23718 W US HWY 27
High Springs, Florida 32643

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CITY COMMISSION MEETING
AGENDA
City Hall
23718 WEST US HWY 27

AUGUST 11, 2016 **6:30 PM**

CALL TO ORDER:	VICE MAYOR GLORIA JAMES
INVOCATION:	PASTOR TIM SPIVEY, HIGH SPRINGS CHURCH OF CHRIST
PLEDGE OF ALLEGIANCE:	MAYOR BYRAN D. WILLIAMS
ROLL CALL:	JENNY L. PARHAM, CITY CLERK
APPROVAL OF AGENDA	
APPROVAL OF MINUTES:	JULY 12, 2016 COMMISSION WORKSHOP

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

NEW BUSINESS

1. **PRESENTATION BY MR. BOOTH AND TIM NORMAN OF MITTAUER & ASSOCIATES ON THE SEWER.**

2. **PRESENTATION OF US HWY 27 TRAFFIC STUDY** CONDUCTED BY THE HIGH SPRINGS POLICE DEPARTMENT.

3. **CONSIDER RESOLUTION 2106-R,** A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF HIGH SPRINGS, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING FIRE SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF HIGH SPRINGS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

4. **DISCUSS AND CONSIDER PRO-RATING FIRE ASSESSMENT.**

5. **CONSIDER APPROVAL OF ARCHITECTURAL AND ENGINEERING SERVICES WITH BRAME HECK ARCHITECTS, INC. FOR THE FARMER'S MARKET PAVILION.**

6. **REVIEW AND DISCUSSION ON THE ANNUAL FARMER'S MARKET REPORT.**

7. **CONSIDER APPROVAL OF AMENDED EMPLOYMENT AGREEMENT WITH CITY MANAGER ED BOOTH.**

8. **DISCUSSION AND DIRECTION TO STAFF REGARDING INTERNET CAFES.**

9. **DISCUSS AND AUTHORIZE SUBMITTAL OF LETTER FROM ALACHUA COUNTY MUNICIPALITIES REQUESTING INFORMATION REGARDING THE ALACHUA COUNTY STORMWATER TREATMENT ORDINANCE.**

10. **CONSIDER RESOLUTION 2016-S,** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE TRAFFIC OPERATIONS SIGNAL MAINTENANCE AND COMPENSATION 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.

11. **CONSIDER RESOLUTION 2016-T,** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING AND AUTHORIZING THE CITY MANGER TO SUBMIT A GRANT APPLICATION WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR A PROJECT FOR PUBLIC RECREATIONAL PROJECT OF A WATER PARK; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

A) UPDATE ON FRDAP GRANT APPLICATION.

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
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CITY COMMISSION WORKSHOP
MINUTES
JULY 12, 2016

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

Invocation by Chief Joel Decoursey

Pledge of Allegiance.

Roll Call:

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

Staff Present:

Ed Booth, City Manager
Jenny L. Parham, City Clerk
Joel Decoursey, Police Chief
Antoine Sheppard, Police Lt.
Jennifer Stull, Finance Director
David Benton, Public Works Director
Robert Basford, Recreation Director

PRESENTATION OF PROPOSED FY 16/17 BUDGETS FOR THE FOLLOWING DEPARTMENTS:

Mr. Booth gave a brief overview of the propped FY 16/17 Budget. Mr. Booth explained that their needs to be a resolution to increase the Solid Waste Fees for Commercial; we are currently paying more for Commercial Solid Waste pick-up then we charge the businesses.

Mr. Booth gives an overview of positions being added to this budget, as well as Capital Outlay items such as bunker gear and a bucket truck. He explained that in the budget there is a 3% increase for employees and $5,000.00 increase for Department Heads. He also advised that it contains an increase for the commission as well.

Mr. Booth speaks of an impact that is not included in the budget, as it is something we were made aware of today. We may have to add a Storm Water Budget if the County Commission passes the

ordinance on Storm Water Retention.

Discussion on the Storm Water Program being proposed by the County.

Commissioner Jamison asked how we are projecting the Revenues with this budget. Mr. Booth stated they did not increase the revenues from this year.

Mr. Booth advised that we did not include in the budget the possible SAFER Grant funds that we may receive for the Fire Department.

CITY COMMISSION

Mr. Booth advised this budget includes the Mayor being increased to $850 and Commissioners to $800.00. He added that there was a decrease in the insurance rates.

Commissioner Jamison asked what line item they use for advertising or donation. He would like a separate line item for something like that. He feels that it is separate than operating.

Consensus to drop Operating $1,000.00 and put a line item of $2,000.00 for Public Relations.

CITY MANAGER

Mr. Booth advised this pretty much remained the same. There is an increase in the salary for the City Manager of $5,000.00 and the Administrative Assistant position had to be increased to cover salary of the new staff person.

Commissioner Weller stated that the commission needs to decide before the budget is finalized what we are going to do with the City Manager. Commissioner Jamison stated we need to pad it a little bit so we are not having to take from somewhere else later.

Commissioner Weller stated that if you pad it then there is an expectation. She states that before the Budget is complete we need to have what we could negotiate for.

Consensus for Mayor to meet with Mr. Booth to discuss what we could negotiate for.

FINANCIAL SERVICES-ACCOUNTING

Mrs. Stull explained that there is a reduction in Regular Salaries as she mistakenly put the new position for the Utility Billing Specialist in Finance instead of Licensing and Billing where it should be.

CITY CLERK

Mr. Booth advised that there was an increase in regular salaries.

Commissioner Jamison asked what is the increase costs for Health Insurance. Mrs. Stull advised $50.00 per person per month.

Mr. Booth advised that the Capital Outlay is for a sound system for the commission room.

HUMAN RESOURCES

Mrs. Parham advised that the titles are incorrect they should be Personnel Director and Assistant Personnel Director, not City Clerk and Assistant City Clerk.

Commissioner Weller asked where the amount for doing a study for job descriptions is located. Mrs. Parham advised it is not in the budget this year. Commissioner Weller stated we need to have professional job descriptions. She states we need to have a line item for this. Commissioner Weller would like a company to come and do this.

Consensus to add a line item of $10,000.00 for job descriptions.

IT

Mrs. Stull stated we may be able to go to a set contract now that we are stable. Mr. Booth advised then we may need to go out for bid.

Mrs. Stull gave an overview of the Capital Outlay items for IT.

CITY ATTORNEY

Commissioner Weller stated the contract we are currently working, under their hourly rate can go up. She states that she would like to feel comfortable that this will not happen.

Discussion on non-routine legal fees.

Commissioner Weller asked where the deductible for claims against the insurance is located. Mrs. Stull advised there is $10,000.00, which is for one deductible.

Consensus is to increase the amount to $20,000.00.

PLANNING, DEVELOPMENT & CODES

Mr. Booth advised there will be an additional half time position that will assist with this department and then the half time for this person will be charged to the Fire Department and this person will work with both departments.

Mr. Booth advised that in the past we would fund part of this department with the General Fund. He states that now with the Maximus Study and the increase in building we are no longer funding any of this department from the General Fund.

LICENSING & BILLING

Mr. Booth advised that this budget has the new position of the Utility Billing Specialist.

Mrs. Stull advised that the Operating Supplies increased for postage, with the mailing of the larger bills.

PARKS & RECREATION

Mr. Booth advised that there is an increase for the Director. Mrs. Stull advised that the Public Works Secretary will also be working to help the Director with paperwork, so part of that salary comes from this department.

Mrs. Stull advised that there is an in increase insurance. She added that the insurance company came in and did a study and found that we had a lot of things under or not insured.

Commissioner Weller asked how this budget addresses the issues brought forward by the Parks and Recreation Board.

Commissioner Weller asked about the lights at the parks and the utility expenses. Mr. Booth advised that he does not completely believe we should leave the park lights on all the time. He states that they did increase some. He states if there is to be practices than the Director should have a schedule and have them on for those.

Mayor Williams stated the maintenance of the parks is ridiculous. He states that Walter Howard Park is neglected. He stated that the toys need pressure washing. Mr. Booth advised we have grants to improve.

Commissioner Jamison stated if we are going to provide the parks we need to make sure it is functioning, or shut it down. Mr. Booth stated that then we need to increase the maintenance.

Commissioner Weller advised that Civic Organizations are willing to help with those kind of things.

Ross Ambrose, Chair Parks and Recreation, states that in the five-year plan there is not staff time built in for staff to build guidelines for the Parks; such as how to become a coach and policies on this. He states that the Recreation Director advised that this is an exposure issue. He states that Parks and Recreation should not be a luxury. He speaks of the need to take care of our facilities.

Commissioner Jamison asked if we have done an inventory, that way we know what needs to be done and we can estimate a maintenance cost.

Mr. Booth advised that he and Mr. Benton, Public Works Director, will go around to the parks and assess them.

Commissioner Jamison asked if there is a way that once a month an employee can do a site assessment for the parks.

Robert Basford stated once he is certified he can check the playgrounds.

Commissioner Weller advised that just adds more to one person. She states she would like to see a budget come back with a part time person to assess the maintenance of the parks.

Mr. Booth advised that he and Mr. Benton will go around and see if the equipment may be unsafe.

Commissioner Jamison states he can get the check list they use at the School Board of Alachua County to make sure it is functional or if it needs to be cleaned.

Ross Ambrose stated that once you have a checklist, then when does it get the maintenance.

CIVIC CENTER

Mr. Booth advised that this budget has pretty much remained the same.

DAYCARE

Mr. Booth advise that this budget also pretty much remained the same.

Commissioner Weller asked if the fascia that was rotting has been repaired. Mr. Booth advised that he will check on this.

FARMER'S MARKET

Mr. Booth advised this is a pass through account.

POLICE

Mrs. Stull advised that they moved an officer position to a Sgt. Position. Mrs. Stull advised that the department has savings for this year and they will be paying off their car loans, so there is a reduction in the Debit Services.

Mr. Booth advised that there are some cars that need to be retired.

Mayor Williams asked what year is the oldest car we have. Chief Decoursey advised a 2003.

Mr. Booth advised that with the officers having take-home cares the officer do a better job maintaining them.

COMMUNICATIONS

Mr. Booth advised that the Contractual Services has reduced due to the calls being decreased. Mr. Booth advised the current administration has reduced the calls, as the officers are not required to call in every time they are getting in and out of the cars. Chief Decoursey states that they have limited the calls from officers, they are not required to call when on routine patrol, as in the past.

PUBLIC WORKS

FACILITIES

Mr. Booth advised that there is an increase in the salaries as in other departments.

CEMETARY

Mr. Booth advised that there is the 3% increase for the salaries. He states that we are possibly looking to put someone in this department fulltime to not only mow but also limb cutting and such.

ROADS & STREETS

Mr. Booth advised that there is increase in the salaries.

Commissioner Weller asked about the increase in contractual services. Mrs. Stull advised that it was not previously annualized, and now it is.

Commissioner Weller asked about Repair and Maintenance. Mr. Benton advised that this is for patching and millings for some side roads.

Mr. Booth advised that we will purchase a bucket truck out of this budget.

Mr. Benton advised that Road and Sidewalk Repair is for when a water line breaks and we have to repair sidewalks and for the purchasing of lime rock.

Commissioner James asked that in the contract for the Water Project are they responsible for the repair of the roads. Mr. Booth advised that they will repair. Mr. Benton advised it is one of the last things that they will do.

Motion Commissioner Jamison to adjourn.
Second Vice Mayor James.
Mayor Williams adjourned the meeting at 8:14p.m.

HIGH SPRINGS WATER AND SEWER COMPLETION PROJECT

DRAFT

The 2017 water and sewer completion project is a continuation of the 2008 sewer project. Because the 2008 sewer project was ended in 2013 with the completion of the tweener make up project, it became apparent that the High Springs sewer system was not funding itself. The solution is simple: raise the sewer rates as suggested by the Auditor General or expand the system. The 2008 bond indicated that the High Springs sewer system would be self-funding when there were 2200 housing units connected to the system. Because of improvements to the sewer plant, management changes to how grinder pumps are repaired and replaced, how the effluent is processed and changes in operation of the sewer and water utility has brought the number down to 2000 to make the sewer system self- sufficient.

One limiting factor to the expansion of the sewer system is the capacity of the sewer plant. With the inclusion of Camp Kul aqua at 20,100 Gallons per day plus the 100 homes built in the last year has reduced the sewer plant capacity to approximately 500 units. With sewer project B being funded with $3,300,000 from SRWMD will construct approximately 300 sewer units and 200 new housing units being built and connected to the sewer over the next 3 years the sewer plant capacity will be reached.

This plan assumes the cost of the phases will be paid by grants and impact fees. Although the cost of the sewer installing will be of no cost to the public, the individual unit will have to pay the impact fee of $2120.00. To reduce the impact on the homeowner the cost will be spread over 3 years.

The philosophy for applying for grants is to apply for the most concentrated housing areas with lot sizes of under ½ acres. Areas such as Tillman Acres would not qualify.

PHASE A

Camp Kul aqua

This is a fully funded project. SRWMD has provided $500,000 in grant funding.

This project runs from the Camp Kul aqua package sewer treatment to connect

to the City of High Springs sewer system. Project is approximately 1.5 miles in length and consists of 8" pips and 1 lift station. Expect this project to go out for bid in 90 days.

PHASE 1A

This is a fully funded project to place 14 grinder pumps in housing units that were overlooked in the previous projects. SRWMD is providing a grant for $144,000.

Expect this project to go out for bid in 90 days.

PHASE B

This is a fully funded project. SRWMD has provided $3,300,000 in grant funding.

This grant will provide city sewer to approximately 300 homes in the south part

Of the city.

PHASE C

This project has not been funded to date. This project is to provide wet lands in place of the

Sewer spray field. This project was recommended by SRWMD. Cost of the project has not been determined.

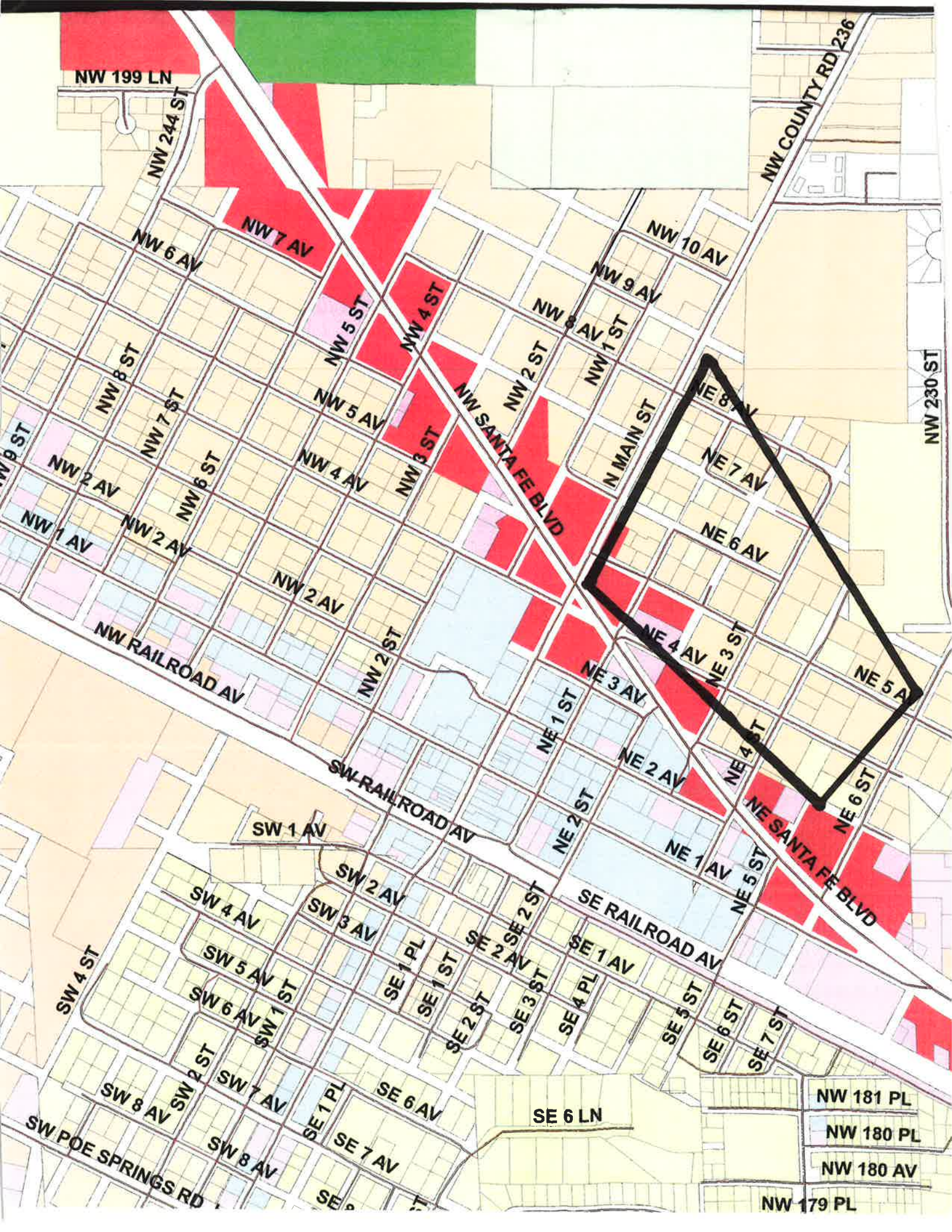
PHASE D

This project has not been funded to date. This project is to expand the existing sewer plant to 750,000 MGPD. The current plant is 250,000 MGPD. Estimated cost

Is approximately $3,000,000.

PHASE E

This project has not been funded to date. This project is to connect 200 homes into the High Springs sewer system.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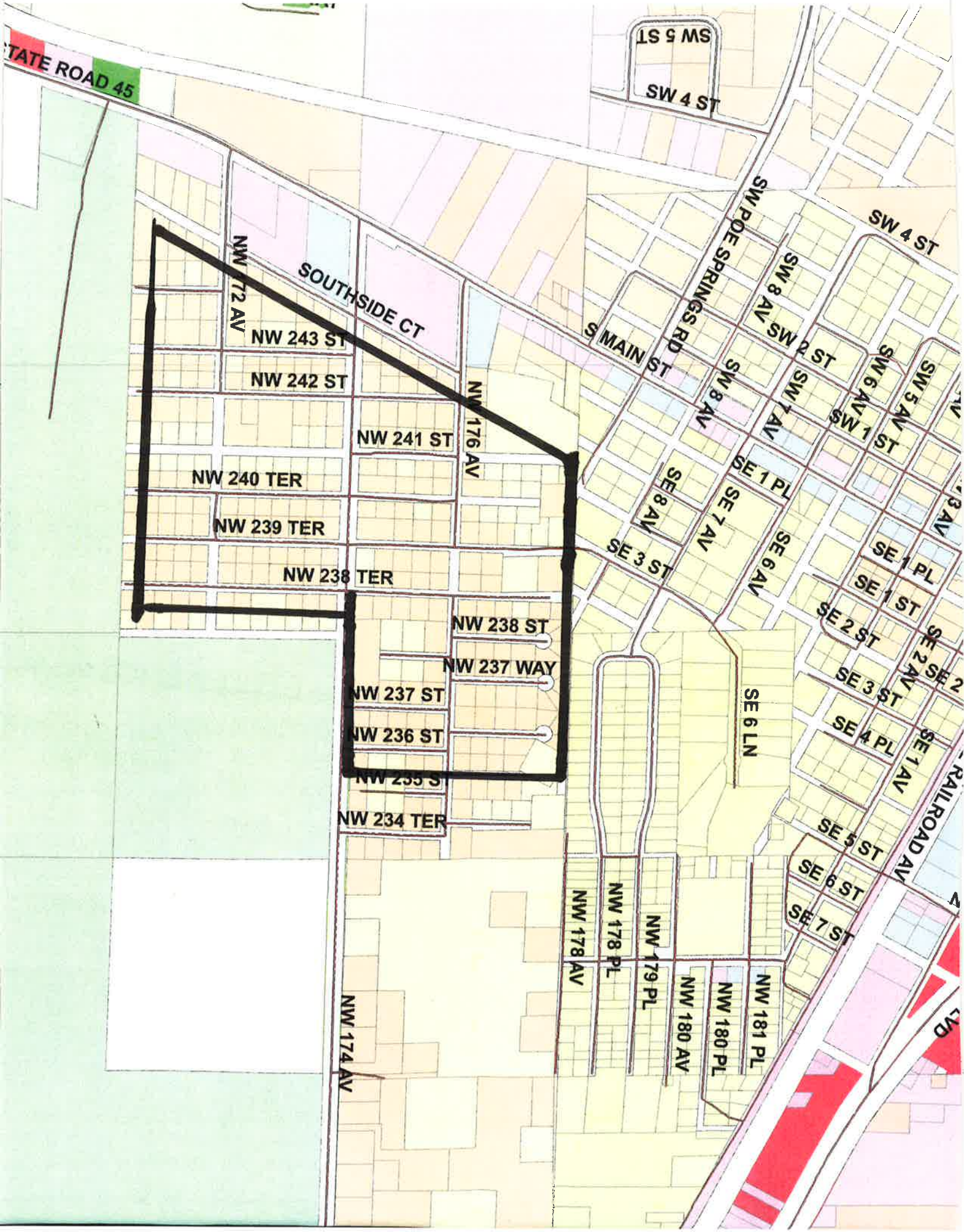
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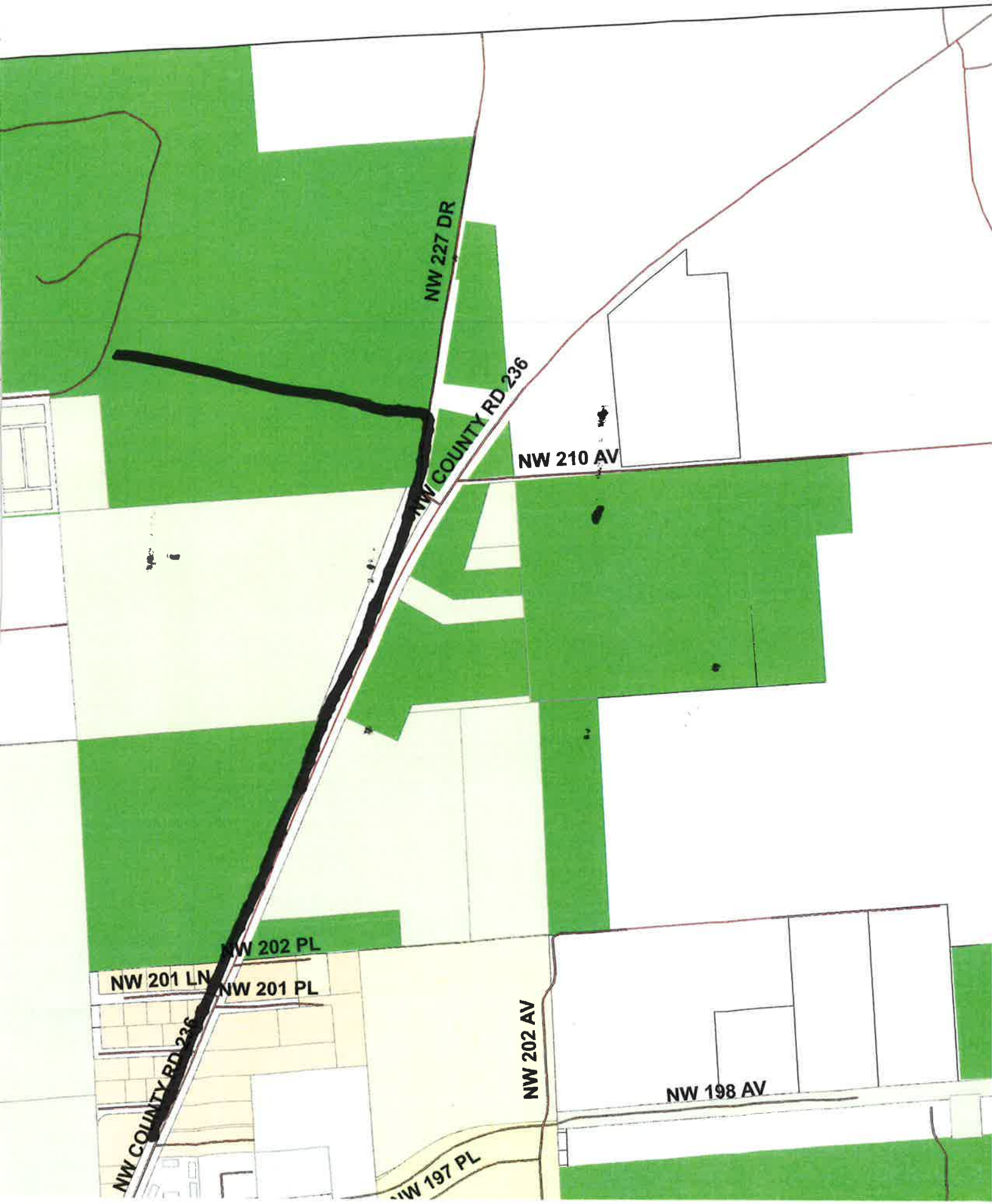
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NW 197 PL

PHASE 1

This phase is fully funded. This project is 70% completed.

It proved replacement water lines for approximately 150 housing units and water main replacements.

PHASE 2

This phase is not funded. This project will provide a new well at the well sight located on SRWMD protected land

Approximately ¾ of a mile from the High Springs water treatment plant.

PHASE 3

This phase is not funded. This project will provide a 150,000 gal holding tank (at ground level). This project

Includes a pressure pump.

DRAFT

RESOLUTION 2016 - R

A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; RELATING TO THE PROVISION OF FIRE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF HIGH SPRINGS, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING FIRE SERVICES ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF HIGH SPRINGS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of High Springs, Florida (the "City Commission"), has enacted Ordinance 2008-26 (the "Ordinance"), which authorizes the imposition of Fire Services Assessments for fire services, facilities and programs against Assessed Property located within the incorporated area of the City; and

WHEREAS, the imposition of a Fire Services Assessment for fire services, facilities and programs each Fiscal Year is an equitable and efficient method of allocating and apportioning the Fire Services Assessed Costs among parcels of Assessed Property; and

WHEREAS, the City Commission desires to continue its Fire Services Assessment program and impose a Fire Services Assessment in the City using the procedures provided by the Ordinance for the Fiscal Year beginning October 1, 2016; and

WHEREAS, the City Commission, on June 23, 2016, adopted Resolution 2016-J (the "Preliminary Rate Resolution"); and

WHEREAS, the Preliminary Rate Resolution contains and references a brief and general description of the fire services, facilities and programs to be provided to Assessed Property; describes the method of apportioning the Fire Services Assessed Costs to compute the Fire Services Assessment for fire services, facilities and programs against Assessed Property; estimates the rates of assessment; and directs the preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, in order to impose Fire Services Assessments for the Fiscal Year beginning October 1, 2016, the Ordinance requires the City Commission to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published as required by the terms of the Ordinance, which provides notice to each property owner proposed to be assessed of the owner's opportunity to be heard; the proof of publication being attached hereto as Appendix A and an affidavit regarding the form of notice mailed being attached hereto as Appendix B; and

WHEREAS, a public hearing was held on August 11, 2016, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION ONE. AUTHORITY. This resolution is adopted pursuant to the provisions of Ordinance 2008-26, Resolution 2008-K, Resolution 2008-L, Resolution 2012-I, Article VIII, Section 2, Florida Constitution, sections 166.021 and 166.041, Florida Statues, and other applicable provisions of law.

SECTION TWO. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Annual Assessment Resolution as defined in the Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the 2008 Initial Assessment Resolution, the 2008 Final Assessment Resolution or the Preliminary Rate Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

SECTION THREE. IMPOSITION OF FIRE SERVICES ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire services, facilities and programs described or referenced in the Preliminary Rate Resolution in the amount of the Fire Services Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be specially benefited by the City's provision of fire services, facilities and programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the 2008 Initial Assessment Resolution, the 2008 Final Assessment Resolution and the Preliminary Rate

Resolution, from the fire services, facilities and programs to be provided, and a legislative determination that the Fire Services Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Rate Resolution.

(B) The method for computing Fire Services Assessments described and referenced in the Preliminary Rate Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix E of the 2008 Initial Assessment Resolution, and adopted in Section 7 of the Preliminary Rate Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2016, the estimated Fire Services Assessed Costs to be assessed is $268,801. The Fire Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Costs for the Fiscal Year commencing October 1, 2016, are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Residential	$100.00
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Square Foot (capped at 40,000 sq ft)
Commercial	$0.04
Industrial/Warehouse	$0.01
Institutional	$0.08

(D) As authorized by Section 2.05 of the Ordinance, the Maximum Assessment Rates that can, but are not required to, be assessed and apportioned among benefited parcels in future fiscal years without additional notice to the Owners of each parcel of property as required by the Ordinance are hereby established as follows:

RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Dwelling Unit
Residential	$112.00
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Rate Per Square Foot (capped at 40,000 sq ft)
Commercial	$0.05
Industrial/Warehouse	$0.01
Institutional	$0.08

(D) The above rates of assessment are hereby approved. Fire Services Assessments for fire services, facilities and programs in the amounts set forth in the Assessment Roll, as herein

approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2016.

(E) As authorized in Section 2.13 of the Ordinance, Interim Fire Services Assessments shall be imposed against all property for which a Building Permit is issued after the adoption of this Annual Assessment Resolution based on the rates of assessment approved herein.

(F) No Fire Services Assessments shall be imposed upon government parcels or upon Buildings located on a parcel of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida Law. However, pursuant to Section C of Appendix A of the Preliminary Rate Resolution, Government Property that is owned by federal mortgage entities, such as the VA and HUD, due to foreclosures is not serving a governmental purpose nor providing a public benefit but is instead being held by these federal governmental mortgage entities in a proprietary capacity, and shall not be exempt from the Fire Services Assessment.

(G) Any shortfall in the expected Fire Services Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Services Assessments.

(H) Fire Services Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(I) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION FOUR. CONFIRMATION OF PRELIMINARY RATE RESOLUTION. The Preliminary Rate Resolution is hereby confirmed.

SECTION FIVE. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Services Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Assessment Resolution.

SECTION SIX. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION SEVEN. CONFLICTS. Any Resolution or parts of resolutions in conflict herewith, shall be and the same are hereby repealed to the extent of such conflict.

SECTION EIGHT. EFFECTIVE DATE. This Annual Assessment Resolution shall become effective immediately upon passage and adoption this 11th day of August, 2016.

PASSED AND ADOPTED on this 11th day of August, 2016.

CITY OF HIGH SPRINGS, FLORIDA

By: _____
GLORIA JAMES
VICE MAYOR

Attest:

(SEAL)

By: _____
JENNY L. PARHAM
CITY CLERK

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Jenny L. Parham and Sandi Melgarejo, who, after being duly sworn, depose and say:

1. Jenny L. Parham, City Clerk of the City of High Springs, Florida ("City"), pursuant to the authority and direction from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Fire Services Assessment Ordinance adopted by the City Commission on August 12, 2008 (the "Ordinance") and in conformance with the Resolution 2015-J adopted on June 23, 2016 (the "Preliminary Rate Resolution").

2. Sandi Melgarejo is Project Coordinator for Government Services Group, Inc. (GSG). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notice for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that the failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 21, 2016, GSG mailed or caused to be mailed the above-referenced notices, in accordance with the Ordinance and the Preliminary Rate Resolution by first class mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Alachua County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

_____

Jenny L. Parham, Affiant

Sandi Melgarejo, Affiant

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of August 2016, by Jenny L. Parham, City Clerk, City of High Springs, Florida. Jenny L. Parham is personally known to me or produced _____ as identification, and did take an oath.

_____
Notary Public, State of Florida

_____
Commission No.

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this _____ day of August 2016, by Sandi Melgarejo, Project Coordinator, Government Services Group, Inc., a Florida corporation. Sandi Melgarejo is personally known to me or produced _____ as identification, and did take an oath.

_____
Notary Public, State of Florida

_____
Commission No.

APPENDIX C

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that: I am the Mayor of the City of High Springs, Florida, or authorized agent of the City of High Springs, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire services assessments (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law. The tax roll contains a parcel count of _____, and a total assessment of $_____.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Alachua County Tax Collector by September 15, 2016.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Alachua County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this _____ day of August, 2016.

City of High Springs, Florida

_____
GLORIA JAMES
VICE MAYOR

Attest:

(SEAL)

By: _____
JENNY L. PARHAM
CITY CLERK

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: **August 11, 2016**

SUBJECT: **Pro-Rated Fire Assessment**

AGENDA SECTION: **NEW**

DEPARTMENT: **CITY MANAGER**

PREPARED BY: **FINANCE DIRECTOR**

RECOMMENDED ACTION: **APPROVE**

COST:

Summary

Revised Construction Cost

ATTACHMENTS: **High Springs Interim Assessment Calculations**

REVIEWED BY CITY MANAGER: _____

HIGH SPRINGS INTERIM ASSESSMENT CALCULATIONS

Calculate each building's total annual charge based on the current year's adopted rates:

FY 2015-16 Adopted Rates – Estimated Net Revenue: $247,860

Residential Property Use Category	Rate Per Dwelling Unit
Residential	$90.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.04
Industrial/Warehouse	$0.01
Institutional	$0.07

Divide the annual charge by 12 to get the monthly charge. Determine appropriate number of months to charge for the interim assessment (number of months before the parcel's fire assessment will go on the tax bill. Note May 30th would be the cut-off date for the upcoming fiscal year.).

Building Permit/CO Issued	# Months for FY 15-16 Assessment	# Months for FY 16-17 Assessment	Total Months
January 2016	9	0	9
February 2016	8	0	8
March 2016	7	0	7
April 2016	6	0	6
May 2016	5	0	5
June 2016	4	12	16
July 2016	3	12	15
August 2016	2	12	14
September 2016	1	12	13
October 2016	0	12	12
November 2016	0	11	11
December 2016	0	10	10

Examples:

- Residential building gets CO'd March 2016 – it needs to pay 7 months of interim assessments.
  - 90 ÷ 12 = $7.50 x 7 = $52.50 for FY 15-16 assessment; FY 16-17 assessment will be collected on the November 2016 tax bill.
- Residential building gets CO'd August 2016 – it needs to pay 14 months of interim assessments.
  - 90 ÷ 12 = $7.50 x 14 = $105.00. This parcel will not go on the tax bill until November 2017.
- Commercial building with 2,500 sq. ft. gets CO'd February 2016 – it needs to pay 8 months of interim assessments.
  - $0.04 x 2,500 = $100 ÷ 12 = $8.33 x 8 = $66.67 for FY 15-16 assessment; FY 16-17 assessment will be collected on the November 2016 tax bill.
- Commercial building with 2,000 sq. ft. and Industrial/Warehouse building with 1,000 sq. ft. gets CO'd September 2016 – it needs to pay 13 months of interim assessments.
  - Commercial Building – $0.04 x 2,000 = $80 ÷ 12 = $6.66 x 13 = $86.67
  - Industrial/Warehouse Building – $0.01 x 1,000 = $10 ÷ 12 = $0.83 x 13 = $10.83
    - $86.67 + $10.83 = $97.50 total interim assessment for parcel – it will go on the November 2017 tax bill.

Commission Agenda Item Request Form

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

MEETING DATE: **August 11, 2016**

SUBJECT: **Farmers Market**

AGENDA SECTION: **NEW**

DEPARTMENT: **CITY MANAGER**

PREPARED BY: **FINANCE DIRECTOR**

RECOMMENDED ACTION: **APPROVE**

COST:

Summary

Revised Construction Cost

ATTACHMENTS: **Letter from Brame Heck with estimated costs.**

REVIEWED BY CITY MANAGER: _____

Brame Heck
ARCHITECTS INC.

July 20, 2016

FOUNDED 1911

SUBJECT:
Farmer's Market Pavilion
Analysis of required Architectural Services
City of High Springs

Jennifer Stull
Finance Director
City of High Springs
110 NW 1st Avenue
High Springs, Florida 32643

Dear Jennifer:

We have discussed the proposed Farmers Market project that the City has been placed on hold due to budget issues. You have dismissed the original architect Callum Gibb and are seeking options on how to proceed.

Toward that end, you have requested this proposal from our firm to perform services to determine if this project can be done within the available overall budget of $265,000. This budget will have to include the following:

- The building construction cost
- Our professional fees for preparing the construction documents, providing construction administration services and complying with the various USDA requirements.

We have had some previous discussions wherein I was not optimistic that your goals for this project can be accomplished within that budget. Fortunately, after having now gone through the overall review, my conclusion is that your budget should be sufficient.

The following detailed information is presented for your review.

Architectural / Engineering Services
As we discussed, if we are retained as the Architect we will basically start over since we cannot simply use the documents created by Mr. Gibb. Furthermore, we would need to include a civil engineer on our team due to extent of the sitework that is included.

You have indicated that we will not have to go through a site plan review process. You have also indicated that we will not have to go through the water management district submittal process. Therefore, we are not including any fee for those efforts. However, based on my past experience, I fear that you will actually have to go through the water management process. I strongly suggest that you pursue this with the water management district to verify if you are correct (and to get it in writing).

You have indicated that the City will not require toilets at the Pavilion since the toilets at the adjacent Chamber of Commerce building will always be available. Therefore, we have not included any plumbing design in our proposal.

606 N.E. First Street
Gainesville, Florida 32601
352.372.0425
FAX 352.372.0427
www.brameheck.com

Lic. No. AA0002304

In addition to what would be considered normal services, there will be extra work effort due to the USDA participation in this project.

We propose a fixed fee of $32,140 for our services. Within our scope of work we will retain the services of a civil engineer for site design, a structural engineer and an electrical engineer. The attached Fee Analysis shows the detailed breakdown of our anticipated services.

The City will need to provide a topographic survey of the site. And, it is prudent to obtain soil borings to assure the proper foundation design. You may already have obtained this information in your earlier efforts on this project.

Construction Budget
The City has a total amount of $265,000 this project. Subtracting the above Services fee will leave $232,060 for the Construction Budget.

Estimated Cost of Construction
Joyner Construction was the low bidder when the original project was bid in February of last year. I reached out to them and obtained the breakdown of costs included in their bid. Using that as a basis, I modified their costs to reflect the following.

1. Increased the costs to reflect inflation since that time
2. Removed the timber building system and associated items
3. Added the cost of a pre-engineered metal building
4. The Joyner bid was 8.6% less than the average of the four submitted bids. To be conservative, I increased my estimate by that amount.
5. Again, to be conservative, I then added a 20% contingency

I estimate the cost of the building to be approximately $202,000. Please see the attached cost estimate.

This is within the remaining funds for the Construction Budget. However, please keep in mind that this is just an estimate. The actual price will not be known until the project is designed and bid out.

I trust this information meets your needs. Please contact me if you have any comments or questions. I look forward to hearing from you.

Sincerely,

William W. "Billy" Brame AIA LEED AP
Brame Heck ARCHITECTS INC.

Attachments

WWB:bb(f:\7148010\pro city of high springs 7.20.16.docx)

FEE ANALYSIS

PROJECT: **Farmer's Market Pavilior**
City of High Springs

DATE: 7/20/2016

TASK	NUMBER OF HOURS ARCHITECT $165	CAD OPERATOR $105	CLERICAL $52
Preliminary Design Submittal			
Meet with Owner & Users	3		
Develop conceptual design	2		
Communicate with Owner & Users to review design	1		
Refine/modify design as necessary	2		
Communicate with Owner & Users to review design	1		
Finalize design	2		
Plans & Specs (see attached page 2 summary)	9	24	1
Coordination with Consultants	2	1	
Prepare USDA Prelim. Arch Feasibility Report (PAR)	5		2
Number of hours	27	25	3
Sub Total Fee	$4,455	$2,625	$156
Sub Total Brame Heck Architects Inc. Fee	**$7,236**		
Civil Engineer for site work	$800		
Structural Engineer	$0		
Electrical Engineer	$0		
50% Submittal TOTAL FEE	**$8,036**		
Construction Documents Submittal			
Plans & Specs (see attached page 2 summary)	19	54	5
Meetings with Owner	3		
USDA requirements for specs	4		1
Coordination with Consultants	3	2	
Number of hours	29	56	6
Sub Total Fee	$4,785	$5,880	$312
Sub Total Brame Heck Architects Inc. Fee	**$10,977**		
Civil Engineer for site work	$1,500		
Structural Engineer	$2,000		
Electrical Engineer	$1,900		
100% Submittal TOTAL FEE	**$16,377**		
BIDDING / CONSTRUCTION ADMINISTRATION			
Attend a mandatory Pre-Bid conference and Pre-Construction Conference	2		
Bidding Process	3		4
Site Visits (6 - biweekly during 12 weeks of construction)	18		
Pay Applications	3		1
Submittals	3		1
Punch List	4		1
Final Review	2		1
Close out documents	1	3	3
Number of hours	36	3	11
Sub Total Fee	$5,940	$315	$572
Sub Total Brame Heck Architects Inc. Fee	**$6,827**		
Civil Engineer for site work	$300		
Structural Engineer	$300		
Electrical Engineer	$300		
BIDDING / CONST. ADMIN TOTAL FEE	**$7,727**		
TOTAL BASIC SERVICES FEE *	**$32,140**		

** Does not include reproductions*

FEE ANALYSIS

PROJEC **Farmer's Market Pavilion**
City of High Springs

DETAILED SUMMARY OF PLANS & SPECS

	PRELIMINARY SUBMITTAL			CON DOC SUBMITTAL		
	NUMBER OF HOURS			NUMBER OF HOURS		
TASK	ARCH	CAD OP	CLER	ARCH	CAD OP	CLER
Cover Sheet, Index, Vicinity Map		2				
Floor Plan, Details	2	8		1	10	
Building Elevations & Sections	3	10		1	4	
Section Details	1	4		2	10	
Details				3	12	
Roof Plan & Details				2	6	
Foundation Plan & Details				2	12	
Specifications	3		1	8		5
TOTAL NUMBER OF HOURS	**9**	**24**	**1**	**19**	**54**	**5**
	ARCH	CAD OP	CLER	ARCH	CAD OP	CLER

High Springs Farmer's Pavilion Cost Estimate

July 20, 2016

City of High Springs

Prepared by Brame Heck Architects

This is an updated versions of Joyner Construction's bid cost breakdown. It reflects new criteria, 5% inflation, contingency, etc.

Item	Material	Labor	Sub	Original total	Increase 5%	New Total
site work						$2,000
sod repair			$450	$450	1.05	$473
landscape			$0	$0	1.05	$0
road patch			$300	$300	1.05	$315
utilites			$500	$500	1.05	$525
transformer pad			$300	$300	1.05	$315
concrete (bldg)			$31,775	$31,775	1.05	$33,364
concrete (ext)			$700	$700	1.05	$735
masonry columns	delete				1.05	$0
soil treatment			$280	$280	1.05	$294
conc & soil testing			$350	$350	1.05	$368
Metal Building (incl. erection)	Per Richard ...3,131 SF @ $12/SF					$37,572
timber package	delete				1.05	$0
dry in	$2,150		$750	$2,900	1.05	$3,045
misc r. carp	$3,000	$1,000		$4,000	1.05	$4,200
metal roofing	delete - include in metal building packag					$0
stucco	delete					
painting	Increased		$4,000	$4,000	1.05	$4,200
plumbing			$2,000	$2,000	1.05	$2,100
lightning protection			$1,860	$1,860	1.05	$1,953
electrical			$29,578	$29,578	1.05	$31,057
subtotal				$78,993		$122,515
general conditions				$27,000	1.05	$28,350
permit	City to pull permit			$0		$0
cleanup and punch				$300	1.05	$315
equipment rental				$2,000	1.05	$2,100
engineering				$2,500	1.05	$2,625
Subtotal				$110,793		$155,905
bond				$1,108	1.05	$1,163
gc mark up				$8,309	1.05	$8,725
total				$120,210		$165,793

Increase 8.6% to get to the average of the 2/4/2015 bid prices 8.6% $14,258.19

Subtotal		$180,051.12
Contigency	20%	$36,010.22
Total		**$201,803.15**

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: **August 11, 2016**

SUBJECT: **Farmer's Market Annual Report**

AGENDA SECTION: **New Business**
DEPARTMENT: **Farmer's Market / CRA**

PREPARED BY: **Amanda Rodriguez/ Carol Rowan**

RECOMMENDED ACTION: **Review and Discussion**

Summary

ATTACHMENT: Farmer's Market Annual Report

REVIEWED BY CITY MANAGER:_____

High Springs Farmers' Market

Annual Report

July 1, 2015 – June 30, 2016

Carol Rowan, Market Manager

CITY of HIGH SPRINGS COMMISSION

Byran Williams (Mayor)

Gloria James (Vice-Mayor)

Jason Evans

Scott Jamison

Sue Weller

CITY of HIGH SPRINGS STAFF

Amanda Rodriguez (CRA Executive Director)

HIGH SPRINGS CHARTER OFFICERS

Ed Booth (City Manager)

Jenny Parham (City Clerk)

Scott Walker (City Attorney)

FARMERS' MARKET MANAGER

Carol Rowan

Table of Contents

Overview

July 1, 2015 – June 30, 2016 was a successful and productive year for the High Springs Farmers' Market. This annual report provides a brief highlight of the activities, vendors, and financials of the High Springs Farmers' Market.

Over the last year, the High Springs Farmers' Market has been honored to serve the community of High Springs and beyond. The goal of the Market is to provide the community with fresh, local food access, and to insure that all of our products are *true* farmers' market products. Over the years a few produce resellers have been a part of our market. As of June 2015, I am proud to say that every produce or plant vendor has a Growers Permit and /or Nursery License.

During our peak growing season of June 2016, over 50% of our vendor attendance consisted of growers and producers. An average of 12 to 14 local farmers each week. Each meat, dairy and egg vendor is properly licensed with a Feed Master Registration from the Florida Department of Agriculture Our market provides both cow and goat milk products.

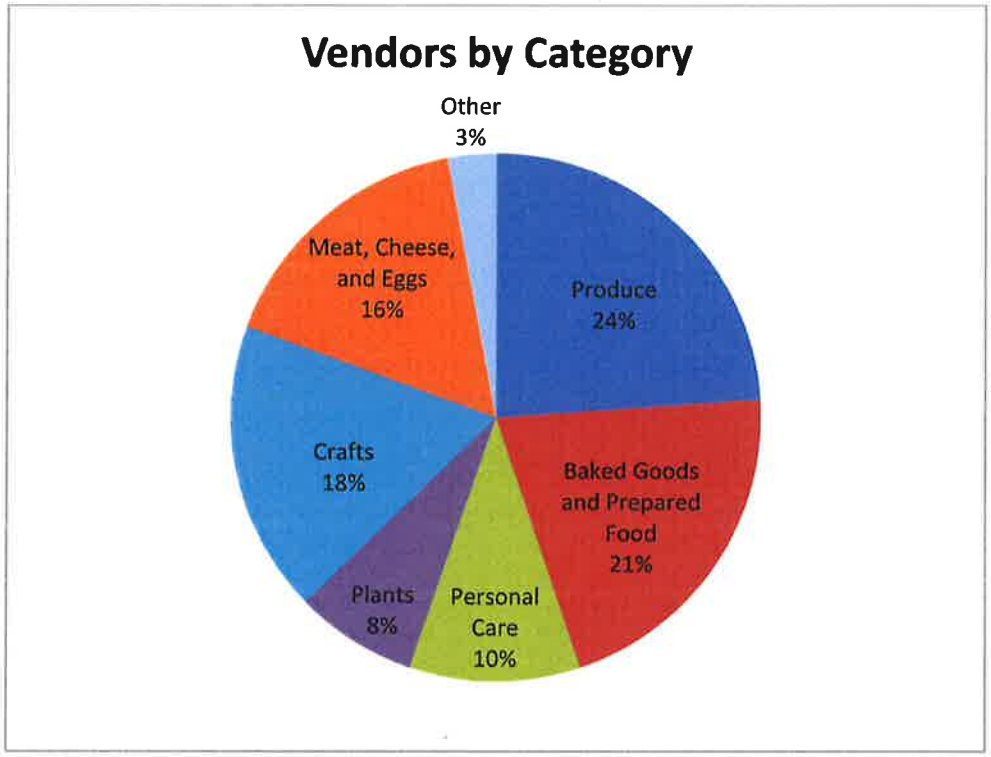
We also include baked goods and homemade crafters to our market as well. Providing the community with a truly diverse market. We have had a successful year and anticipate many more to come.

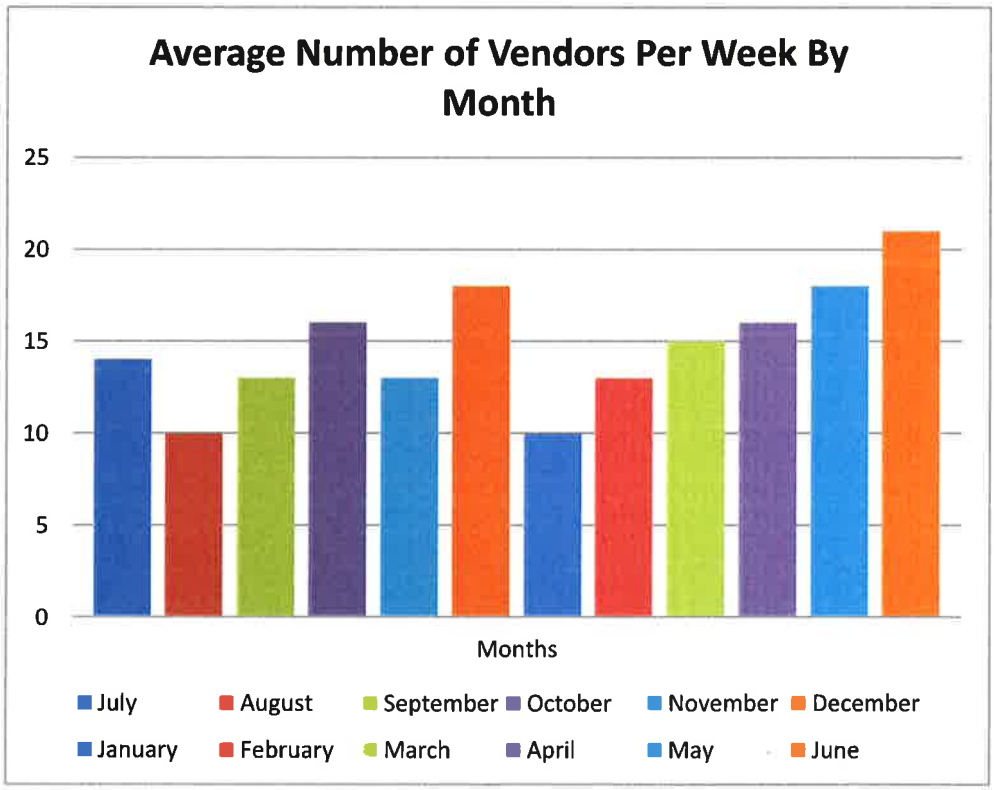
July 1, 2015 – June 30, 2016

Vendors at the High Springs Farmers' Market

Vendor	Product
1. Abundance Aquaponic Farms	Produce, fish
2. After Five Farms	Eggs, jam, baked goods
3. Bambi's Organic Country Farm	Produce
4. Birdhouse Man	Birdhouses, feeders
5. Boondox Tropicals	Plants, produce
6. C & C Farm	Produce
7. Carol's Bags & More	Fashion accessories
8. Chef's Bistro	Hot food
9. Cowlick Farms LLC	Whole, cut chicken
10. Crooked Row Farm	Pork products, fruit, veggies
11. Day-lee Bread Bakery	Sourdough Bread
12. Devi's Farm	Produce
13. doTERRA	Essential oils, wellness prod.
14. Emma Jeen's Pies	Assorted pies
15. Etv2entertainment	Promotions
16. Fisher Produce	Produce
17. For Heaven's Sake Bake	Gourmet cookies
18. Freckled Frog Creations	Wreaths
19. Geyer Gallery	Breads, goat milk soap
20. Good Karma Oils	Essential oils, diffusers
21. Grinner Pinner Productions	T-shirt art
22. Herbal Elements LLC	Herbal medicinal products
23. Homemade Just For U	Jewelry, charms, bows
24. J J's Sweet Things	Donuts
25. Jan T Goat Dairy Farm	Goat milk, cheese
26. Jessie's Funnel Cakes	Desserts
27. Kangen Water	Water
28. Kat's Sweet Treats	Baked good, candies
29. Knot Art	Pallet art
30. Landscape Design Pros	Cypress trees, jewelry
31. Little Scoopers	Italian ice
32. Living Breads	Organic breads

33. Living Homemade	Plants, herbs, crafts
34. Mayport Shrimp	Shrimp
35. Miller Yard Art	Yard art
36. Nana's Little Divas	Dresses, accessories
37. Old Bellamy Nursery	Plants
38. Pajama Monsters	Local author: children books
39. Pamela June Eggs	Eggs
40. Redwing Soapery	Vegan soap, body products
41. RM Totes	Tote bags, phone case
42. Rosie's Produce	Produce
43. Say It With Sweets	Crafts
44. Scooooder Stones	Stone jewelry
45. Sherwood Forest Farmstead	Chicken, herbs, tea
46. Shittake Mushrooms	Mushrooms, mushroom logs
47. Soil Enrichment LLC	Jam, jelly, relish, pork
48. Solar Light Display	Wood crafts
49. Stauff Photography	TV tables
50. The Bumpkin Patch	Crafts
51. Thousand Runs Farm	Plants
52. Toadily Homemade Products	Soaps, candles, tarts
53. Triple J Ranch	Produce
54. Turner Farm	Produce
55. Wacaser Breads	Bread, desserts
56. Wagenseller Compost	Compost
57. Wainwright Dairy Products	Cow's milk, cheese
58. Wekiva Blueberry Farm	Blueberries, plants
59. Wiegand Steaks	Steak, beef, pork, lamb
60. Wilkerson Farm	Produce
61. Wilkinson Farm	Produce
62. Williams Family Farm	Mushrooms
63. Windswept Farm	Produce

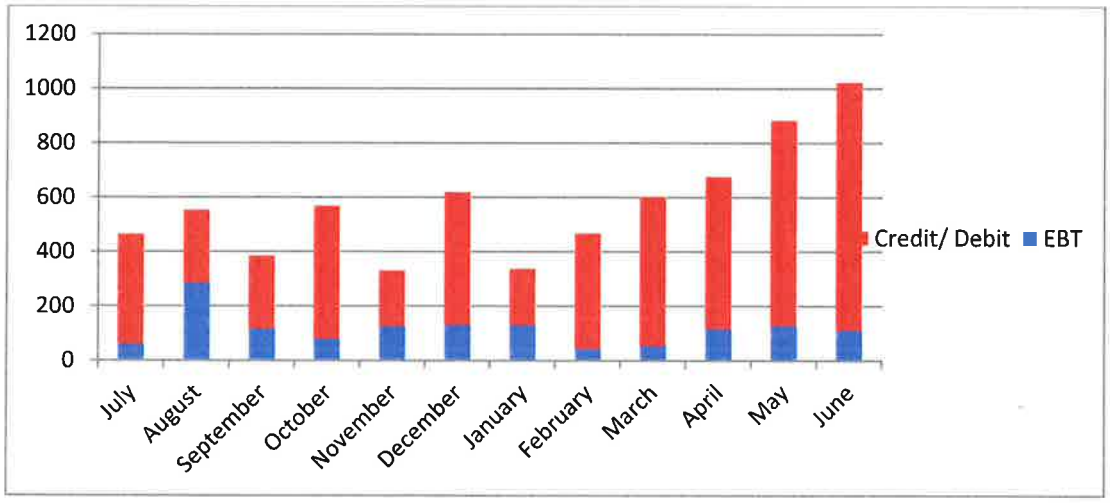

Vendors by Category
Other 3%
Produce 24%
Baked Goods and Prepared Food 21%
Personal Care 10%
Plants 8%
Crafts 18%
Meat, Cheese, and Eggs 16%


Average Number of Vendors Per Week By Month
25
20
15
10
5
0
Months
July
August
September
October
November
December
January
February
March
April
May
June

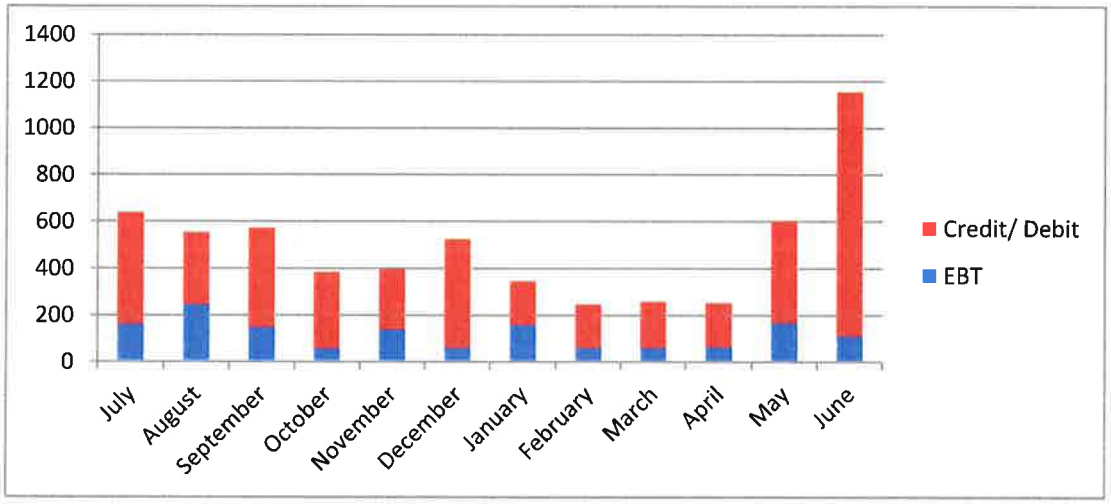
Terminal Sales and Token Redemption

One of the services that we provide to the vendors is the ability for customers to use credit, debit, or EBT cards. Customers use their cards in exchange for tokens. While we do not collect total sales data, we can utilize terminal sales to spot trends and to gauge total sales and customer activity.

Terminal Sales



Token Redemption



Successes

- September 20, 2015, the market set up at the Folk In The Springs event. This was the 2nd year for the market and the 3rd year for myself, providing our support for Music in the Park.
- December 17, 2015, Santa and Mrs. Claus made their 2nd annual visit to the High Springs Farmers' Market. Free cookies and hot chocolate was given to all who attended. We passed out small gifts to each of the children. We are looking forward to our 3rd Annual Visit from Santa and Mrs. Claus December 22, 2016, from 2 to 4 PM.

- January 9, 2016, became a member of the Farmers Market Coalition. Began applying for grants for the Farmers Market.
- January 2016, applied for and received 2 grants. The 1st grant was from the USDA. Through the Farmers Market Coalition, I applied for the grant. It was for an updated TSYS token swipe machine, with free usage for the next 3

years. Our market was approved January 26, 2016. We received our new equipment, May 2, 2016.

- April 23rd and 24th of 2016, set up Pioneer Day weekend at our normal market location. Drawing the walking tourists to browse the downtown businesses as well as enjoy the festivities at City Hall sponsored by the Chamber.
- The 2nd grant was from the Florida Organic Growers/ FOG. June 7, 2016, the High Springs Farmers' Market was welcomed into a program called Fresh Access Bucks. This program deposits $5000.00 into the Farmers Market account. This money is used to double EBT/SNAP customer transactions $10-$20 (matching up to $20 per person, per market day). This is a great incentive program for healthy eating choices for the community and at the same time helping our local farmers' economy. With the aid of this program, the EBT/SNAP sales are expected to raise significantly higher.
- June 16, 2016. Our new Farmers' Market signs hit the streets. An eye catching orange that matches our new look on our newsletter, website and flyers.
- Social Media Marketing Efforts. After years of inactivity on our FACEBOOK page, the summer CRA Intern Gabriel Saldana unlocked our page. Over the last 12 months, our market has successfully reached out to the public. Our page started with 120 followers and has increased by almost 500% in one year. The High Springs Farmers' Market FACEBOOK page currently has 610 followers.
- CRA Executive Director, Amanda Rodriguez has been an asset to the High Springs Farmers' Market. She diligently

works on promotions and marketing ideas. Most of all, her show of support of the Farmers Market vendors by visiting weekly is appreciated not only by the vendors but by the community as well.

Future Goals

In the next fiscal year, we plan to continue spreading our passion of fresh, local food access to the community, fellow vendors and our community partners by serving more customers each and every market day. Our goal is to boost local farmer revenue and local economies. At the same time, we will work hand in hand with local businesses.

Thank you to our dedicated team of vendors and volunteers, our City government officials and the support from our community. It continues to be a great privilege to serve all of you.

Sincerely,

Carol Rowan

High Springs Farmers' Market

Manager

Contact Information

For further information on the High Springs Farmers' Market please contact:

Carol Rowan, Market Manager

352-275-6346

Email: carol_rowan@yahoo.com

Website: farmersmarket.highsprings.com

FACEBOOK: fb.com/farmersmarkethighsprings

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this _____ day of August, 2016, is made by and between the **CITY OF HIGH SPRINGS, FLORIDA**, a municipal corporation ("City"), and **MR. EDWIN L. BOOTH** ("Manager") as follows:

WHEREAS, Manager has demonstrated the level of professional competency desired by the City; and

WHEREAS, the City expects Manager to perform all of the responsibilities and obligations required of the City Manager of the City of High Springs pursuant to the City Charter, Code of Ordinances, and applicable State and Federal regulations; and

WHEREAS, the City desires to renew the contract of employment for the Manager as its City Manager upon the terms and conditions set forth herein; and

WHEREAS, Manager desires to work for the City as its City Manager upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1: Term

1. The term of this Agreement shall be for an initial period of two (2) year from October 1, 2016 through September 30, 2018.

2. This Agreement shall automatically be renewed on its anniversary date for an additional year unless notice that the Agreement shall terminate is given at least forty-five calendar (45) days before the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Manager voluntarily resigns.

Section 2: Duties and Authority

The City agrees to employ Edwin L. Booth as City Manager to perform the functions and duties specified in Art. III, Sec. 3.04 of the City of High Springs Charter and to perform other legally permissible and proper duties and functions. Manager shall devote his full time and best efforts to the business and affairs of the City, and except as hereinafter expressly stated, Manager shall not accept any other employment during the term of this Agreement.

Section 3: Compensation

1. City agrees to pay Manager an annual base salary of Eighty-Five Thousand ($85,000.00) Dollars for fiscal year 2016-2017, payable in installments at the same time the other regular employees of the City are paid. The City agrees to pay Manager an annual base salary of Ninety Thousand ($90,000.00) Dollars for fiscal year 2017-2018, and any subsequent years, payable in installments at the same time the other regular employees of the City are paid.

2. The City Commission reserves the right to evaluate Manager's performance, at any time, throughout the term of this Agreement, but no less than annually. The Commission may increase Manager's salary, by motion, in its sole discretion. Manager shall be entitled to receive the cost of living adjustment if general employees of the City receive the same in any fiscal year.

3. The City shall provide errors and omissions coverage applicable to omissions of the Manager arising out of his employment. The City shall also defend, save harmless and indemnify the Manager against any claim, suit, action, demand and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as Manager.

4. City agrees to budget and pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

5. City agrees to budget and pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to the FCCMA Annual Conference, the state league of municipalities, and such other regional, state, and local governmental groups and committees in which Manager serves as a member.

6. City agrees to budget and pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

7. The City agrees to budget and pay for the professional development costs of the Manager (as outlined in paragraphs 4, 5, and 6) up to an amount not exceeding $600.00 per year.

8. The City shall pay Manager an additional Three Thousand ($3,000.00) Dollars as an automobile allowance as Manager duties require exclusive and unrestricted use of an automobile. The Manager is responsible for paying any liability insurance, property damage, etc.

Section 4: Health, Disability and Life Insurance Benefits

The Manager waives any and all benefits related to health insurance, disability insurance, and life insurance which are provided to all other employees of the City.

Section 5: Vacation and Sick Leave

The Manager shall accrue 240 hours of paid time off (PTO) per year. PTO shall accrue to the Manager at a rate of 9.23 hours per pay period. The Manager shall be allowed use of the accrued leave until the end of the employment contract, and accrued leave shall be paid to the Manager upon termination of employment in the amount of fifty (50%) percent of the remaining accrued PTO not to exceed 120 hours.

Section 6: Retirement

The Employee shall be provided with retirement benefits under the City's qualified 457 defined contribution plan offered through ICMA Retirement Corporation in the form of a money purchase plan to which the City shall contribute the percentage amount set by the Florida Retirement System for Senior Management Member Class of the Manager's salary. Alternatively, the Manager may elect to participate in the Florida State Retirement Investment Plan. If the Manager so elects, the City and Manager shall each contribute, at a minimum, the appropriate amount according to the Manager's Senior Management Member Class.

Section 7: General Business Expenses

The City shall provide the Manager with a computer, software, fax/modem, and any other such device as required by the Manager to perform his job and maintain communications while in his City designated office. The Manager shall maintain his own cell phone and subscription plan for same.

Section 8: Termination of Employment

1. It is understood and agreed that the Commission will be the sole judge as to the effectiveness and efficiency with which the Manager performs his employment. The Manager serves at the pleasure of the Commission.

2. The Manager may be removed from his position *without cause* at any time by a majority of the full Commission at any regular meeting of the Commission. In the event the City terminates this Agreement pursuant to this provision, the City shall provide, as separation payments (severance pay) to the Manager, all salary and benefits for a period of eight (8) weeks from the date of the City's notification of termination of the Manager. Additionally, any such compensation (vacation and holiday) will be considered as compensation for purposes of making the employer contributions to the retirement plan.

3. The Manager may be removed from his position *with cause* at any time by a majority of the full Commission at any regular meeting of the Commission. The Commission shall adopt a preliminary resolution stating reasons for the intended removal and offer the Manager an opportunity for a public hearing before the Commission, in accordance with Art. III, Sec. 3.03 of the Charter of the City of High Springs. In the event the Manager is terminated for misconduct, as defined in Fla. Stat. § 443.036(30), the City shall have no obligation to provide the Manager with severance pay.

4. If the City, citizens, or legislature acts to amend any provisions of the City of High Spring's Charter or Code of Ordinances, pertaining to the role, powers, duties, authority, and responsibilities of the Manager's position that substantially changes the form of government, the Manager and/or the City shall have the right to declare that such amendments constitute termination. The City shall provide severance in accordance with Section 8, Paragraph 1, above.

5. In the event the Manager is charged by indictment or information of a felony or a crime involving moral turpitude, he may, at the sole discretion of the Commission, be suspended from his duties without pay. Upon his conviction, pleas of guilty or no contest or withholding of adjudication of any such change, this Agreement, at the option of the Commission, may be terminated and the Manager discharged from his duties without notice, hearing, severance pay or other accrued benefits.

6. If the Manager resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body that the Manager resign, then the Manager may declare a termination as of the date of the offer.

Section 9: Resignation

In the event that the Manager voluntarily resigns his/her position with the City, the Manager shall provide a minimum of forty-five (45) days notice unless the parties agree otherwise.

Section 10: Expectation of Work Hours

Manager acknowledges and understands that he is expected to work whatever hours are necessary to complete the duties and responsibilities assigned to him as the City Manager of the City of High Springs. It is recognized that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end Manager shall be allowed to establish an appropriate work schedule. However, Manager is expected to attend all regular and special Commission meetings, workshops, and all other City related meetings which require his attendance.

Section 11: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting or

other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 13: Other Terms and Conditions of Employment

The City, only upon Agreement with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of High Springs Charter or any other law.

Section 14: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: Mayor City of High Springs, 110 NW 1st Avenue, High Springs, FL 32643

(2) MANAGER: Ed Booth, City Manager, 110 NW 1st Avenue, High Springs, FL 32643

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

1. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

2. Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

3. Effective Date. This Agreement shall become effective on October 1, 2016.

4. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if

they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

DATED this _____ day of _____.

_____
Edwin L. Booth

Approved by me as Mayor of the City of High Springs,
Florida this _____ day of _____, A.D. 2016.

_____
Byran Williams, Mayor

ATTEST:

_____
Jenny Parham, City Clerk

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: August 11, 2016

SUBJECT: Update and Discussion of Internet Cafes

AGENDA SECTION: New Business
DEPARTMENT: Legal

PREPARED BY: Courtney W. Johnson

RECOMMENDED ACTION: Provide direction to staff on applications for internet cafes in High Springs.

Summary

The City has started to receive inquires into establishing internet cafes in the City of High Springs. City staff will make a presentation on the legality of internet cafes and seek direction from the City Commission on proceeding with applications.

ATTACHMENT: Florida Statutes 849.09, 849.094, 849.15, 849.16

REVIEWED BY CITY MANAGER:_____

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title XLVI
CRIMES

Chapter 849
GAMBLING

View Entire Chapter

849.09 Lottery prohibited; exceptions.—

(1) It is unlawful for any person in this state to:

(a) Set up, promote, or conduct any lottery for money or for anything of value;

(b) Dispose of any money or other property of any kind whatsoever by means of any lottery;

(c) Conduct any lottery drawing for the distribution of a prize or prizes by lot or chance, or advertise any such lottery scheme or device in any newspaper or by circulars, posters, pamphlets, radio, telegraph, telephone, or otherwise;

(d) Aid or assist in the setting up, promoting, or conducting of any lottery or lottery drawing, whether by writing, printing, or in any other manner whatsoever, or be interested in or connected in any way with any lottery or lottery drawing;

(e) Attempt to operate, conduct, or advertise any lottery scheme or device;

(f) Have in her or his possession any lottery wheel, implement, or device whatsoever for conducting any lottery or scheme for the disposal by lot or chance of anything of value;

(g) Sell, offer for sale, or transmit, in person or by mail or in any other manner whatsoever, any lottery ticket, coupon, or share, or any share in or fractional part of any lottery ticket, coupon, or share, whether such ticket, coupon, or share represents an interest in a live lottery not yet played or whether it represents, or has represented, an interest in a lottery that has already been played;

(h) Have in her or his possession any lottery ticket, or any evidence of any share or right in any lottery ticket, or in any lottery scheme or device, whether such ticket or evidence of share or right represents an interest in a live lottery not yet played or whether it represents, or has represented, an interest in a lottery that has already been played;

(i) Aid or assist in the sale, disposal, or procurement of any lottery ticket, coupon, or share, or any right to any drawing in a lottery;

(j) Have in her or his possession any lottery advertisement, circular, poster, or pamphlet, or any list or schedule of any lottery prizes, gifts, or drawings; or

(k) Have in her or his possession any so-called "run down sheets," tally sheets, or other papers, records, instruments, or paraphernalia designed for use, either directly or indirectly, in, or in connection with, the violation of the laws of this state prohibiting lotteries and gambling.

Provided, that nothing in this section shall prohibit participation in any nationally advertised contest, drawing, game or puzzle of skill or chance for a prize or prizes unless it can be construed as a lottery under this section; and, provided further, that this exemption for national contests shall not apply to any such contest based upon the outcome or results of any horserace, harness race, dograce, or jai alai game.

(2) Any person who is convicted of violating any of the provisions of paragraph (a), paragraph (b), paragraph (c), or paragraph (d) of subsection (1) is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(3) Any person who is convicted of violating any of the provisions of paragraph (e), paragraph (f), paragraph (g), paragraph (i), or paragraph (k) of subsection (1) is guilty of a misdemeanor of the first degree, punishable as

provided in s. 775.082 or s. 775.083. Any person who, having been convicted of violating any provision thereof, thereafter violates any provision thereof is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. The provisions of this section do not apply to bingo as provided for in s. 849.0931.

(4) Any person who is convicted of violating any of the provisions of paragraph (h) or paragraph (j) of subsection (1) is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Any person who, having been convicted of violating any provision thereof, thereafter violates any provision thereof is guilty of a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 1, ch. 4373, 1895; GS 3582; RGS 5509; CGL 7667; s. 1, ch. 26765, 1951; s. 1, ch. 67-72; s. 1, ch. 67-435; ss. 1, 2, ch. 69-91; s. 1064, ch. 71-136; s. 168, ch. 83-216; s. 4, ch. 91-206; ss. 4, 6, ch. 92-280; s. 1, ch. 93-160; s. 1359, ch. 97-102; s. 155, ch. 2007-5.

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title XLVI
CRIMES

Chapter 849
GAMBLING

View Entire Chapter

849.094 Game promotion in connection with sale of consumer products or services.—

(1) As used in this section, the term:

(a) "Game promotion" means, but is not limited to, a contest, game of chance, sweepstakes, or gift enterprise, conducted by an operator within or throughout the state and other states in connection with and incidental to the sale of consumer products or services, and in which the elements of chance and prize are present. However, "game promotion" may not be construed to apply to bingo games conducted pursuant to s. 849.0931.

(b) "Operator" means a retailer who operates a game promotion or any person, firm, corporation, organization, or association or agent or employee thereof who promotes, operates, or conducts a nationally advertised game promotion.

(2) It is unlawful for any operator:

(a) To design, engage in, promote, or conduct such a game promotion, in connection with the promotion or sale of consumer products or services, wherein the winner may be predetermined or the game may be manipulated or rigged so as to:

1. Allocate a winning game or any portion thereof to certain lessees, agents, or franchises; or

2. Allocate a winning game or part thereof to a particular period of the game promotion or to a particular geographic area;

(b) Arbitrarily to remove, disqualify, disallow, or reject any entry;

(c) To fail to award prizes offered;

(d) To print, publish, or circulate literature or advertising material used in connection with such game promotions which is false, deceptive, or misleading; or

(e) To require an entry fee, payment, or proof of purchase as a condition of entering a game promotion.

(3) The operator of a game promotion in which the total announced value of the prizes offered is greater than $5,000 shall file with the Department of Agriculture and Consumer Services a copy of the rules and regulations of the game promotion and a list of all prizes and prize categories offered at least 7 days before the commencement of the game promotion. Such rules and regulations may not thereafter be changed, modified, or altered. The operator of a game promotion shall conspicuously post the rules and regulations of such game promotion in each and every retail outlet or place where such game promotion may be played or participated in by the public and shall also publish the rules and regulations in all advertising copy used in connection therewith. However, such advertising copy need only include the material terms of the rules and regulations if the advertising copy includes a website address, a toll-free telephone number, or a mailing address where the full rules and regulations may be viewed, heard, or obtained for the full duration of the game promotion. Such disclosures must be legible. Radio and television announcements may indicate that the rules and regulations are available at retail outlets or from the operator of the promotion. A nonrefundable filing fee of $100 shall accompany each filing and shall be used to pay the costs incurred in administering and enforcing the provisions of this section.

(4)(a) Every operator of such a game promotion in which the total announced value of the prizes offered is greater than $5,000 shall establish a trust account, in a national or state-chartered financial institution, with a balance sufficient to pay or purchase the total value of all prizes offered. On a form supplied by the Department of Agriculture and Consumer Services, an official of the financial institution holding the trust account shall set forth the

dollar amount of the trust account, the identity of the entity or individual establishing the trust account, and the name of the game promotion for which the trust account has been established. Such form shall be filed with the Department of Agriculture and Consumer Services at least 7 days in advance of the commencement of the game promotion. In lieu of establishing such trust account, the operator may obtain a surety bond in an amount equivalent to the total value of all prizes offered; and such bond shall be filed with the Department of Agriculture and Consumer Services at least 7 days in advance of the commencement of the game promotion.

1. The moneys held in the trust account may be withdrawn in order to pay the prizes offered only upon certification to the Department of Agriculture and Consumer Services of the name of the winner or winners and the amount of the prize or prizes and the value thereof.

2. If the operator of a game promotion has obtained a surety bond in lieu of establishing a trust account, the amount of the surety bond shall equal at all times the total amount of the prizes offered.

(b) The Department of Agriculture and Consumer Services may waive the provisions of this subsection for any operator who has conducted game promotions in the state for not less than 5 consecutive years and who has not had any civil, criminal, or administrative action instituted against him or her by the state or an agency of the state for violation of this section within that 5-year period. Such waiver may be revoked upon the commission of a violation of this section by such operator, as determined by the Department of Agriculture and Consumer Services.

(5) Every operator of a game promotion in which the total announced value of the prizes offered is greater than $5,000 shall provide the Department of Agriculture and Consumer Services with a certified list of the names and addresses of all persons, whether from this state or from another state, who have won prizes which have a value of more than $25, the value of such prizes, and the dates when the prizes were won within 60 days after such winners have been finally determined. The operator shall provide a copy of the list of winners, without charge, to any person who requests it. In lieu of the foregoing, the operator of a game promotion may, at his or her option, publish the same information about the winners in a Florida newspaper of general circulation within 60 days after such winners have been determined and shall provide to the Department of Agriculture and Consumer Services a certified copy of the publication containing the information about the winners. The operator of a game promotion is not required to notify a winner by mail or by telephone when the winner is already in possession of a game card from which the winner can determine that he or she has won a designated prize. All winning entries shall be held by the operator for a period of 90 days after the close or completion of the game.

(6) The Department of Agriculture and Consumer Services shall keep the certified list of winners for a period of at least 6 months after receipt of the certified list. The department thereafter may dispose of all records and lists.

(7) No operator shall force, directly or indirectly, a lessee, agent, or franchise dealer to purchase or participate in any game promotion. For the purpose of this section, coercion or force shall be presumed in these circumstances in which a course of business extending over a period of 1 year or longer is materially changed coincident with a failure or refusal of a lessee, agent, or franchise dealer to participate in such game promotions. Such force or coercion shall further be presumed when an operator advertises generally that game promotions are available at its lessee dealers or agent dealers.

(8)(a) The Department of Agriculture and Consumer Services shall have the power to promulgate such rules and regulations respecting the operation of game promotions as it deems advisable.

(b) Compliance with the rules of the Department of Agriculture and Consumer Services does not authorize and is not a defense to a charge of possession of a slot machine or device or any other device or a violation of any other law.

(c) Whenever the Department of Agriculture and Consumer Services or the Department of Legal Affairs has reason to believe that a game promotion is being operated in violation of this section, it may bring an action in the circuit court of any judicial circuit in which the game promotion is being operated in the name and on behalf of the people of the state against any operator thereof to enjoin the continued operation of such game promotion anywhere within the state.

(9)(a) Any person, firm, or corporation, or association or agent or employee thereof, who engages in any acts or practices stated in this section to be unlawful, or who violates any of the rules and regulations made pursuant to this

section, is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(b) Any person, firm, corporation, association, agent, or employee who violates any provision of this section or any of the rules and regulations made pursuant to this section shall be liable for a civil penalty of not more than $1,000 for each such violation, which shall accrue to the state and may be recovered in a civil action brought by the Department of Agriculture and Consumer Services or the Department of Legal Affairs.

(10) This section does not apply to actions or transactions regulated by the Department of Business and Professional Regulation or to the activities of nonprofit organizations or to any other organization engaged in any enterprise other than the sale of consumer products or services. Subsections (3), (4), (5), (6), and (7) and paragraph (8)(a) and any of the rules made pursuant thereto do not apply to television or radio broadcasting companies licensed by the Federal Communications Commission.

(11) A violation of this section, or soliciting another to commit an act that violates this section, constitutes a deceptive and unfair trade practice actionable under the Florida Deceptive and Unfair Trade Practices Act.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, 9, ch. 71-304; s. 1, ch. 73-292; s. 1, ch. 81-38; s. 1, ch. 83-118; s. 1, ch. 85-197; s. 1, ch. 90-36; s. 5, ch. 91-206; ss. 5, 6, ch. 92-280; s. 1, ch. 93-160; s. 251, ch. 94-218; s. 1364, ch. 97-102; s. 2, ch. 97-108; ss. 60, 70, ch. 2000-258; s. 1, ch. 2005-99; s. 3, ch. 2013-2.

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title XLVI
CRIMES

Chapter 849
GAMBLING

View Entire Chapter

849.15 Manufacture, sale, possession, etc., of slot machines or devices prohibited.—

(1) It is unlawful:

(a) To manufacture, own, store, keep, possess, sell, rent, lease, let on shares, lend or give away, transport, or expose for sale or lease, or to offer to sell, rent, lease, let on shares, lend or give away, or permit the operation of, or for any person to permit to be placed, maintained, or used or kept in any room, space, or building owned, leased or occupied by the person or under the person's management or control, any slot machine or device or any part thereof; or

(b) To make or to permit to be made with any person any agreement with reference to any slot machine or device, pursuant to which the user thereof, as a result of any element of chance or other outcome unpredictable to him or her, may become entitled to receive any money, credit, allowance, or thing of value or additional chance or right to use such machine or device, or to receive any check, slug, token or memorandum entitling the holder to receive any money, credit, allowance or thing of value.

(2) Pursuant to section 2 of that chapter of the Congress of the United States entitled "An act to prohibit transportation of gaming devices in interstate and foreign commerce," approved January 2, 1951, being ch. 1194, 64 Stat. 1134, and also designated as 15 U.S.C. ss. 1171-1177, the State of Florida, acting by and through the duly elected and qualified members of its Legislature, does hereby in this section, and in accordance with and in compliance with the provisions of section 2 of such chapter of Congress, declare and proclaim that any county of the State of Florida within which slot machine gaming is authorized pursuant to chapter 551 is exempt from the provisions of section 2 of that chapter of the Congress of the United States entitled "An act to prohibit transportation of gaming devices in interstate and foreign commerce," designated as 15 U.S.C. ss. 1171-1177, approved January 2, 1951. All shipments of gaming devices, including slot machines, into any county of this state within which slot machine gaming is authorized pursuant to chapter 551 and the registering, recording, and labeling of which have been duly performed by the manufacturer or distributor thereof in accordance with sections 3 and 4 of that chapter of the Congress of the United States entitled "An act to prohibit transportation of gaming devices in interstate and foreign commerce," approved January 2, 1951, being ch. 1194, 64 Stat. 1134, and also designated as 15 U.S.C. ss. 1171-1177, shall be deemed legal shipments thereof into this state provided the destination of such shipments is an eligible facility as defined in s. 551.102 or the facility of a slot machine manufacturer or slot machine distributor as provided in s. 551.109(2)(a).

History.—s. 1, ch. 18143, 1937; CGL 1940 Supp. 4151(405-a); s. 1367, ch. 97-102; s. 2, ch. 2005-362; s. 156, ch. 2007-5; s. 11, ch. 2007-252.

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The 2016 Florida Statutes

Title XLVI
CRIMES

Chapter 849
GAMBLING

View Entire Chapter

849.16 Machines or devices which come within provisions of law defined.—

(1) As used in this chapter, the term "slot machine or device" means any machine or device or system or network of devices that is adapted for use in such a way that, upon activation, which may be achieved by, but is not limited to, the insertion of any piece of money, coin, account number, code, or other object or information, such device or system is directly or indirectly caused to operate or may be operated and if the user, whether by application of skill or by reason of any element of chance or any other outcome unpredictable by the user, may:

(a) Receive or become entitled to receive any piece of money, credit, allowance, or thing of value, or any check, slug, token, or memorandum, whether of value or otherwise, which may be exchanged for any money, credit, allowance, or thing of value or which may be given in trade; or

(b) Secure additional chances or rights to use such machine, apparatus, or device, even though the device or system may be available for free play or, in addition to any element of chance or unpredictable outcome of such operation, may also sell, deliver, or present some merchandise, indication of weight, entertainment, or other thing of value. The term "slot machine or device" includes, but is not limited to, devices regulated as slot machines pursuant to chapter 551.

(2) This chapter may not be construed, interpreted, or applied to the possession of a reverse vending machine. As used in this section, the term "reverse vending machine" means a machine into which empty beverage containers are deposited for recycling and which provides a payment of money, merchandise, vouchers, or other incentives. At a frequency less than upon the deposit of each beverage container, a reverse vending machine may pay out a random incentive bonus greater than that guaranteed payment in the form of money, merchandise, vouchers, or other incentives. The deposit of any empty beverage container into a reverse vending machine does not constitute consideration, and a reverse vending machine may not be deemed a slot machine as defined in this section.

(3) There is a rebuttable presumption that a device, system, or network is a prohibited slot machine or device if it is used to display images of games of chance and is part of a scheme involving any payment or donation of money or its equivalent and awarding anything of value.

History.—s. 2, ch. 18143, 1937; CGL 1940 Supp. 4151(405-b); s. 1, ch. 67-203; s. 1, ch. 77-275; s. 2, ch. 84-247; s. 3, ch. 89-176; s. 1368, ch. 97-102; s. 4, ch. 2013-2.

August 2, 2016

Honorable Robert "Hutch" Hutchinson
Chair, Alachua County Commission
Board of County Commissioners
P.O. Box 2877
Gainesville, FL 32602-2877
RE: Alachua County Stormwater Treatment Ordinance

Dear Commissioner Hutchinson:

This correspondence is prepared on behalf of the municipalities in Alachua County: Alachua, Archer, Gainesville, Hawthorne, High Springs, LaCrosse, Newberry, Micanopy, and Waldo, in response to the County's proposed stormwater treatment manual. All parties involved are concerned with water quality and stormwater in this area, but want to have fully researched the issues and implications of the County's proposed ordinance for the present and the future.

The undersigned municipalities have concerns regarding the financial impact the stormwater ordinance will have on the municipalities. These financial concerns are compounded by concerns regarding the efficacy of the proposed manual. The municipalities would therefore, request the County provide the municipalities with more information to allow for more meaningful discussions on the merits of the proposal.

The undersigned municipalities request Alachua County Commission to direct County staff to provide the following information to the County Commission and the municipalities of the County:

1. Financial impact study on the proposed manual to include:
   a. Specific study on development and redevelopment in the County;
   b. Specific impact on affordable housing in Alachua County;
   c. Land set aside costs; and
   d. Specific study on future maintenance costs associated with the proposed manual

2. Any case studies commissioned by the County regarding the stormwater ordinance, or similar case studies by other governments or entities showing feasibility and efficacy of the stormwater regulations.

Thank you in advance for your consideration of the above request.

Very truly yours,

City of Alachua: Gib Coerper, Mayor

City of Archer: Corey Harris, Mayor

City of Gainesville: Lauren Poe, Mayor

City of Hawthorne: Matthew Surrency, Mayor

City of High Springs: Byran Williams, Mayor

City of LaCrosse: Dianne Dubberly, Mayor

City of Micanopy: Virginia Mance, Mayor

City of Newberry: William Conrad, Mayor

City of Waldo: Louie Davis, Mayor

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: **AUGUST 11, 2016**

SUBJECT: **CONSIDER RESOLUTION 2016-S,** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE TRAFFIC OPERATIONS SIGNAL MAINTENANCE AND COMPENSATION 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.

AGENDA SECTION: **NEW BUSINESS**

DEPARTMENT:

PREPARED BY: **CITY CLERK**

RECOMMENDED ACTION: **ADOPTION OF RESOLUTION 2016-S.**

Summary

THE CITY COMMISSION WILL CONSIDER A RESOLUTION WHICH APPROVES THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

ATTACHMENTS: **RESOLUTION 2016-S**

REVIEWED BY CITY MANAGER:_____

RESOLUTION 2016-S

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE APPROPRIATE CITY STAFF AND OFFICIALS TO EXECUTE THE TRAFFIC OPERATIONS SIGNAL MAINTENANCE AND COMPENSATION 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, it is in the best interests of the City of High Springs to have functioning and operational traffic signals; and

WHEREAS, the City of High Springs desires to undertake certain maintenance and operational responsibilities for specified traffic signals; 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 Traffic Operations Signal Maintenance and Compensation 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;

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 Traffic Operations Signal Maintenance and Compensation Agreement, **Exhibit A**.

SECTION TWO: The City of High Springs will accept and adhere to the responsibilities concerning the City of High Springs outlined in the attached Traffic Operations Signal Maintenance and Compensation 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

unconstitutional, such finding shall not affect the other provisions or applications of the resolution which can be given without the valid or unconstitutional provisions or application, and to this end the provisions of this Resolution are declared severable.

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

SECTION FIVE: This Resolution shall become effective immediately upon final adoption.

PASSED in regular session of the High Springs City Commission this 11th day of August, 2016.

CITY OF HIGH SPRINGS

_____
Gloria James, Vice Mayor

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

_____
Jenny Parham, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
S. Scott Walker, City Attorney

Fw: Traffic Signals Maintenance and Compensation Agreement Amendment 2016-2017

Ed Booth

Thu 7/28/2016 4:32 PM

To: Dralynn Swick <Dralynn@highsprings.us>;

1 attachment (826 KB)

2016-2017 Amendment_High Springs.pdf;

From: Dawson, Jill <Jill.Dawson@dot.state.fl.us>
Sent: Wednesday, July 27, 2016 3:02 PM
To: Ed Booth; Angi Robertson; Angela Stone; Courtney Odum; Jenny Parham
Subject: Traffic Signals Maintenance and Compensation Agreement Amendment 2016-2017

Mr. Booth,

Here is the Traffic Signals Maintenance and Compensation Agreement Amendment for 2016-2017. Ideally, we need it returned to us by September 12, but we understand if the timing of your council meeting or other factors delay it. Otherwise, we ask that you have it signed and executed as quickly as possible so that the FDOT Legal Department can review and execute it by the September 30 deadline. Also, please remember to send us a copy of your resolution stating who is authorized to sign the amendment.

Thank you,

JILL DAWSON, EI
ITS Specialist

1109 S Marion Ave, MS 2023
Lake City, Florida 32025
Office: (386) 961-7315
jdawson@metriceng.com
jill.dawson@dot.state.fl.us
d2.signalagreements@dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARV07
FINANCIAL PROJECT NO. 41351718822
F.E.I.D. NO. F596000336011
AMENDMENT NO. _____

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

RECITALS

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

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

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

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

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

_____, Florida
(Maintaining Agency)

By
_____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By
_____
(Authorized Signature)

Print/Type Name: _Jerry Ausher_____

Title: ___District Traffic Operations Engineer____

Legal Review: _____

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

CONTRACT NO. ARV07
FINANCIAL PROJECT NO. 41351718822
F.E.I.D. NO. F596000336011

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

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

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

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

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

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

   a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
   b. Evidence of the costs incurred were included as an attachment to the invoice.

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

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

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

5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.

6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

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

7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.

8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.

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

10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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

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

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (***minus any retainage or forfeiture***) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.

13. Payment will be made in accordance with Section 215.422, Florida Statutes.

14. There shall be no reimbursement for travel expenses under this Agreement.

15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.

22. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.

24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.

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

28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

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

b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

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

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

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

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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

37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

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

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

44. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.

46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

47. Exhibits A, B, and C are attached and incorporated into this Agreement.

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

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

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2017

Effective Date: from 07/01/2016 to 06/30/2017

City of High Springs

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR25, (US441/41) at CR236		$4,500								$4,500
SR45, (US41) MAIN ST. at SR20, (US27)	$3,131									$3,131
								Total Lump Sum Amount*		$7,631.00

* Amount paid shall be the Total Lump Sum *(minus any retainage or forfeiture)*.

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $7,631.00 .

Maintaining Agency Date

District Traffic Operations Engineer Date

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

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

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

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

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

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

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

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

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

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

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

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

4.0 PAYMENT PROCESSING

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

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

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

EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

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

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.
Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

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

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

_____
Maintaining Agency Date

_____
District Traffic Operations Engineer Date

RESOLUTION 2016-T

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS APPROVING AND AUTHORIZING THE CITY MANGER TO SUBMIT A GRANT APPLICATION WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FLORIDA RECREATIONAL DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR A PROJECT FOR PUBLIC RECREATIONAL PROJECT OF A WATER PARK; REPEALING ALL RESOLUTIONS IN CONFLICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of High Springs and the State of Florida Department of Environmental Protection desire to engage in projects that develop land for public recreational purposes; and

WHEREAS, the State of Florida Department of Environmental Protection has funds available and desire to assist in the funding of such projects though the Florida Recreational Development Assistance Program (FRDAP); and

WHEREAS, the City Commission desires the financial assistance of such a FDAP grant and to submit an application for funding;

WHEREAS, the City Commission desires to vest with the City Manager all required authority to submit such an application to FRDAP on behalf of the City of Archer; and

WHEREAS, the City Commission has determined it is in the best interests of the City of High Springs to have the City Manager apply for a FRDAP grant for the construction of a water park in the City.

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

SECTION ONE: The City Commission designates and authorizes the City Manager to submit an application to the Florida Department of Environmental Protection for a FRDAP grant.

SECTION TWO: The City Manager has all the required authority to complete all necessary and appropriate documents on behalf of the City of High Springs for the application of a FRDAP grant.

SECTION THREE: If the City receives an award of the FRDAP grant, the City will be required to provide matching funds of twenty-five percent (25%) of the project costs, which is equal to thirty-seven thousand dollars ($37,000.00).

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

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

SECTION SIX: This Resolution shall become effective immediately upon final adoption.

PASSED in regular session of the High Springs City Commission this 11th day of August, 2016.

CITY OF HIGH SPRINGS

_____
Gloria James, Vice Mayor

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

_____
Jenny Parham, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
S. Scott Walker, City Attorney