the past due balance that her daughter had was put on the bill; the daughter then said she did not want her name on the account and

took the application back. After that Ms. Roberson came in and opened the account. Mrs. Stull advised that they did carry over the last bill of $45.00 from the deceased mother's account to Ms. Roberson since this is where she was living; which Ms. Roberson agreed to. She explained that there was a high water bill and there were rereads done, and that Ms. Roberson met with Mr. Booth and herself and was given over $200.00 in credits. She advised that Ms. Roberson agreed to pay the remainder of the bill, and would make payments. She added that the meter was changed out, and currently the bill is caught up, but she is currently asking for additional money back from the high bill.

Ms. Roberson stated that Mr. Booth had suggested the new meter. She spoke of making the payments. She speaks of having a leak and the bill did not increase, but when she did not have a leak, her bill was almost $500.00.

Attorney Walker spoke of the City having to abide by City Ordinances, so that everyone is treated the same. He adds that our Ordinance states that the City can only go back three months.

CONSIDER APPROVAL OF INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION & FIRST RESPONSE EMS/RESCUE SERVICES BETWEEN ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS.

Mr. Booth spoke of the City providing service for the County, in which they are to reimburse the city for this service. He states that they were not providing the City with nearly the money that they collect or the amount that it is costing our citizens.

Chief Gillingham gives an overview of the contract; it is a three-year contract with an automatic renewal, the two years it is a flat rate amount of $175,000and then it will increase to $185,000. He states that the contract does have a clause that we can open the contract for financial compensation.

Motion Commissioner Evans to approve the Interlocal Agreement for Fire Suppression & First Response Services between Alachua County and the City of High Springs.
Second Commissioner Weller.
Motion carried 3 – 0.

CONSIDER RESOLUTION 2016-J, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF HIGH SPRINGS, FLORIDA; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR FIRE SERVICES ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING AN EFFECTIVE DATE.

Resolution 2016-J was read by title only by Attorney Walker.

Chief Gillingham stated that we have one of the lower Fire Service Fees. Spoke of the need for the Fire Department to replace their Air Packs in the next couple years; they have hit their life expectancy. He states that it is staff's recommendation to set at the $93.00, which is what they are comfortable with balancing the budget with.

Motion Commissioner Weller to adopt Resolution 2016-J as read by title only.
Second Commissioner Evans

Commissioner Weller amended motion to set at $100.
Second Commissioner Evans to amend motion.

Roll call vote:

Mayor Williams-yes
Commissioner Evans-yes
Commissioner Weller-yes

Motion carried 3 – 0.

CONSIDER AMENDED INTERLOCAL AGREEMENT WITH ALACHUA COUNTY TAX COLLECTOR FOR THE OPERATION OF A VEHICLE TAG SERVICES BRANCH OFFICE.

Mr. Booth advises that this agreement would allow us to keep our fees and just send the portion owed to the Tax Collector.

Mrs. Stull explained that in the past we have sent the Tax Collector all the funds, and their office would take out their fees and then send our portion back. She states with the new agreement the city would have the money quicker.

Motion Commissioner Weller to enter into the proposed Interlocal Agreement with Alachua County Tax Collector for the Operation of a Vehicle Tag Services Branch Office.
Second Commissioner Evans
Motion carried 3 – 0.

REVIEW FINANCIAL REPORTS FOR APRIL AND MAY, 2016.

Mr. Booth advises that everything is in line.

CONSIDER RESOLUTION 2016-I, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA, AMENDING THE ESTABLISHING THE PRICE OF CEMETERY SERVICES AND GRAVES IN ALL CEMETERIES OWNED OR OPERATED BY THE CITY OF HIGH SPRINGS AS PREVIOUSLY SET IN RESOLUTION 2002-I PURSUANT TO CHAPTER 22 OF THE HIGH SPRINGS CODE OF ORDINANCES; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

Resolution 2016-I was read by title only by Attorney Walker.

Mr. Booth advised that we have limited spaces left, and we will need to plan to open up more area. He states that our prices are well below others.

Commissioner Weller states that the current rates have been in effect since 2002.

Commissioner Evans states that in Gainesville the lowest pricing you will find is around $1800.00 per Space, and in Lake City, a year or two ago it was about $995.00. He adds that in larger areas they are more expensive than that. He also states that the problem you run into with the smaller areas being less expensive is that you have people who purchase the cemetery lots in the smaller areas for less money, but have no ties to that area.

Motion Commissioner Evans to adopt Resolution 2016-I as read by title only.
Second Commissioner Weller.

Roll call vote:

Commissioner Evans-yes
Commissioner Weller-yes
Mayor Williams-yes

Motion carried 3 – 0.

CONSIDER RESOLUTION 2016-K, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS AMENDING THE CITY'S REAL PROPERTY POLICIES WHICH GOVERN THE ACQUISITION AND DISPOSITION OF PROPERTY BY THE CITY OF HIGH SPRINGS; AND PROVIDING AN EFFECTIVE DATE.

Resolution 2016-K was read by title only by Attorney Walker.

Motion Commissioner Weller to adopt Resolution 2016-K as read by title only.
Second Commissioner Evans.

Roll call vote:

Commissioner Weller-yes
Mayor Williams-yes
Commissioner Evans-yes

Motion carried 3 – 0.

CONSIDER RESOLUTION 2016-L, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ADOPTING AFFORDABLE HOUSING SURPLUS PROPERTY POLICY WHICH GOVERN THE DISPOSITION OF REAL PROPERTY BY THE CITY OF HIGH SPRINGS TO NOT FOR PROFIT ORGANIZATIONS TO ENCOURAGE AFFORDABLE HOUSING IN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution 2016-L was read by title only by Attorney Walker.

Motion Commissioner Evans to adopt Resolution 2016-L as read by title only.
Second Commissioner Weller.

Attorney Johnson pointed out that Commissioner Jamison was unable to attend tonight, but would like it if there could be a rotational process for the Non-Profit agencies.

Ben Phillips, Habitat for Humanity, speaks on affordable housing.

Roll call vote:

Mayor Williams-yes
Commissioner Evans-yes
Commissioner Weller-yes

Motion carried 3 – 0.

CONSIDER ORDINANCE 2016-07, AN ORDINANCE AMENDING CHAPTER 30 "ELECTIONS" OF THE HIGH SPRINGS CODE OF ORDINANCES; AMENDING THE REQUIRED QUALIFYING PERIOD FROM FIVE BUSINESS DAYS TO COINCIDE WITH THE CITY'S BUSINESS WEEK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

Ordinance 2016-07 was read by title only by Attorney Walker.

Motion Commissioner Evans to adopt Ordinance 2016-07 as read into the record, on First Reading.
Second Commissioner Weller.

Roll call vote:

Commissioner Evans-yes
Commissioner Weller-yes
Mayor Williams-yes

Motion carried 3 – 0.

DISCUSS CHARTER REVIEW BOARD'S RECOMMENDATIONS AND CONSIDER APPROPRIATE DIRECTION TO STAFF.

Commissioner Weller states that the Charter Review Board presented seven issues to us. She adds that she is okay with the recommendations of the Charter Review Board on Issues 1, 2, 3, 6 and 7; has a problem with wording on Issue 4 and is not real sure on Issue 5, Binding Referendum.

Motion Commissioner Weller to continue this matter for further discussion.
Second Commissioner Evans.
Motion carried 3 – 0.

CITY ATTORNEY REPORT/UPDATE

Nothing at this time.

CITY MANAGER REPORT/UPDATE

Advised that the water project has become challenging, but we are working through it.

Advised that the grants for the parks are moving forward.

Advised of the CRA conditions: the base year will remain the same as 1986; at 15 years there will be an opener, if the goals have been met then they will give us 15 more years; there is a payback amount of $199,000.00 with $40,000 paid back each year for 5 years.

Spoke of the $144,000 grinder pump grant, and the Governor signing that septic tanks can still be used with grinder pumps in case of power outage, the septic can be used.

Advised that the Camp Kulaqua project still in line.

Advised that the Commission will be seeing the budget very soon.

COMMENTS AND CONCERNS:

COMMISSIONERS

Commissioner Evans commented that the gazebo in James Paul Park is looking nice. He also thanked Suzie Clark for her work on getting quilt mural.

Commissioner Weller advised that she attended the County Commission meeting on the I-75 Extension discussion; she will put something on the next agenda to discuss supporting the county's opposition.

MAYOR

Advised that there will be a food give away next month at the Civic Center, July 26th, volunteers needed.

Advised Monday night he took a tour of Air Liquide, and recommended the other commissioners also take a tour to see the operation and safety precautions in place.

Motion Commissioner Weller to adjourn.
Second Commissioner Evans.
Mayor Williams adjourned the meeting at 9:10 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: **7/14/16**

SUBJECT: **Waterways Proclamation**

AGENDA SECTION: **New Business**
DEPARTMENT: **CRA**

PREPARED BY: **Amanda Rodriguez**

RECOMMENDED ACTION:

Summary

ATTACHMENT:

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: **JULY 14, 2016**

SUBJECT: **AN ORDINANCE AMENDING CHAPTER 30 "ELECTIONS" OF THE HIGH SPRINGS CODE OF ORDINANCES; AMENDING THE REQUIRED QUALIFYING PERIOD FROM FIVE BUSINESS DAYS TO COINCIDE WITH THE CITY'S BUSINESS WEEK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION**

AGENDA SECTION: **UNFINISHED BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION: ADOPTION OF ORDINANCE 2016-07 ON SECOND AND FINAL READING.

Summary

THE CITY COMMISSION WILL CONSIDER AN ORDINANCE AMENDING THE CITY'S QUALIFYING PERIOD. THIS ORDINANCE WAS READ AND ADOPTED ON FIRST READING AT THE JUNE 23, 2016 MEETING. A RESOLUTION WILL FOLLOW SETTING THE QUALIFYING PERIOD.

ATTACHMENTS: **ORDINANCE 2016-07**

REVIEWED BY CITY MANAGER: _____

ORDINANCE NO. 2016-07

AN ORDINANCE AMENDING CHAPTER 30 "ELECTIONS" OF THE HIGH SPRINGS CODE OF ORDINANCES; AMENDING THE REQUIRED QUALIFYING PERIOD FROM FIVE BUSINESS DAYS TO COINCIDE WITH THE CITY'S BUSINESS WEEK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

WHEREAS, Chapter 30 of the High Springs Code of Ordinances establishes the requirements for qualifying to be a candidate for city commission in the City; and

WHEREAS, Section 30-1 requires the City Commission to establish by resolution the qualifying period for candidates running for city commission; and

WHEREAS, Section 30-1 requires the qualifying period last for a period of five (5) business days from Monday through Friday; and

WHEREAS, subsequent to the most recent amendment to this Section via Ordinance 2012-05, the City's business week now runs from Monday through Thursday; and

WHEREAS, after proper notice and public hearing, the City Commission has determined that it is prudent to amend the High Springs Code of Ordinances reducing the qualifying period to coincide with the City's business week; and

WHEREAS, the City Commission of the City of High Springs has determined that it is desirable to amend Section 30-1 of the High Springs Code of Ordinances to reflect the City's work week.

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

Section 1: Section 30-1 of the High Springs Code of Ordinances entitled "Candidates' qualifying" is hereby amended to read as follows (words ~~struck through~~ have been deleted, and words <u>underlined</u> have been added):

In the event that it becomes necessary to hold a special election to fill a vacancy on the city commission, the city commission shall by resolution set the qualifying period for candidates running to fill the vacancy on the city commission. The qualifying period shall be at least 30 days before the election and shall be for a period of <u>one business week of the City of High Springs</u> ~~five business days from Monday through Friday~~. The resolution establishing the qualifying period shall be adopted no later than ten calendar days prior to the established qualifying period. The resolution establishing the qualifying period shall be adopted no later than ten calendar days prior to the established qualifying period. The resolution shall establish the qualifying fee for candidates.

<u>Section 2:</u> EFFECTIVE DATE. This Ordinance shall take effect upon its passage at second and final reading.

Section 3: PRESERVATION OF RIGHTS AND DUTIES. The repealing provisions of this Ordinance do not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of the repeal.

Section 4: INCLUSION IN THE CODE, SCRIVENER'S ERROR. It is the intention of the City Commission of the City of High Springs, Florida, and it is hereby provided that the provisions of this Ordinance shall become and made part of the Code of Ordinances of the City of High Springs, Florida; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section," "article," or other appropriate designation. The correction of typographical errors which do not affect the intent of the ordinance may be authorized by the City Manager or designee without public hearing, by filing a corrected or re-codified copy of the same with the City.

Section 5: CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the material adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

First reading was held on the 23rd day of June, 2016.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 14th day of July, 2016.

BY THE MAYOR OF THE CITY OF HIGH SPRINGS, FLORIDA

_____
Byran Williams, Mayor

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

_____
Jenny L. Parham, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

_____
S. Scott Walker, City Attorney

RESOLUTION 2016 - M

A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA, AMENDING THE QUALIFYING PERIOD FOR THE NOVEMBER 8, 2016 ELECTION IN THE CITY OF HIGH SPRINGS AS PREVIOUSLY SET IN RESOLUTION 2006-H PURSUANT TO CHAPTER 30 OF THE HIGH SPRINGS CODE OF ORDINANCES; REPEALING ALL RESOLUTIONS IN CONFLICT, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of High Springs is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166 of the Florida Statutes; and

WHEREAS, Section 4.05 of the Charter of the City of High Springs provides that regular elections of Commissioners shall be held on the same date as the regular state and federal general election;

WHEREAS, Section 30-1 of the High Springs Code of Ordinances requires the City Commission to set the qualifying period for candidates running for City Commissioner, via separate resolution each year, which qualifying period shall be at least 60 days prior to the election and shall be for a period of five business days from Monday through Friday;

WHEREAS, pursuant to this authority, the City Commission previously set the qualifying period on June 9, 2016 via Resolution 2016-H; and

WHEREAS, however, the City's business week is now four days, the City Commission desired to amend Section 30-1 to reflect the City's business week; and

WHEREAS, the City Commission adopted Ordinance 2016-07 upon second reading on July 14, 2016, amending Chapter 30 of the Code of Ordinances to require the qualification period for one business week of the City; and

WHEREAS, it is in the best interest of the City to amend the qualifying period for the November 8, 2016, election to encompass a business week of the City of High Springs; and

NOW THEREFORE BE IT RESOLVED BY THE HIGH SPRINGS CITY COMMISSION THAT:

SECTION ONE: Candidates may qualify to run for election to the said City Commission seat number 3 by filing with the City Clerk for the City of High Springs during regular business hours from Monday, August 15, 2016 through Thursday, August 18, 2016.

SECTION TWO: The previous qualifying period established in Resolution 2016-H is repealed.

SECTION THREE: All resolutions and parts of resolution in conflict herewith are hereby repealed to the extent of such conflict.

SECTION FOUR: This Resolution shall become effective upon passage.

PASSED in regular session of the High Springs City Commission on this 14th day of July, 2016.

CITY OF HIGH SPRINGS, FLORIDA

ATTEST:

Jenny L. Parham, City Clerk

Byran D. Williams, Mayor

(Seal)

APPROVED AS TO FORM AND LEGALITY:

S. Scott Walker, City Attorney

Commission Agenda Item Request Form

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

MEETING DATE: **July 14, 2016**

SUBJECT: **Consider WCA CPI request FY 16/17**

AGENDA SECTION: **NEW**

DEPARTMENT: **CITY MANAGER**

PREPARED BY: **FINANCE DIRECTOR**

RECOMMENDED ACTION: **APPROVE**

COST:

Summary

CPI Increase based on the agreement

ATTACHMENTS: **Current Rates and Proposed Rates**

REVIEWED BY CITY MANAGER: _____

Current Commerical Rates

Yards	1X	2X	3X	4X	Recycle 1X	Recycle 2X	Recycle 3X
2	$61.67	$113.91	$166.14	$0.00	$0.00	$0.00	$0.00
4	$100.68	$188.88	$236.51	$0.00	$100.38	$188.80	$0.00
6	$140.67	$265.49	$390.36	$0.00	$140.67	$265.49	$390.36
8	$178.90	$340.11	$501.25	$566.25	$178.90	$340.11	$501.25
96 Gal Bin	$27.23	$33.28	$0.00	$0.00	$0.00	$0.00	$0.00

Proposed Commerical Rates

Yards	1X	2X	3X	4X	Recycle 1X	Recycle 2X	Recycle 3X
2	$76.69	$152.12	$228.82	$305.51	$74.88	$137.38	$0.00
4	$98.06	$197.39	$295.45	$394.78	$83.40	$0.00	$0.00
6	$120.70	$241.38	$362.08	$482.78	$83.47	$178.01	$0.00
8	$143.33	$286.64	$428.71	$572.04	$92.08	$181.68	$0.00
96 Gal Bin	$23.15	$29.62	$0.00	$0.00	$0.00	$0.00	$0.00

Current WCA Rates

Yards	1X	2X	3X	4X	Recycle 1X	Recycle 2X	Recycle 3X
2	$62.47	$0.00	$0.00	$0.00	$61.00	$0.00	$0.00
4	$79.88	$160.79	$0.00	$0.00	$67.97	$0.00	$0.00
6	$98.32	$196.63	$0.00	$0.00	$68.00	$112.00	$0.00
8	$116.75	$233.50	$349.23	$465.98	$75.00	$145.00	$148.80
96 Gal Bin	$18.86	$24.13	$0.00	$0.00	$0.00	$0.00	$0.00

Proposed WCA Rates

Yards	1X	2X	3X	4X	Recycle 1X	Recycle 2X	Recycle 3X
2	$63.91	$126.77	$190.68	$254.59	$62.40	$114.48	$0.00
4	$81.72	$164.49	$246.21	$328.98	$69.50	$0.00	$0.00
6	$100.58	$201.15	$301.73	$402.32	$69.56	$148.34	$0.00
8	$119.44	$238.87	$357.26	$476.70	$76.73	$151.40	$0.00
96 Gal Bin	$19.29	$24.68	$0.00	$0.00	$0.00	$0.00	$0.00

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

May 20, 2016

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

RE: CPI Request FY 16/17

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 section 10.2 (a) of our contract, adjustment to rates, the Contractor may petition the city council annually for a CPI increase which shall not be unreasonably denied. The contract states the CPI will be calculated by using 70% of the annual CPI. The CPI for 2016, as reflected in the attached table, is at 3.3%.

The calculation for the residential collection rate increase for FY 2016/2017 is 70% of the 3.3% CPI which is 2.3% times the current residential rate which equals $.29 per home per month. The commercial pricing matrix will also reflect the increase of 2.3% (see attached).

The current rate for residential garbage collection is $12.06 per home per month. The new rate will be $12.35 per home per month for fiscal year 2016/2017, effective October 1, 2016.

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

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUSR0000SEHG
Seasonally Adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	210.130	210.860	211.401	212.115	212.880	213.569	213.958	215.252	216.241	216.361	217.093	217.724
2016	218.255	218.497	219.310	220.468								

Rates for 2016/2017

Series ID CUSR0000SEHG		CPI	Adjusted CPI (70%)	Current Rate		New Rate
High Springs	7.195 / 212.115	0.0339203	0.023744195	$12.06	$	**12.35**
				Variance +	$	0.29

FY 16/17 Commercial Rates

Yards	1X	2X	3X	4X	5X	6X
2	$63.91	$126.77	$190.68	$254.59	$317.45	$381.36
4	$81.72	$164.49	$246.21	$328.98	$410.69	$492.42
6	$100.58	$201.15	$301.73	$402.32	$502.90	$604.52
8	$119.44	$238.87	$357.26	$476.70	$596.14	$715.58

FY 16/17 Commercial Cart Services

1. Garbage & Trash Once/Week $19.29 Monthly Cost per Cart
2. Garbage & Trash Twice/Week $24.68 Monthly Cost per Cart

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

RESOLUTION 2014 - K

A RESOLUTION ADJUSTING RATES FOR SOLID WASTE SERVICES, FOR COMMERCIAL CUSTOMERS TO REFLECT WCA BILLING FOR COMMERCIAL CUSTOMERS; PROVIDING FOR CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 62-37 of the High Springs Code of Ordinances provides that service charges for solid waste collection shall be established by resolution of the High Springs City Commission; and

WHEREAS, the City Commission last adopted Resolution 2012-P on September 13, 2012, governing solid waste collection service charges, and

WHEREAS, the City Commission deems it necessary and appropriate to increase the monthly rate for solid waste collection services for commercial customers to reflect the ten percent (10%) increase over WCA billing.

NOW THEREFORE BE IT ENACTED BY THE HIGH SPRINGS CITY COMMISSION THAT:

SECTION ONE: COMMERCIAL GARBAGE AND REFUSE COLLECTION RATE SCHEDULE: **The following rate schedule shall be used to determine monthly garbage and refuse collection charges for commercial, business and multi-family establishments to reflect an increase equal to ten percent (10%) mark up from WCA billing to the City:**

"COMMERCIAL REFUSE COLLECTION RATE SCHEDULE FOR BUSINESSES, APARTMENTS AND MULTI-FAMILY RESIDENCES

(a) AUTOMATED TRASH BIN PICK-UP SERVICE (96-Gallon):

(1) Single Licensed Business:

COLLECTIONS / WEEK	MIN. MONTHLY CHARGE
ONE (1)	$ 27.23
TWO (2)	$ 33.28

(2) Multiple Licensed Businesses, Apartments and Multi-'Family Residences:

COLLECTIONS / WEEK	NO. OF USERS	MIN. MONTHLY CHARGE
ONE (1)	Two (2)*	$ 30.69*

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

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

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

CITY OF HIGH SPRINGS, FLORIDA

_____
Byran Williams, Mayor

ATTEST:

_____
Jenny L. Parham, City Clerk

(Municipal Seal)

APPROVED AS TO FORM AND LEGALITY:

_____
S. Scott Walker, City Attorney

TWO (2)	Two (2)*	$ 40.70*

*Six Dollars ($6.00) shall be collected, in addition to said "Min. Monthly Charge" for each additional user over two (2) users.

(b) CONTAINERIZED/DUMPSTER PICK-UP SERVICE:

The monthly container and collection charges for all licensed Businesses, Apartments and Multi-Family Dwelling Establishments shall be as follows:

CONTAINER	COLLECTIONS / WEEK	MIN. MONTHLY CHARGE
2 YARD	ONE (1)	$ 61.67
	TWO (2)	$ 113.91
	THREE(3)	$ 166.14
RECYCLE		**$**
4 YARD	ONE (1)	$ 100.38
	TWO (2)	$ 188.88
RECYCLE		$ 73.59
6 YARD	ONE (1)	$ 140.67
	TWO (2)	$ 265.49
	THREE(3)	$ 390.36
RECYCLE		**$** 79.48
8 YARD	ONE (1)	$ 178.90
	TWO (2)	$ 340.11
	THREE(3)	$ 501.25
RECYCLE		**$** 87.18
10 YARD **RECYCLE**		**$** 110.45

SECTION TWO: This increase in rates excludes hand pick-up for commercial customers, and all single family residential garbage and refuse collections.

SECTION THREE: **Conflict.** Any part of any Resolution previously adopted that is in conflict with the provisions of this Resolution is hereby repealed.

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

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUSR0000SEHG
Seasonally Adjusted
Area: U.S. city average
Item: Water and sewer and trash collection services
Base Period: DECEMBER 1997=100
Years: 2015 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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2016	218.255	218.497	219.310	220.468								

Rates for 2016/2017

Series ID CUSR0000SEHG		CPI	Adjusted CPI (70%)	Current Rate		New Rate
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FY 16/17 Commercial Rates

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6	$100.58	$201.15	$301.73	$402.32	$502.90	$604.52
8	$170.59	$238.87	$357.26	$476.70	$596.14	$715.58

FY 16/17 Commercial Cart Services

1. Garbage & Trash Once/Week $19.29 Monthly Cost per Cart
2. Garbage & Trash Twice/Week` $24.68 Monthly Cost per Cart

4yd recycle 73.59
6yd recycle 79.48
8yd recycle 87.18

1-800-535-9533
WWW.WCAMERICA.COM

RE: FY 16/17 CPI Cost Adjustment

Skip McCall <smccall@wcamerica.com>

Wed 6/15/2016 9:11 AM

To:Jennifer Stull <jstull@highsprings.us>;

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

Hi Jennifer, the new rates for recycling containers are as follows:

2 yard 1X per week - $62.40
6 yard 1X per week - $69.56
8 yard 1X per week - $76.73

6 yard 2X per week - $114.48
8 yard 2X per week - $148.34
8 yard 3X per week - $151.40

There are no 4 yard containers for recycle.

Skip L. McCall
North Florida Municipal Marketing Manager | WCA
5002 SW 41st Blvd. Gainesville, FL 32608
t: 800-535-9533 | c: 352-267-9641
smccall@wcamerica.com | | www.wcawaste.com

From: Jennifer Stull [mailto:jstull@highsprings.us]
Sent: Wednesday, June 15, 2016 8:20 AM
To: Skip McCall
Cc: Jenny Parham
Subject: Re: FY 16/17 CPI Cost Adjustment

Skip

I am still reviewing the rates, I don't see the recycle rates for 2, 4 and 6 yd recycle, could you get me these new rates, thanks.

Jennifer Stull
Finance Director
City of High Springs
110 NW 1st Avenue

RESOLUTION 2016-N

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING THE CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE CONSTRUCTION AND MAINTENANCE AGREEMENT; AND PROVIDING THAT THE CITY OF HIGH SPRINGS ACCEPT THE RESPONSIBILITIES OUTLINED IN THE ATTACHED AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) is constructing a transportation safety project located within the City of High Springs in the following location:

(1) NW 202nd Street beginning approximately 500 feet north of State Road 20, and extending to State Road 20 right of way; and

WHEREAS, the City Commission has determined it is in the City's best interests to authorize City of High Springs staff and officials to execute the Construction and Maintenance Agreement, an unexecuted copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the City Commission has determined that the responsibilities of the City of High Springs articulated in the above mentioned agreement are acceptable, including responsibility to own, operate, maintain, and repair the improvement upon completion of the construction;

WHEREAS, the City Commission has determined it is in the best interests of the City of High Springs to execute this agreement.

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

SECTION ONE: City of High Springs staff and officials are hereby authorized to execute the attached Construction and Maintenance Agreement, **Exhibit A** with FDOT.

SECTION TWO: The City of High Springs will accept and adhere to the responsibilities concerning the City of High Springs outlined in the attached Construction and Maintenance Agreement.

SECTION THREE: If any word, phrase, clause, paragraph, section or provision of this Resolution or the application hereof to any person or circumstances is held invalid or

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JIM BOXOLD
SECRETARY

June 16, 2016

Mr. Edwin Booth
City Manager
110 N.W. First Avenue
High Springs, FL 32643

Subject: CONSTRUCTION & MAINTENANCE AGREEMENT
District Two Safety Intersection Implementation Plan
Financial Project ID: 433519-2-52-01
Federal Project No.: 8886-506-A

Dear Mr. Booth:

Enclosed are two (2) copies of the Construction & Maintenance Agreement for the subject project. Your assistance is requested to secure execution by the City of High Springs.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, please contact Jeff Scott at 1-800-749-2967, Extension 5644.

Sincerely,

Kim Evans for

Wm. David Cerlanek, P.E.
District Two Program Administration Engineer

WDC:dj
Enclosures

CC: Mr. Steve Scanlan, P.E., Gainesville Maintenance Engineer
Mr. Jeff Scott, P.E., Project Manager
Ms. Becky Williams, Program Management

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of High Springs, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located in the City of High Springs, Alachua County, Florida, owned by the Agency and more particularly described as various local roads, as identified in attached **Exhibit "A"** ; and

2. The Department is constructing a transportation safety project via Financial Project Number 433519-2-52-01 ("Project") in order to install numerous and varied safety features ("Safety Features"), a portion of which shall be installed on or within the Property; and

3. The Safety Features shall include, without limitation, all signage and pavement markings installed on or within the Property via the Project;

4. For purposes of this Agreement, the term "Improvement" means and shall collectively refer to the installation of the Safety Features on or within the Property in the following locations: (1) NW 202nd Street beginning approximately 500 feet north of State Road 20 ("SR 20") and extending to the SR 20 right of way; all of which is more particularly shown in attached **Exhibit "B"**; and

5. The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

6. The Department shall construct the Improvement on the Property; and

7. A date for the commencement of construction of the Improvement has not been established; and

8. Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments including, without limitation, any utilities located on or within the Property; and

9. Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

10. By Resolution _____ dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "C"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS
This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM
The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY
The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

6. COMPLIANCE
The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS
In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PROJECT MANAGEMENT
A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

9. UTILITIES
The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain, and repair the Improvements and Safety Features at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local, Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

11. WARRANTIES

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

12. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

13. PAYMENT

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

14. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).

16. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Steve Scanlan, P.E.
Gainesville Maintenance Engineer
5301 NE 39th Ave
Gainesville, Florida 32609

Agency: City of High Springs
Attention: City Manager
110 N.W. First Avenue
High Springs, Florida 32643

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement,

with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT
Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT
This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS
The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION
By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER
The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION
No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS
Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE
If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME
In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

> "The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of ten (10) pages.

Florida Department of Transportation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

City of High Springs

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

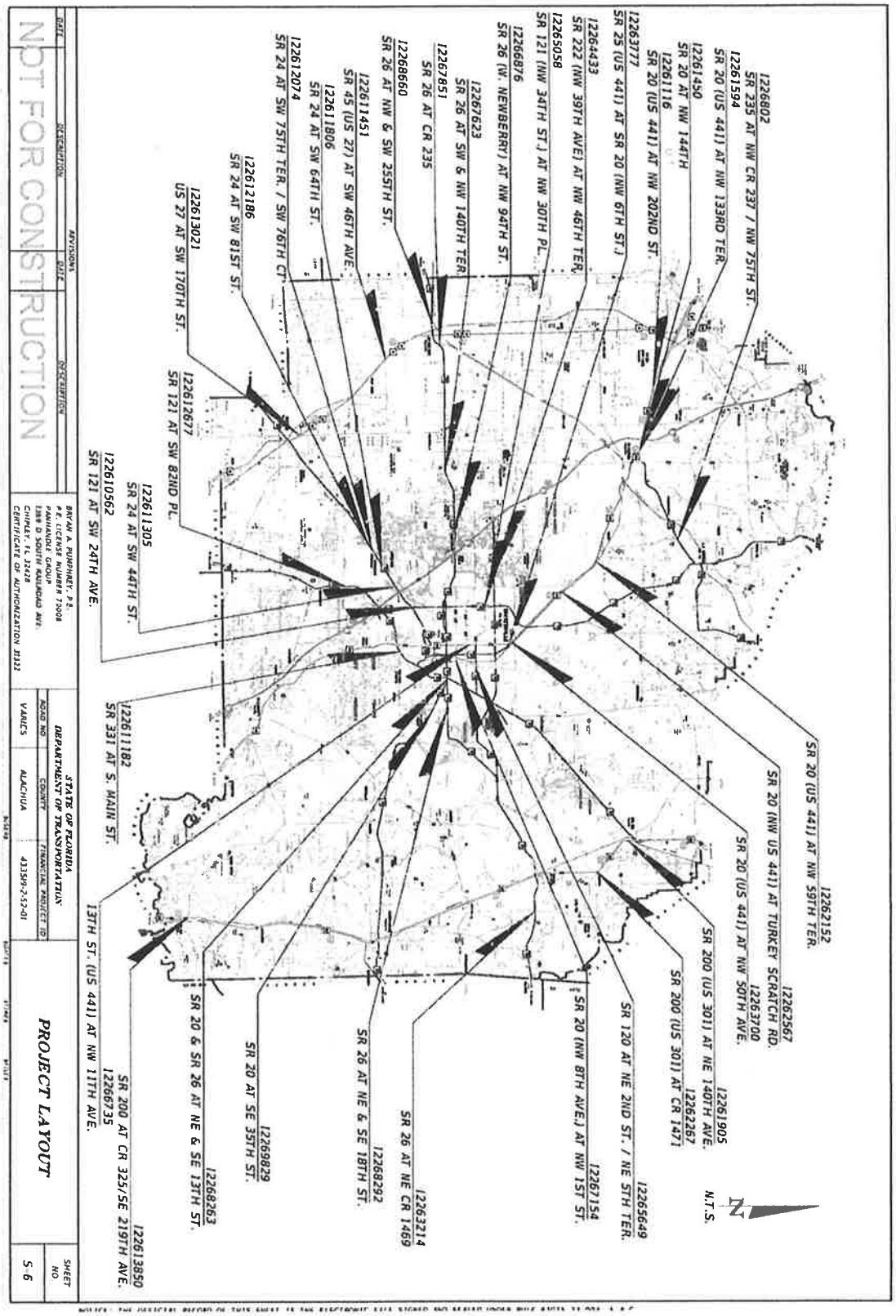
Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

INTENTIONALLY LEFT BLANK

EXHIBIT "A"


12262152
SR 20 (US 441) AT NW 59TH TER.
12262567
SR 20 (NW US 441) AT TURKEY SCRATCH RD.
12263700
SR 20 (US 441) AT NW 50TH AVE.
12261905
SR 200 (US 301) AT NE 140TH AVE.
12262267
SR 200 (US 301) AT CR 1471
12265649
SR 120 AT NE 2ND ST. / NE 5TH TER.
12267154
SR 20 (NW 8TH AVE.) AT NW 1ST ST.
12263214
SR 26 AT NE CR 1469
12268292
SR 26 AT NE & SE 18TH ST.
12269829
SR 20 AT SE 35TH ST.
12268263
SR 20 & SR 26 AT NE & SE 13TH ST.
12613850
SR 200 AT CR 325/SE 219TH AVE.
12266735
13TH ST. (US 441) AT NW 11TH AVE.
12611182
SR 331 AT S. MAIN ST.
12610562
SR 121 AT SW 24TH AVE.
12611305
SR 24 AT SW 44TH ST.
12612677
SR 121 AT SW 82ND PL.
12613021
US 27 AT SW 170TH ST.
12612186
SR 24 AT SW 81ST ST.
12612074
SR 24 AT SW 75TH TER. / SW 76TH CT.
12611806
SR 24 AT SW 64TH ST.
12611451
SR 45 (US 27) AT SW 46TH AVE.
12268660
SR 26 AT NW & SW 255TH ST.
12267851
SR 26 AT CR 235
12267623
SR 26 AT SW & NW 140TH TER.
12266876
SR 26 (W. NEWBERRY) AT NW 94TH ST.
12265058
SR 121 (NW 34TH ST.) AT NW 30TH PL.
12264433
SR 222 (NW 39TH AVE) AT NW 46TH TER.
12263777
SR 25 (US 441) AT SR 20 (NW 6TH ST.)
12261116
SR 20 (US 441) AT NW 202ND ST.
12261450
SR 20 AT NW 144TH
12261594
SR 20 (US 441) AT NW 133RD TER.
12262802
SR 235 AT NW CR 237 / NW 75TH ST.
N.T.S.
NOT FOR CONSTRUCTION
DATE
DESCRIPTION
REVISIONS
DATE
DESCRIPTION
BRYAN A. PUNPHREY, P.E.
P.E. LICENSE NUMBER 73008
PANHANDLE GROUP
1300 D SOUTH RAILROAD AVE.
CHIPLEY, FL 32428
CERTIFICATE OF AUTHORIZATION 31122
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
ROAD NO
COUNTY
FINANCIAL PROJECT ID
VARIES
ALACHUA
433519-2-52-01
PROJECT LAYOUT
SHEET NO
5-6

Financial Project Id. No. 433519-2-52-01
Federal Id. No. 8886-506-A
Project Description District Two Safety Intersection Implementation Plan
Off System Department Construct Agency Maintain

EXHIBIT "B"

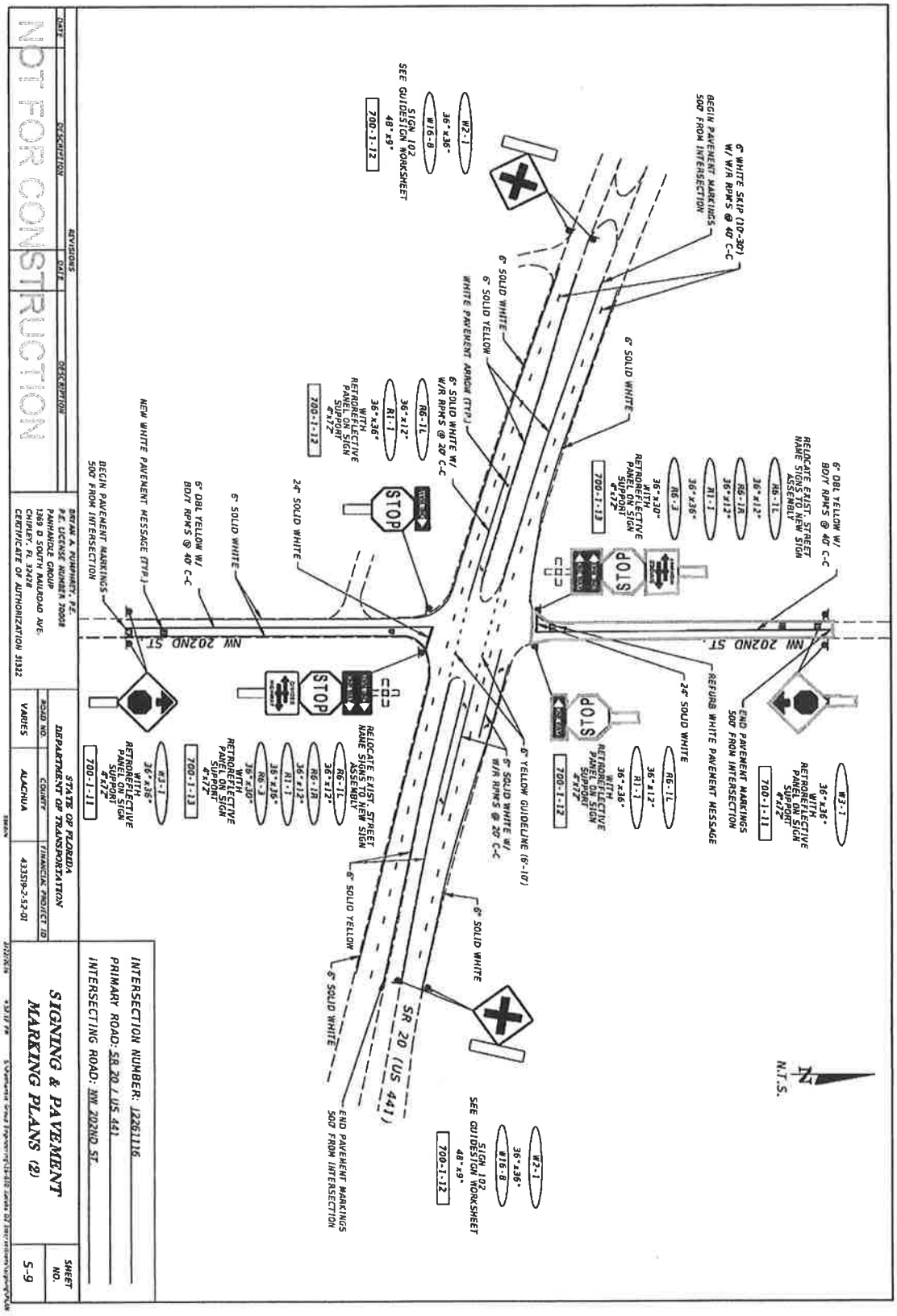


EXHIBIT "C"

(RESOLUTION)

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: **July 14, 2016**

SUBJECT: **City Buildings used by others**

AGENDA SECTION: **NEW**

DEPARTMENT: **CITY MANAGER**

PREPARED BY: **FINANCE DIRECTOR**

RECOMMENDED ACTION: **APPROVE**

COST:

Summary

Each City building agreement is set up differently we would like to have a standard agreement for all buildings.

ATTACHMENTS: **Spreadsheet of all buildings with the City and Tenant financial responsibilities**

REVIEWED BY CITY MANAGER: _____

City Buildings used by others

	City Utilities	Electric	Rent	Property Ins
Building #1	City	City	Tenant	City
Building #2	City	City	No Rent Rec'd	City
Building #3	City	City	No Rent Rec'd	City
Building #4	Tenant	Tenant	Tenant-$1/year	City

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: **7/14/16**

SUBJECT: **City of High Springs & Alachua County Interlocal Agreement regarding High Springs CRA Extension**

AGENDA SECTION: **New Business**
DEPARTMENT: **CRA**

PREPARED BY: **Amanda Rodriguez**

RECOMMENDED ACTION: **Approve**

Summary

ATTACHMENT:

REVIEWED BY CITY MANAGER:_____

INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND CITY OF HIGH SPRINGS

This Interlocal Agreement (hereinafter "Agreement") by and between Alachua County, a charter county and political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter "County"), and the City of High Springs, a XXXXXX, (hereinafter "City"), is made and entered into on the _____ day of _____ 2016, and shall be effective on the date of execution.

WHEREAS, Chapter 163, Florida Statutes, authorizes public agencies to enter agreements to provide services and to exercise jointly any power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, on December 11, 1986, the City passed Resolution 86-K in which it found and determined that certain areas of the City met the definition of "blight" in the Community Redevelopment Act of 1969; and

WHEREAS, on December 18, 1986, the City adopted a redevelopment plan with a 30 year term for the area identified in Resolution 86-K and designated the City Commission as the Community Redevelopment Agency; and

WHEREAS, the City Community Redevelopment Agency has operated since 1986, during which time it received tax increment annually from the County; and

WHEREAS, the City failed to provide for deposit of the City's tax increment into the City CRA trust fund during the years XXXX-XXXX and XXXX-XXXX, as it was obliged to do by Sec. 163.387, Fla. Stat.; and

WHEREAS, the Parties agree that a court would have to determine what the consequences would be of the City failing to deposit the City's tax increment into the City CRA trust fund; and

WHEREAS, in 1986 (the year of the creation of the City Community Redevelopment Agency), Sec. 163.387, Fla. Stat. (1986) read, in part, that "No community redevelopment agency may receive or spend any increment revenues pursuant to this section unless and until the governing body has, by ordinance, provided for the funding of the redevelopment trust fund for the duration of a community redevelopment plan;" and

WHEREAS, there is no evidence that the City of High Springs adopted an ordinance to provide for the funding of a redevelopment trust fund, as required by statute, until XXXXX XX, 2016, when the City of High Springs adopted Ordinance XX-XX, providing for the funding a redevelopment trust fund; and

WHEREAS, the Parties agree that a court would have to determine what the consequences would be of the City CRA receiving and spending tax increment funds without the City first adopting an ordinance to provide for the funding of a trust fund; and

WHEREAS, the City of High Springs Community Redevelopment Agency is scheduled to expire in 2016, after 30 years of operation; and

WHEREAS, the City and its Community Redevelopment Agency wish to extend the term of the High Springs Community Redevelopment Plan, thereby obligating the County to deposit tax increment into the newly-established City CRA trust fund; and

WHEREAS, in the face of the uncertainty and risk in litigating the issues, the Parties enter into this Agreement to resolve the terms by which the County will acquiesce to the City extending its Community Redevelopment Plan; and

NOW, THEREFORE, in consideration of the mutual covenants declared herein and other good and valuable consideration each Party agrees as follows:

Section 1. Intent of Parties.

It is the intent of the Parties that, upon completion of the terms and obligations of this Agreement, all issues related to the City's past failure to deposit tax increment into the City CRA trust fund and to the existence or non-existence of an ordinance providing for the funding of a redevelopment trust fund shall be settled.

Section 2. Term of Agreement.

The Parties agree that:

1) The City may extend its CRA for a term of 15 years. The City may choose to further extend its CRA for an additional term of 15 years if the City first obtains affirmative approval of the additional term extension from the County.
2) For purposes of calculating the tax increment to be deposited into the City CRA trust fund pursuant to Sec. 163.387(1)(a), Fla. Stat., the date of "most recent assessment roll used in connection with the taxation of such property by each taxing authority prior to the effective date of the ordinance providing for the funding of the trust fund" shall be 1986.
3) The County delegates to the City all the powers for redevelopment in the Community Redevelopment Act of 1969, as it appears on the date of execution of this Agreement, except those which are inconsistent with this Agreement.

Section 3. City's Obligations.

The City agrees to the following.

1) The City shall deposit into the City CRA trust fund at the tax increment at the rate of the City's millage in that year, unless otherwise provided by this Agreement.
2) Over the period of the first 5 years of the extended term of the CRA (2016-17 though 2021-22) (herein, "Replacement Period"), the City shall repay the City CRA trust fund in equal amounts annually for funds not paid during the years (XXXX-XXXX and XXXX-XXXX), totaling $XXX,XXX. The City pledges XXXXX to secure its repaying into the trust fund.
3) During the Replacement Period, the City shall not sell bonds secured with the CRA trust fund, obtain financing secured with the trust fund, or otherwise leverage the current or anticipated funds in the trust fund.
4) Following the Replacement Period, the City may sell bonds and execute notes and other forms of indebtedness, as well as collateral documents, to finance capital improvements deemed necessary by the City for the CRA. However, County approval as to amount, duration and purpose of such bonds, notes or other indebtedness, included advances pledging or obligating tax increment revenues, must be obtained prior to issuance of any such bond, note or other form of indebtedness including advances pledging or obligating tax increment revenues.
5) The City shall provide any amendments to the Redevelopment Plan to the County for review and shall obtain County approval prior to adopting an amended plan.
6) The City shall abide by all provisions of the Community Redevelopment Act of 1969 (currently codified as Florida Statutes, Title IX, Chapter 163, Part III) and any implementing regulation, or its successor statutes or regulations, as amended from time to time, so long as those provisions are not inconsistent with this Agreement.

Section 4. County's Obligations.

The County agrees to the following.

1) The County shall deposit into the City CRA trust fund at the tax increment at the rate of the City's millage in that year, unless otherwise provided by this Agreement.

2) The County shall abide by all provisions of the Community Redevelopment Act of 1969 (currently codified as Florida Statutes, Title IX, Chapter 163, Part III) and any implementing regulation, or its successor statutes or regulations, as amended from time to time, so long as those provisions are not inconsistent with this Agreement.

Section 5. Premature Ending of CRA.

The CRA shall be prematurely ended and the County shall be relieved of any obligation under this Agreement if any of the following occur:

1) The City fails to make any payment (annual or repayment); or
2) If all major objections are met as established by Attachment A.

The City shall be given an opportunity to correct, pursuant to Section 7. of this Agreement, prior to the premature ending of the CRA.

Section 6. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Section 7. Default and Termination. This Agreement shall be effective on the effective date above and remain in effect until terminated as follows:

A. If either party fails to fulfill its obligations under this Agreement in a timely and satisfactory manner, or if either party breaches any of the provisions, covenants, or stipulations under this Agreement, the other party may give a written notice to the party in default stating the failure or breach and provide a reasonable time period for correction of same. In the event the correction is not made in the allotted time, the Administrating Officials of each party, or their designee, shall meet to resolve the dispute.
B. This Agreement shall remain in full force and effect for the entire duration of the term of the Agreement. The remedy upon breach of this Agreement is premature ending of the CRA, specific performance by the breaching party and all other remedies available at law or equity.

Section 8. Insurance and Indemnification. The City hereby assumes responsibility for, and hereby agrees to indemnify and hold the County harmless from any and all liability, claims, or damages imposed on the County up to the monetary limits provided in Section 768.28, Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the City, its CRA and its agents or employees relating to the responsibilities of the City under this Agreement.

Section 9. Liability. Each party shall be solely responsible for the negligent acts or omissions of its employees, volunteers, and agents which in any way relate to or arise out of this Agreement. Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or constitute a waiver by either party of its sovereign immunity or

provisions of Section 768.28, Florida Statutes. This Agreement does not create any relationship with, or any rights in favor of any third party.

Section 10. Filing of Agreement. The County, upon execution of this Agreement, shall file the same with the Clerk of the Circuit Court in the Official Records of Alachua County, as required by Section 163.01(11), Florida Statutes.

Section 11. Project Records. In the event this Agreement is terminated, the City shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County copies of all public records regarding the subject of this Agreement which are in the possession of the City upon request by the County. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.

Section 12. Applicable Law. The laws of the State of Florida shall govern this Agreement; venue is Alachua County, Florida.

Section 13. Notices. Except as otherwise provided herein, any notice, acceptance, request, or approval from either Party to the other Party shall be in writing and, sent by certified mail, return receipt requested, and shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery. The County's representative and the Authority's representative are:

COUNTY
County Manager
Alachua County, Florida
PO Box 2877
Gainesville, FL 32602-2877

With a copy to:
Clerk of the Court
PO Box 939
Gainesville, FL 32602
Attn: Finance and Accounting

and

Office of Management and Budget
105 SE 1st Avenue, Suite 6
Gainesville, Florida 32601
Attn: Contracts

CITY
City Manager
City of High Springs, Florida

XXXX
High Springs, Florida XXXXX

With a copy to:
?

Section 14. Non-Waiver. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this Agreement.

Section 15. Amendment. The Parties may amend this Agreement only by a mutual written agreement.

Section 16. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable the other provisions shall not be affected but shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

ALACHUA COUNTY, FLORIDA

By: _____
Chairman
Board of County Commissioners

(SEAL)
ATTEST

_____
Alachua County Clerk

APPROVED AS TO FORM

_____
Alachua County Attorney

HIGH SPRINGS, FLORIDA

By: _____
Chairman
City Commission

(SEAL)
ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
City of High Springs Attorney

110 NW First Avenue
High Springs, Florida 32643

Telephone: (386) 292-3921
Facsimile: (386) 454-2126
Web: www.highsprings.us

Community Redevelopment Agency

2017-2022 Identified Possible Goals and Capital Improvement Projects

Objective – Commercial Activity and Economic Development

Activity/ Project	Estimated Cost
1. Increased Business Mentoring Services	$0, Partner with SCORE and Chamber
2. Increased business participation and promotion during events.	$200/ year for flyers, brochures, etc.
3. Decrease cost of doing business in CRA	$0, Work with PDC and other agencies
4. Targeted new businesses	$1,000/ year for travel and marketing materials
5. Streamline permit process/ provide timeline and steps needed to open a business in the CRA	$0, Work with PDC
6. Additional/ new signage	$100 - $3,000 per sign depending on size and material
7. Business Incubation	$0, Work with SCORE and Chamber. Provide public meeting space.
8. Fill vacant businesses	$0 - $1,000/ year for travel and marketing materials
9. Blight remediation through façade grants	Currently, $60,000 but recommend lowering the per year to $30,000 - $40,000.

Objective – Public Infrastructure and Parks

Activity/ Project	Estimated Cost
1. New Lighted Gazebo/ Bandshell by Old Christmas Tree	$50,000 - $100,000. Recommend utilizing farmers market pavilion

2. Additional Public Restrooms/ Renovation of Existing Restrooms	Renovation, $15,000; New Public Restrooms, $50,000. May qualify for FRDAP
3. CRA-wide Broadband	$0, Indirect costs may include travel, marketing, etc.
4. Designated Motorhome Parking	$500 -$1,000 for signage
5. Develop Master Plan for Downtown Linear Park/ Rails to Trails	$5,000, May qualify for FRDAP Grant
6. Rails to Trails	$23/ Linear FT. $25,000 - $50,000. Additional $1,000/ year for maintenance. May qualify for FRDAP Grant
7. Improvements to James Paul Park	$50,000. May qualify for FRDAP Grant
8. Improve Sidewalks (Both in Residential and Commercial Areas)	$112,000 is designated for the project. An additional $300,000 - $500,000 for all sidewalks.
9. Dog Park	$50,000. May qualify for FRDAP
10. Increase Public Parking	$54,000 is designated for parking at Farmer's Market Pavilion. Additional $50,000 to complete parking area on SE Railroad Avenue.
11. Old School Renovation Phase 2	$1,000,000. May qualify for additional state and local grants.
12. New Civic Center	$2,500,000. May qualify for additional state and local grants
13. Water Pipes	$25/ Linear Foot. Matching grant for CRA businesses. $10,000/ year could provide match for up to 800 Linear FT.

Objective – Housing

Activity/ Project	**Estimated Cost**
1. Residential Facade Grants	Include with the Commercial Façade Grants for a total of $30,000 - $40,000/ year.
2. Changes in repayment for façade grants if owner sells the property.	Currently for residential properties, the prorated repayment period is 2 years. $0
3. Increased Rental Units for Low to Moderate	CRA does not currently own any property. No direct costs to CRA except perhaps travel and

Incomes	marketing materials.

Objective – Visual Environment

Activity/ Project	Estimated Cost
1. Increased funding for a cleaner District	$14,000 for additional .5 maintenance staff
2. Increased number of planters	$100/ New Planter. Currently, $500/ year for flowers. Increase to $1,000 for additional flowers.
3. Decision and funding of the Downtown Clock	City Seals. $380
4. New signage for city and community buildings	$100 - $3,000 depending on size and material
5. Painted curbs	$500/ year for paint
6. Public/ Private Partnership to maintain flower pots and flowers	$0
7. Public/ Private Partnership to maintain appearance of downtown	$0
8. Stand-alone maps	$2,000 per map

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

Activity/ Project	Estimated Cost
1. CRA Sponsored Events	Current annual sponsored event is Music in the Park for $2,500. Growth of Folk in the Springs would need additional funding of $10,000. Private and corporate sponsorship would offset expenses
2. Social Media Marketing of Events	$100/ year
3. New CRA website	$1,200/ year
4. Rebranding of CRA and District	$5,000
5. Brochures	$100/ year
6. Magazine Advertising	$3,000 - $5,000/ year
7. Walking Maps	$500/ year

8. Diversification	$0
9. State, Federal, Foundation Grants	$0
10. Increased collaboration with Visit Gainesville	$0
11. Marketing workshops for businesses	$100/ year for materials. Partner with SCORE and Chamber

Objective – Sense of Community, Safety, and Security

Activity/ Project	**Estimated Cost**
1. Matching Grants for firewalls, sprinkler systems, and other fire suppression systems	Up to $5/ square foot to match. $25,000/ year could support 5,000 sq. ft.
1. ADA compliance in downtown	$0 for enforcement. Average cost to retrofit a restroom is between $5,000 - $10,000. $20,000/ year could provide match for up to 8 restrooms.
1. Distribution of Safety Information	Depends on distribution method. May not have any direct costs to the CRA
2. Painted curbs	$500/ year for paint
1. Increased community policing during special events	$37/ hour per officer. Folk in the Springs – 6 hours. Pioneer Days – 10 hours, Christmas Parade – 2 hours. 18 hours total = $700. However, Pioneer Days and Christmas Parade are Chamber Events that charge. As such, the chamber has the ability to pay for the officers.
2. Safety Programming	$500/ year for supplies

Total Ongoing Cost per year if fully funded = $164,450, Total ongoing cost for five years if fully funded = $822,250

Total One Time Capital Cost if fully funded = $4,337,940

Total Ongoing and Capital five year cost if fully funded = $5,160,190

Estimated total five year revenue from TIF and City of High Springs is $949,782 - $1,016,863. Does not include possible grants.

Capital Improvement Projects and Ongoing Programs specifically identified in the CRA Plan

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

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: **July 17, 2016**

SUBJECT: **Concerns Reference Possible I-75 Relief Corridor**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Resolution Supporting Alachua County Recommendations Reference the I-75 Relief Study**

Summary

ATTACHMENTS: **Letter from Alachua County to I-75 Relief Task Force**

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: **July 14, 2016**

SUBJECT: **Reducing Speed on W US 27**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Request DOT to reduce speed coming through town on W US 27**

Summary

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: **JULY 14, 2016**

SUBJECT: **CONSIDER APPOINTING KRISTIN RUBIN TO THE VACANT CODE BOARD POSITION.**

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT: **CITY CLERK**

PREPARED BY: **JENNY L. PARHAM**

RECOMMENDED ACTION:

Summary

THE CODE BOARD CURRENTLY HAS ONE VACANT POSITION. KRISTIN RUBIN HAS SUBMITTED AN APPLICATION FOR THE POSITION.

ATTACHMENTS: **APPLICATION**

REVIEWED BY CITY MANAGER: _____

RECEIVED
JUN 29 2016
BY:

CITY OF HIGH SPRINGS
BIOGRAPHICAL RESUME

Application for appointment to CODE ENFORCEMENT (ALTERNATE)
Board or Committee

NAME KRISTIN A RUBIN
First MI Last

ADDRESS 26280 NW 206 PL (32643)
(Must be a resident of the City of High Springs)

CITY HIGH SPRINGS, FL ZIP 32643

EMAIL ADDRESS: rubinka2591@gmail.com

TELEPHONE: ~~HOME~~ CELL 3055823809 ~~WORK~~

AGE: 18-35____ 36-50____ 50-65 64 65 AND OVER____

OCCUPATION RETIRED

PLACE OF EMPLOYMENT

EDUCATION HIGH SCHOOL, SOME COLLEGE

LIFE (WORK) EXPERIENCE 7th ATT/DEPUTY CLERK MIAMI-DADE & ALACHUA

How long have you been a resident of High Springs? 6 yrs

Raised $$ Built Houses (3)

Civic and professional accomplishments or honors 2 yrs PTA PRES/ STEERING COMM: WOMEN BUILD for ALACHUA HABITAT FOR HUMANITY; X MASTER GARDENER - ALACHUA

Membership in organizations or societies (include participation in previous boards and committees) Supervisor of Elections Clerk for precincts 23, 51, 60, 32 & assist Clerk for 20

What contributions do you feel you could make if you were selected to this Board?
As a concerned citizen with energy, a good sense of humor, & and a willingness to work as a team I would be a a positive force.

Some of the boards and committees appointed by the City Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. According to the State of Florida, Commission on Ethics, person appointed to this board/committee will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? Yes ✓ No _____. If you have any questions about this law, please call City Hall at (386) 454-1416, Option 6.

Kristin A Rubin
June 28, 2016

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: **July 14, 2016**

SUBJECT: **Memorial Garden Request**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Approval to Establish a Memorial Garden in front of the Fire Department**

Summary

A request has been made by Leda Carrera to establish a Memorial Garden in front of the Fire Department. This would include moving the current memorial next to City Hall across the street, installing brick pavers, and one to three flag poles as depicted in the attached drawing. Funds for establishing the memorial will be obtained through donations.

ATTACHMENTS: **Drawing of proposed Memorial Garden**

REVIEWED BY CITY MANAGER:_____

Commission Agenda Item Request Form

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MEETING DATE: **July 14, 2016**

SUBJECT: **9-11 Rededication Ceremony**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Approve 9-11 Rededication Ceremony**

Summary

A 9-11 Rededication Ceremony is requested by Leda Carrera to remember those that perished 15 years ago on September 11th.

ATTACHMENTS:

REVIEWED BY CITY MANAGER:_____