

23718 W US HWY 27
High Springs, Florida 32643



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

**CITY COMMISSION MEETING
AGENDA
City Hall
23718 W US HWY 27**

OCTOBER 13, 2016

6:30 PM

CALL TO ORDER:	MAYOR BYRAN D. WILLIAMS
INVOCATION:	PASTOR BYRAN D. WILLIAMS MT. CARMEL UNITED METHODIST CHURCH
PLEDGE OF ALLEGIANCE:	MAYOR BYRAN D. WILLIAMS
ROLL CALL:	JENNY L. PARHAM, CITY CLERK
APPROVAL OF AGENDA	
APPROVAL OF MINUTES:	SEPTEMBER 19, 2016 COMMISSION MEETING

CONTINUED BUSINESS

- 1. DISCUSSION ON REQUEST FOR PASSAGE OF A RESOLUTION REQUESTING THE DEDICATION OF FUNDS FOR WATER CONSERVATION PROJECTS IN NORTH AND CENTRAL FLORIDA.**
- 2. CONSIDER CODE BOARD MEMBER KRISTEN RUBIN'S REQUEST TO BE ASSIGNED TO THE PLAN BOARD.**

UNFINISHED BUSINESS

- 1. CITY ATTORNEY UPDATE ON PARCELS 01098-000-000 AND 00826-000-000 AND REQUEST FOR DIRECTION TO STAFF ON DONATION OF PARCELS TO HABITAT FOR HUMANITY.**

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

**AGENDA
CITY COMMISSION MEETING
OCTOBER 13, 2016
PAGE 2 OF 2**

NEW BUSINESS

- 1. DISCUSSION ON IMPACT FEE ORDINANCE AND WHEN FEES ARE TO BE PAID.**
- 2. DISCUSSION ON SEWER RATES FOR DEVELOPERS.**
- 3. CONSIDER APPROVAL OF VOLUNTARY COOPERATION AND OPERATIONS ASSISTANCE MUTUAL AID AGREEMENT WITH COLUMBIA COUNTY SHERIFF'S OFFICE.**
- 4. CONSIDER APPROVAL OF INTERLOCAL AGREEMENT FOR MAINTENANCE AND OPERATIONS OF TRAFFIC SIGNAL, SCHOOL BEACONS WITH THE CITY OF GAINESVILLE.**
- 5. CONSIDER APPOINTING REPRESENTATIVE TO THE ALACHUA LEAGUE OF CITIES.**
- 6. ESTABLISH ALTERNATE DATES FOR THE NOVEMBER AND DECEMBER CITY COMMISSION MEETINGS IN ORDER TO AVOID CONFLICT WITH THE HOLIDAYS.**

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

- A) UPDATE ON CODE ENFORCEMENT**

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, 23718 W US HWY 27, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386)454-1416.

23718 US HWY 27
High Springs, Florida 32643



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CITY COMMISSION MEETING
MINUTES
SEPTEMBER 19, 2016

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

Invocation By Pastor Mark Swaisgood, High Springs Seventh-Day Adventist Church.

Pledge of Allegiance.

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

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Angela Stone, Assistant City Clerk
Scott Walker, City Attorney
Courtney Johnson, Assistant City Attorney
Joel Decoursey, Police Chief
Antoine Sheppard, Police Department Lieutenant
Jennifer Stull, Finance Director

APPROVAL OF AGENDA:

Motion Commissioner Weller to approve the Agenda as presented.

Second Vice Mayor James.

Motion carried 4 -0.

APPROVAL OF MINUTES:

Motion Commissioner Weller to approve the minutes of the September 8, 2016 Commission Meeting.

Second Vice Mayor James.

Motion carried 4-0.

CERTIFICATES OF APPRECIATION TO VOLUNTEERS LEDA CARRERO, CAROL PRATT AND HARRY PATTERSON FOR THE MEMORIAL GARDEN CONSTRUCTED AT THE HIGH SPRINGS FIRE DEPARTMENT.

Mayor Williams presented Certificates of Appreciation for Leda Carrero, Carol, Pratt, Harry Patterson Lowes of Alachua, Griffis Lumber, and Grandiflora for their contributions to the Memorial Garden Constructed at the High Springs Fire Department.

Commissioner Weller spoke of the many hours that Ms. Carrero has put into helping High Springs and all she has done for the community.

BUDGET

CONSIDER RESOLUTION 2016-X, A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA; DETERMINING THE AMOUNT OF AND FIXING THE FINAL RATE OF AD VALOREM TAXATION FOR FISCAL YEAR 2016/2017; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Attorney Walker read Resolution 2016-X in its entirety.

**Motion Commissioner Weller to approve Resolution 2016-X as read in its entirety.
Second Vice Mayor James.**

Roll Call:

**Mayor Williams-yes
Vice Mayor James-yes
Commissioner Jamison-yes
Commissioner Weller-yes**

Motion carried 4-0.

CONSIDER ORDINANCE 2016-08, AN ORDINANCE ADOPTING THE 2016/2017 FISCAL YEAR BUDGET OF THE CITY OF HIGH SPRINGS, FLORIDA; PROVIDING AN EFFECTIVE DATE

Attorney Walker read Ordinance 2016-08 in its entirety.

Mayor Williams opens the hearing for Public Input, with no one coming forward Mayor Williams closes the public hearing.

Commissioner Weller stated that she feels that the City Manager has addressed items that needed to be addressed.

Commissioner Jamison stated we are finally getting vehicles and equipment that we need, but we are not financing, which is important.

**Motion Commissioner Jamison to approve Ordinance 2016-08 as read by its entirety.
Second Commissioner Weller.**

Roll Call:

**Vice Mayor James-yes
Commissioner Jamison-yes
Commissioner Weller-yes
Mayor Williams-yes**

Motion carried 4-0.

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

Leda Carrero spoke of the citizens in the community that also helped with donations to make the Memorial Garden possible.

Jess Irby, running for Alachua County Clerk of Court, wanted to come and introduce himself and gave a background of his career.

NEW BUSINESS

**CONSIDER RESOLUTION 2016-W, A RESOLUTION SETTING THE MONTHLY SALARY
FOR THE OFFICE OF CITY COMMISSIONER AND MAYOR; PROVIDING AN EFFECTIVE
DATE.**

Attorney Walker read Resolution 2016-W by title only.

**Motion Commissioner Weller to approve Resolution 2016-W as read by title only.
Second Vice Mayor James.**

Mr. Booth stated it appears that it is an increase for the Commission, but it is just bringing it back to what it was in the past.

Roll Call:

**Commissioner Jamison- yes
Commissioner Weller- yes
Mayor Williams- yes
Vice Mayor James- yes**

Motion carried 4-0.

**CONSIDER RESOLUTION 2016-Y, A RESOLUTION INCREASING AND IMPLEMENTING
RATES FOR SOLID WASTE SERVICES, FOR COMMERCIAL CUSTOMERS TO REFLECT**

**WCA BILLING FOR COMMERCIAL CUSTOMERS; PROVIDING FOR CONFLICT;
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Attorney Walker read Resolution 2016-Y by title only.

Commissioner Jamison asked for clarification. Finance Director Stull stated this will offset what we pay WCA. She stated this makes it so we are not paying more to WCA than we collect from the customer.

**Motion Commissioner Weller to approve Resolution 2016-Y as read by title only.
Second Commissioner Jamison.**

Roll Call:

**Commissioner Jamison- yes
Commissioner Weller- yes
Mayor Williams- yes
Vice Mayor James- yes**

Motion carried 4-0.

**DISCUSSION ON REQUEST FOR PASSAGE OF A RESOLUTION REQUESTING THE
DEDICATION OF FUNDS FOR WATER CONSERVATION PROJECTS IN NORTH AND
CENTRAL FLORIDA.**

Nick Loffer, Stand up North Florida, thanked the commission for putting this on the agenda. He spoke of the need for the dedication of funds for Water Conservation Projects in North and Central Florida. He states that we need to send a message to the legislature. He would like for the commission to adopt the resolution to band together with the other communities in North and Central Florida.

Commissioner Weller asked if we could adopt the presented resolution. Attorney Walker stated that the Commission could adopt the presented resolution and he could read the resolution into the record with the City of High Springs information as needed.

Attorney Walker read Resolution 2016-Z as read by title only.

**Motion Commissioner Weller to approve Resolution 2016-Z as read into the record.
Second Vice Mayor James.**

Attorney Walker asked for clarification on the resolution and purchasing of land south of Lake Okeechobee. Mr. Loffer spoke of the Amendment One money being planned to be spent on the purchase of the property south of Lake Okeechobee.

Mr. Loffer stated they are trying to educate the public and local communities with Stand Up North Florida. Attorney Walker asked who funds or backs Stand Up North Florida. He states that they are Not-For-Profit Organization.

Commissioner Weller stated that if there is a concern with language of the Resolution, she is open to bring it back. She states that this is just trying to make sure the Amendment One money is spread evenly throughout the State.

Attorney Walker suggested the commission table and bring back at the next commission meeting, in order for staff to do more research.

Commissioner Weller withdrew original motion.

Motion Commissioner Weller to table this item until the next regular Commission Meeting, for staff to bring back additional information.

Second Vice Mayor James.

Gene Levine asked, if this goes through, what happens to the drinking water here. Mr. Loffer stated if there is an issue and funds are needed for a drinking water project, there would not be funds available.

Motion carried 4-0.

CONSIDER CODE BOARD MEMBER KRISTEN RUBIN'S REQUEST TO BE ASSIGNED TO THE PLAN BOARD.

Attorney Johnson stated that you have to have seven members on your Code Board, and there is a Code Board Meeting tomorrow, and if this is done tonight we would not have a seven member board for that meeting.

Motion Commissioner Weller to table item until next Commission Meeting.

Second Vice Mayor James.

Motion carried 4-0.

CONSIDER RETIREMENT/SURPLUS OF K-9 AGGIE AND AUTHORIZE THAT SHE BE GIVEN TO K-9 HANDLER ETHAN PRESNELL.

Chief Decoursey stated that Officer Presnell and Aggie have served our community well. He presented a plaque to Officer Presnell and Aggie for their dedication and service.

CITY ATTORNEY REPORT/UPDATE

Nothing at this time.

CITY MANAGER REPORT/UPDATE

Advised that the Recreation Director has found a matching grant for Walter Howard Park to go along

with the FRDAP Grant.

Advised that there is a Code Enforcement Board Meeting tomorrow.

Advised we will need to sell the house the City has obtain soon, and we can use this money to help with dilapidated homes in the community.

COMMENTS AND CONCERNS:

COMMISSIONERS:

Commissioner Jamison- Nothing at this time.

Commissioner Weller- Advised that there are no smoke detectors or fire alarms in City Hall. She stated that she would like to have this looked into and for the City to install fire alarms where city employees work or the citizens may be present.

Vice Mayor James- Spoke of getting calls at the Chamber about handicap accessible hotels, or places to stay. She stated she called around and only the Econo Lodge in Alachua has two rooms.

MAYOR:

Questioned if the trash issue got resolved. Mrs. Parham stated that she did receive a response and the company is working on the issue.

Announced that October 23rd he will be getting married at a private ceremony and they will have a reception at the Civic Center.

Motion Commissioner Weller to adjourn.

Second Vice Mayor James.

Mayor Williams adjourned the meeting at 7:35 p.m.



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

SUBJECT: DISCUSSION ON REQUEST FOR PASSAGE OF A RESOLUTION REQUESTING THE DEDICATION OF FUNDS FOR WATER CONSERVATION PROJECTS IN NORTH AND CENTRAL FLORIDA.

AGENDA SECTION: CONTINUED BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION:

Summary

THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 10, 2016 MEETING TO ALLOW STAFF TO BRING BACK FURTHER INFORMATION.

ATTACHMENTS: EMAIL/PROPOSED RESOLUTION

REVIEWED BY CITY MANAGER: 

Fw: Stand Up for North Florida Water

Sue Weller

Sat 9/3/2016 3:22 PM

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

1 attachments (88 KB)

NorthFLCityResolution.pdf;

Jenny:

Please forward this to the City Commission, not sure if this went to them already. Also, please place this on the Agenda for the next meeting for discussion.

Thank you.

Sue Weller

Please Note:

Florida has a very broad public records law. Most written communication, including e-mail addresses, to or from a City Official or employee regarding City business are public records available to the public and Media upon request. Your e-mail communication may be subject to public disclosure, even if the communication is to or from what you might consider a private e-mail address.

From: Nick Loffer <standupnorthfl@gmail.com>

Sent: Wednesday, August 31, 2016 4:42 PM

Subject: Stand Up for North Florida Water

Dear Council Members,

Today, we have launched Stand Up North Florida, an effort that aims to educate and mobilize the residents of North and Central Florida about protecting North Florida's water resources that are not only an essential component of our tourism economy but are also vital to providing fresh, clean drinking water for our communities.

As part of our effort, we have drafted a resolution that we would like you to consider proposing and passing. This resolution will make clear to the Florida Cabinet and Legislature that the City of High Springs is making water protection a priority and expects fair and equal funding from the Land Acquisition Trust Fund for important projects.

Unfortunately, there has been a recent proposal that, if approved, would put North and Central Florida's water conservation funding at risk! This proposal, to spend more than billions buying land in South Florida, will leave the majority of springs, rivers, and other bodies of water in your backyard without funding they deserve. Even worse, experts say the proposal will not solve South Florida's problems.

9/15/2016

Fw: Stand Up for North Florida Water - Jenny Parham

Together, we can stand up and protect North Florida's waters, and guarantee all of our state conservation funding is not funneled to South Florida.

Please consider proposing and passing the attached resolution and send the message that protecting North and Central Florida's waters matters!

Thank you for your consideration. Please contact me to discuss this resolution further or with any questions.

Best,

Nick Loffer

Stand Up North Florida
850-570-1662

www.StandUpNorthFL.com

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RESOLUTION #: _____

A RESOLUTION OF THE _____ COMMISSION OF THE CITY/COUNTY OF _____, FLORIDA URGING THE FLORIDA LEGISLATURE AND CABINET TO DEDICATE CONSERVATION FUNDS FOR WATER CONSERVATION PROJECTS IN THE ENVIRONMENTALLY SENSITIVE AREAS OF NORTH AND CENTRAL FLORIDA, AND OPPOSE ANY EFFORTS TO USE STATE CONSERVATION FUNDS TO PURCHASE FARM LANDS SOUTH OF LAKE OKEECHOBEE FOR WATER STORAGE.

WHEREAS, the Florida Water and Land Conservation Amendment was passed favorably by seventy-five percent of Florida voters, providing a guaranteed revenue source of conservation funds for the purpose protecting all of Florida's vital water resources;¹ and

WHEREAS, with forty percent of Florida's acreage covered by water, including more than 1,000 natural springs, 27,561 miles of rivers and streams, and 1.6 million acres of lakes, reservoirs and ponds,² Florida's water is one of its most unique and important features; and

WHEREAS, the Florida Department of Environmental Protection has found that eighty percent of Florida's lakes and seventy percent of Florida's springs are considered "impaired" by excessive levels of nutrients like nitrogen and phosphorus;³ and

WHEREAS, North and Central Florida are home to seventy percent of Florida's river watersheds,⁴ the majority of Florida's springs,⁵ and provides nearly all of the recharge to the Floridan aquifer;⁶ and

WHEREAS, it is of statewide importance to ensure clear-water systems like the freshwater springs, lakes and rivers throughout North and Central Florida are protected from excessive nutrient impairment; and

WHEREAS, the Legislature should fund and finish existing water improvement programs across Florida to prevent delays that would unnecessarily jeopardize nutrient reduction programs, best management practices, & other restorative efforts that are working;⁷ and

WHEREAS, in 2016 the Everglades and southern estuaries received 380 percent, or 4.8 times, more Land Acquisition Trust Fund (Amendment 1) funding than statewide springs protection did;⁸ and

WHEREAS, a supermajority of conservation funding should not be dedicated to one project or Water Management district, and it is essential that no one project jeopardize funding for other essential projects and priorities across Florida; and

WHEREAS, purchasing land south of Lake Okeechobee for water storage does not guarantee the prevention of algae blooms and other environmental incidents in the St. Lucie and Caloosahatchee rivers, and does nothing to address the sources of water contamination that are being seen across the state;⁹ and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION/COUNCIL OF THE _____ (City/County), FLORIDA that:

Section 1: The _____ (commission or council) of _____ (local government) hereby urges the Florida Legislature and Cabinet to dedicate conservation funds allocated through the Land Acquisition Trust Fund each year for water conservation projects in the environmentally sensitive areas of North and Central Florida.

Section 2: The _____ (commission or council) of the _____ (local government) hereby urges the Florida Legislature and Cabinet to oppose any proposal to use state conservation funds to purchase farm lands south of Lake Okeechobee for water storage.

Section 3: The commission / council hereby authorizes the City or County Clerk to transmit this Resolution to the Florida Legislature and Cabinet.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2016.

Chairman or Mayor or designee

(SEAL)

ATTEST:

City or County Clerk

¹ [Ballotpedia](#)

² 2016 Florida Department of Environmental Protection [Annual Report](#), page 20

³ 2016 Florida Department of Environmental Protection [Annual Report](#), page 22

⁴ Florida Department of Environmental Protection [Watershed Management](#)

⁵ Florida Department of Environmental Protection [Springs Initiative Monitoring Report](#), page 2

⁶ [USGS](#)

⁷ [2016 South Florida Water Report](#) - SFWMD

⁸ [2016 General Appropriations Act](#)

⁹ South Florida Water Management District [Myth vs. Fact](#) & page 51 of 2016 Florida Department of Environmental Protection [Annual Report](#)



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

SUBJECT: CONSIDER CODE BOARD MEMBER KRISTEN RUBIN'S REQUEST TO BE ASSIGNED TO THE PLAN BOARD.

AGENDA SECTION: CONTINUED BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION:

Summary

THIS ITEM WAS CONTINUED FROM THE SEPTEMBER 10, 2016 MEETING.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: 



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

SUBJECT: DISCUSSION ON IMPACT FEE ORDINANCE AND WHEN FEES ARE TO BE PAID.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION:

Summary

THE CITY MANAGER PLACED THIS ITEM ON THE AGENDA TO DISCUSS THE IMPACT FEE ORDINANCE WHICH REQUIRES IMPACT FEES TO BE PAID PRIOR TO CONNECTION.

ATTACHMENTS: ARTICLE II AND ARTICLE III OF ORDINANCE 2013-05.

REVIEWED BY CITY MANAGER: _____

A handwritten signature in black ink, appearing to be "JLB", written over a horizontal line.

ARTICLE II

SEWER SYSTEM IMPACT FEES

SECTION 2.01. IMPOSITION.

A. All Sewer System Impact Development occurring within the City's Service Area shall pay a Sewer System Impact Fee of \$__\$2120___per ERC.

B. The Sewer System Impact Fee shall be paid in addition to all other fees, charges and assessments due for the connection to the Sewer System and is intended to provide funds only for the consumption of existing facility capacity or for growth necessitated improvements and additions to the Sewer System.

C. In the event a connection is not a single-family home (i.e. ERC) as defined in the Sewer Impact Fees above, the City shall determine the appropriate Sewer System Impact Fee based upon the estimated wastewater production in gallons per day for the type of Building or Development use as calculated utilizing the Florida Department of Health Rule 64E-6, Florida Administrative Code (F.A.C.) Table 1.

SECTION 2.02. PAYMENT.

A. Except as otherwise provided in this Ordinance, prior to any connection to the Sewer System, all Applicants or Owners, as the case may be, shall pay the Sewer System Impact Fee as set forth in Section 2.01 directly to the City.

B. The obligation for payment of the Sewer System Impact Fee and the benefits derived therefrom shall run with the land.

C. The terms of any installment payment plan relating to the Sewer System Impact Fee shall be established pursuant to a subsequent resolution of the City.

SECTION 2.03. USE OF MONIES.

A. The City Commission hereby confirms the establishment of a separate trust account for the Sewer System Impact Fees, which shall be maintained separate and apart from all other accounts of the City. All such Sewer System Impact Fees shall be deposited into such trust account immediately upon receipt.

B. The monies deposited into the Sewer System Impact Fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the Sewer System, including, but not limited to:

1. Design or construction plan preparation;
2. Construction management and inspection;
3. Capital Construction Costs;
4. Reimbursement of excess Developer Contribution credit pursuant to Section 4.05; and
5. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds

to construct or acquire growth impacted capital improvements to the Sewer System.

C. Funds on deposit in the Sewer System Impact Fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.

D. The monies deposited into the Sewer System Impact Fee trust account shall be used solely for reimbursement for the consumption of existing facility capacity by Sewer System Impact Development or to provide improvements and additions to the Sewer System required by growth, generated by Sewer System Impact Development.

E. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the City. All income derived from such investments shall be deposited in the Sewer System Impact Fee trust account and used as provided herein.

SECTION 2.04. ALTERNATIVE SEWER SYSTEM IMPACT FEE.

A. In the event an Applicant believes that the impact to the Sewer System caused by the Building and/or Development is less than the impact established in the Impact Fee Study and the fees provided in Section 2.01 hereof, such Applicant may, prior to physical connection to the Sewer System, file an Alternative Sewer System Impact Fee Study with the City. The City Manager shall review the

alternative calculations and make a determination within sixty (60) days of submittal as to whether such calculations comply with the requirements of this Section.

B. For purposes of any Alternative Sewer System Impact Fee calculation, the Building and/or Development shall be presumed to have the maximum impact on the Sewer System.

C. The Alternative Sewer System Impact Fee calculation shall be based on data, information or assumptions contained in this Ordinance and the Impact Fee Study or independent sources, provided that:

(1) The independent source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the Impact Fee Study; or

(2) The independent source is a local study supported by a data base adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the Impact Fee Study.

D. If the City Manager determines that the data, information and assumptions utilized by the Applicant comply with the requirements of this Section and that the calculation of the Alternative Sewer System Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then

the Alternative Sewer System Impact Fee shall be paid in lieu of the fees adopted in Section 2.01 hereof.

E. If the City Manager determines that the data, information and assumptions utilized by the Applicant to compute an Alternative Sewer System Impact Fee do not comply with the requirements of this Section, then the City Manager shall provide to the Applicant by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

ARTICLE III

WATER SYSTEM CAPACITY IMPACT FEES

SECTION 3.01. IMPOSITION.

A. All Water System Impact Development occurring within the City's Service Area shall pay a Water System Impact Fee of \$ \$250 per ERC.

B. The Water System Impact Fee shall be paid in addition to all other fees, charges and assessments due for the connection to the Water System and is intended to provide funds only for the consumption of existing facility capacity or for growth necessitated improvements and additions to the Water System.

C. In the event a connection is not a single-family home (i.e. ERC) as defined in the Water System Impact Fees above, the City shall determine the appropriate Water Impact Fee based upon the estimated water production in gallons per day for the type of Building or Development use as calculated utilizing the Florida Department of Health Rule 64E-6, Florida Administrative Code (F.A.C.) Table 1.

SECTION 3.02. PAYMENT.

A. Except as otherwise provided in this Ordinance, prior to any connection to the Water System, all Applicants or Owners, as the case may be, shall pay the Water System Impact Fee as set forth in Section 3.01 directly to the City.

B. The obligation for payment of the Water System Impact Fee and the benefits derived therefrom shall run with the land.

C. The terms of any installment payment plan relating to the Water System Impact Fee shall be established pursuant to a subsequent resolution of the City.

SECTION 3.03. USE OF MONIES.

A. The City Commission hereby confirms the establishment of a separate trust account for the Water System Impact Fees, which shall be maintained separate and apart from all other accounts of the City. All such Water System Impact Fees shall be deposited into such trust account immediately upon receipt.

B. The monies deposited into the Water System Impact Fee trust account shall be used solely for the purposes of reimbursement for the consumption of existing facility capacity by growth or providing growth necessitated capital improvements and additions to the Water System, including, but not limited to:

1. Design or construction plan preparation;
2. Construction management and inspection;
3. Capital Construction Costs;
4. Reimbursement of excess Developer Contribution credit pursuant to Section 4.05; and
5. Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds

to construct or acquire growth impacted capital improvements to the Water System.

C. Funds on deposit in the Water System Impact Fee trust account shall not be used for any expenditure that would be classified as a maintenance or repair expense.

D. The monies deposited into the Water System Impact Fee trust account shall be used solely for reimbursement for the consumption of existing facility capacity by Water System Impact Development or to provide improvements and additions to the Water System required by growth, generated by Water System Impact Development.

E. Any funds on deposit which are not immediately necessary for expenditure shall be invested by the City. All income derived from such investments shall be deposited in the Water System Impact Fee trust account and used as provided herein.

SECTION 3.04. ALTERNATIVE WATER SYSTEM IMPACT FEE.

A. In the event an Applicant believes that the impact to the Water System caused by the Building and/or Development is less than the impact established in the Impact Fee Study and the fees provided in Section 3.01 hereof, such Applicant may, prior to physical connection to the Water System, file an Alternative Water System Impact Fee Study with the City. The City Manager shall review the

alternative calculations and make a determination within sixty (60) days of submittal as to whether such calculations comply with the requirements of this Section.

B. For purposes of any Alternative Water System Impact Fee calculation, the Building and/or Development shall be presumed to have the maximum impact on the Water System.

C. The Alternative Water System Impact Fee calculation shall be based on data, information or assumptions contained in this Ordinance and the Impact Fee Study or independent sources, provided that:

(1) The independent source is a generally accepted standard source of planning information and cost impact analysis performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the Impact Fee Study; or

(2) The independent source is a local study supported by a data base adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and cost impact analysis which is consistent with the Impact Fee Study.

D. If the City Manager determines that the data, information and assumptions utilized by the Applicant comply with the requirements of this Section and that the calculation of the Alternative Water System Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then

the Alternative Water System Impact Fee shall be paid in lieu of the fees adopted in Section 3.01 hereof.

E. If the City Manager determines that the data, information and assumptions utilized by the Applicant to compute an Alternative Water System Impact Fee do not comply with the requirements of this Section, then the City Manager shall provide to the Applicant by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

SUBJECT: CONSIDER APPROVAL OF VOLUNTARY COOPERATION AND OPERATIONS ASSISTANCE MUTUAL AID AGREEMENT WITH COLUMBIA COUNTY SHERIFF'S OFFICE.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: POLICE

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION: APPROVAL OF AGREEMENT.

Summary

THE CITY COMMISSIONER WILL CONSIDER A MUTUAL AID AGREEMENT WITH COLUMBIA COUNTY SHERIFF'S OFFICE.

ATTACHMENTS: MUTUAL AID AGREEMENT

REVIEWED BY CITY MANAGER:  _____



Sheriff Mark Hunter

COLUMBIA COUNTY SHERIFF'S OFFICE

4917 US Hwy. 90 East • Lake City, Florida 32055-6288
www.columbiasheriff.org

September 23, 2016

Chief Joel DeCoursey
High Springs Police Department
P.O. Box 1008
High Springs, FL 32655

Chief DeCoursey:

Please find the enclosed mutual aid agreement for your review and appropriate signatures. Should you have any questions or concerns you would like to discuss, please feel free to call me at 386-758-1104.

Sincerely,


Mark Hunter
Sheriff
Columbia County, FL

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT**

**City of High Springs
Columbia County Sheriff's Office**

Executive Summary of Intent and Purpose

It is the intent and purpose of this agreement for the Sheriff of Columbia County, Florida and through his Deputies to bestow upon certain sworn members of the High Springs Police Department the authority to address crimes that are occurring within their presence. More particularly, between, and on behalf of, the Sheriff and the Chief of Police, this agreement provides for voluntary assistance; operational assistance; procedures for requesting assistance; for the handling of conflicts and complaints; command and supervisory responsibilities; powers, privileges, immunities and costs; duties and liability issues; forfeiture issues; cancellation; and an expiration date.

WITNESSETH

WHEREAS, the High Springs Police Department (HSPD) and the Columbia County Sheriff's Office (CCSO) are so located in relation to each other that it is to the advantage to each that the Sheriff of Columbia County wishes to establish mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens: and,
- (2) Intensive situations, including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes: and,

WHEREAS, the City of High Springs and the Sheriff of Columbia County have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines: and,
- (2) Provides for rendering of assistance in a law enforcement emergency.

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

The City of High Springs and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the High Springs Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily limited to, violent crimes, vice

crimes, controlled substances violations, crime enforcement, DUI violations, joint investigations, and, with backup services during patrol activities.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

The City of High Springs and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the High Springs Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, protest demonstrations, aircraft disasters, fires, hurricanes, tornados or other weather-related crisis, sporting events, concerts, parades, escapes from detention facilities, and incidents deemed relevant and requiring enforcement action, or the utilization of specialized units.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that the Chief of Police, City of High Springs, or the Sheriff of Columbia County or their designees are in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency whose assistance is sought. An agency supervisor shall evaluate the situation and respond in a manner deemed appropriate.

If the Sheriff's Office is in need of immediate assistance from the High Springs Police Department, the request is deemed by the Sheriff to be an authorized request under this agreement if it is transmitted through any member of the Sheriff's Office to the High Springs Police Department. The on-scene Sheriff's Office supervisor will determine for how long assistance is authorized and for what purposes the authority is granted. Authority granted to the High Springs Police Department under this agreement may be granted either verbally or in writing and is further described as follows:

Any police officer who is a current, full-time member of the High Springs Police Department is on duty with the High Springs Police Department and finds himself/herself within Columbia county yet outside the corporate limits of the City of High Springs, and a violation of Florida Statutes occurs in his/her presence, including traffic violations, and, for overall safety of the community, immediate enforcement action is indicated, he/she shall be temporarily empowered, under this Mutual Aid Agreement, to take action, as necessary, in accordance with Florida Statutes. Should enforcement action be taken under this paragraph, the police officer shall notify the Columbia County Sheriff's Office and upon the latter's arrival, relinquish primary authority and responsibility for any further action to be taken to the arriving deputy or deputies. The High Springs Police Department officer shall offer any assistance that may be needed and shall prepare a report documenting the event and the action taken. This provision is intended to primarily address critical, life-threatening or public safety situation, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter. The on-duty Sheriff's Office supervisor shall have the responsibility to ensure that Sheriff's Office policy and procedure standards are met. The police officer's immediate supervisor shall be informed during the formulation of any follow-up actions or decisions.

- A. The entire corporate limits of the City of High Springs lie outside the statutory boundaries of Columbia County but within statewide FSA Mutual Aid Agreement and has been coordinated with the Alachua County Sheriff; therefore, if the High Springs Police Department is in need of immediate assistance from the Columbia County Sheriff's Office, any request for assistance is deemed to be authorized by both Florida Statutes and this agreement.
- B. There are no provisions in this agreement intended to authorize any additional jurisdictional authority to any, volunteer, or auxiliary member.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The Chief of Police of the High Springs Police Department, or his/her designee, shall designate the personnel and equipment that are assigned by the Police Department for established joint operations. The High Springs Police Department supervising officer shall be under the supervision and command of the Sheriff of Columbia County or his designee during the time the assistance is being rendered.

SECTION V: CONFLICTS

Whenever a police officer, deputy sheriff or other member is rendering assistance pursuant to this agreement, the officer, deputy sheriff or member shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order with a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall temporarily control and supersede the direct order.

SECTION VI: HANDLING COMPLAINTS

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the initial documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and,
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency shall conduct a review of the complaint to determine if any factual basis for the complaint exists and/or agency's policies or procedures.

SECTION VII: LIABILITY

Subject to the provisions of Section 768.28, Florida Statutes, the City of High Springs and the Sheriff of Columbia County each agrees to assume responsibility for the acts, omissions, or conduct of their own members while engaged in rendering aid pursuant to this agreement.

SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- A. Members of the High Springs Police Department, who are authorized by this agreement and when actually engaging in mutual cooperation and assistance with the Columbia County Sheriff's Office and outside the jurisdictional limits of the City of High Springs but inside Columbia County, shall, under the terms of this agreement and pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the City of High Springs.
- B. The City of High Springs and the Sheriff of Columbia County each agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as set forth above provided, however, that neither shall be required to deplete unreasonable its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Either member who furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. Either member who furnished personnel pursuant to this agreement shall compensate its appointee/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of a member of the High Springs Police Department when performing duties within the city apply to the member to the same degree, manner, provisions of this mutual aid agreement.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency.
- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto the other.

SECTION IX: LIABILITY INSURANCE

Each party shall maintain and be able to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.25(16)(a), Florida Statutes.



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

SUBJECT: CONSIDER APPROVAL OF INTERLOCAL AGREEMENT FOR MAINTENANCE AND OPERATIONS OF TRAFFIC SIGNAL, SCHOOL BEACONS WITH THE CITY OF GAINESVILLE.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION: APPROVAL OF AGREEMENT.

Summary

THE CITY COMMISSIONER WILL CONSIDER AN INTERLOCAL AGREEMENT WITH THE CITY OF GAINESVILLE FOR THE MAINTENANCE AND OPERATIONS OF TRAFFIC SIGNAL AND SCHOOL BEACONS.

ATTACHMENTS: AGREEMENT

REVIEWED BY CITY MANAGER: 

INTERLOCAL AGREEMENT FOR MAINTENANCE and OPERATIONS of
TRAFFIC SIGNAL, SCHOOL BEACONS and ITS DEVICES

This Interlocal Agreement entered this ____ day of _____, 2016 by and between the CITY OF GAINESVILLE, FLORIDA, ("GAINESVILLE") and the CITY [TOWN] OF HIGHSPRINGS ("HIGHSPRINGS").

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

WHEREAS, GAINESVILLE has the ability to operate and maintain traffic signals, school beacons, and other related ITS (Intelligent Transportation System) Devices in various incorporated communities in Alachua County, and

WHEREAS, HIGHSPRINGS is an incorporated community in Alachua County and has requested GAINESVILLE continue to provide these repairs and services; NOW, THEREFORE, GAINESVILLE and HIGHSPRINGS hereby agree as follows:

I. **TERM**

This agreement shall become effective on October 1, 2016. Thereafter, this agreement shall renew for successive one-year terms until amended or terminated as provided in this agreement.

II. **SCOPE OF SERVICES**

A. **Operation and Maintenance**

GAINESVILLE shall operate and maintain the Traffic Signals, School Beacons and ITS 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.

B. Preventive Maintenance

GAINESVILLE will perform necessary preventive maintenance on the traffic signals, school beacons, and ITS Devices for HIGHSPRINGS on an annual basis, and submit a preventative maintenance report consistent with reporting requirements of the State of Florida Department of Transportation, TRAFFIC SIGNAL MAINTENANCE and COMPENSATION AGREEMENT.

C. Emergency and Extraordinary Repairs

Upon request from the Chief Administrative Officer or designee of HIGHSPRINGS, the GAINESVILLE Public Works Department, Traffic Operations Division, may provide emergency and extraordinary repair service for the traffic signals, school beacons and other related ITS (Intelligent Transportation System) Devices within HIGHSPRINGS. The GAINESVILLE Traffic Operations Manager or designee shall make determinations regarding the priority of emergency services, extraordinary repairs under this Agreement.

D. Additional Traffic Operations Services

Upon request from the Chief Administrative Officer or designee of HIGHSPRINGS, the GAINESVILLE Public Works Department, Traffic Operations Division may provide additional traffic operations services. These services include, but are not limited to, pavement marking activities and street sign fabrication and installation.

D. Service Locations

Attachment A lists the locations of traffic signals, school beacons, and other related ITS (Intelligent Transportation System) devices that are covered in this agreement. This list has been aligned to reflect a similar format of State of Florida Department of Transportation, traffic signal maintenance and compensation agreement, exhibit A.

Attachment A should be updated or amended annually by GAINESVILLE and HIGHSPRINGS, and may be updated or amended as needed to reflect new traffic signals, school beacons, and other related ITS (Intelligent Transportation System) Devices that may come online as development occurs.

III. COSTS

A. Cost Basis Fixed Rate

The cost for operation and maintenance is shown in Attachment B. This cost will be aligned to the State of Florida Department of Transportation, TRAFFIC SIGNAL MAINTENANCE and COMPENSATION AGREEMENT, Unit Compensation Rates per Intersection on the State Highway System, Exhibit B.

GAINESVILLE shall offer discounted rates of 50 percent to HIGHSPRINGS, on the basis of published rates as of the State of Florida Department of Transportation, TRAFFIC SIGNAL MAINTENANCE and COMPENSATION AGREEMENT, Unit Compensation Rates per Intersection on the State Highway System, Exhibit B, in order to achieve efficient use of government resources and provide mutual advantage of regional traffic control.

B. Cost Basis for Service Calls, and other request

Each Service call requiring a field visit from any GAINESVILLE Traffic Signal Technician shall be charged at one twenty-fourth (1/24) of the published rates as shown under Exhibit B, and will include standard operation and maintenance activities as needed.

Other request requiring a GAINESVILLE operator, engineer, or TMS personnel from central TMS (Traffic Management Center) shall be charged at one forty-eighth (1/48) of the published rates as shown under Exhibit B.

The sum of all cost at any particular location for standard operation and maintenance shall not exceed the full (100%) rate of State of Florida Department of Transportation, TRAFFIC SIGNAL MAINTENANCE and COMPENSATION AGREEMENT Unit Compensation Rates per Intersection on the State Highway System, Exhibit B.

C. Extraordinary and Emergency Repair.

Other costs associated with traffic signals, school beacons and other ITS Devices are not included in the flat rate. Performance of these activities will require written approval by GAINESVILLE and HIGHSPRINGS with respect to scope of work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to HIGHSPRINGS. HIGHSPRINGS shall then notify GAINESVILLE, in writing, prior to the start of any activities. Examples of extraordinary and emergency repairs are listed in attachment C.

D. Additional Traffic Operations Services

Costs for the pavement marking activities, street sign fabrication and installation, minor construction activities and other transportation services shall be based on the actual cost of the service. Performance of these activities will require written approval by GAINESVILLE and HIGHSPRINGS with respect to the scope of the work and charges for the work. Upon receipt of a written request for these activities, GAINESVILLE shall provide a written estimate, including appropriate overhead charges, to HIGHSPRINGS. HIGHSPRINGS shall then notify GAINESVILLE, in writing, prior to the start of any activities.

IV. PAYMENTS

GAINESVILLE will invoice HIGHSPRINGS for services rendered calculated as described in paragraph III, and HIGHSPRINGS agrees to pay the invoice within 30 days from the date of invoice. Payments shall be mailed or delivered to the Office of the City of Gainesville's Finance Department, MS 47, PO Box 490, Gainesville, Florida 32602 or via EFT indicating the invoice number.

Charges for service calls will be billed a quarterly basis.

V. CONTACTS

GAINESVILLE Traffic Operations Manager or designee shall be the representative of GAINESVILLE on all matters pertaining to this Agreement and _____ will be the representative for HIGHSPRINGS. Except as otherwise provided herein, any notice, acceptance, request, or approval from either party to the other shall be in writing.

GAINESVILLE'S representative and HIGHSPRINGS's representative are:

GAINESVILLE: Emmanuel Posadas
Traffic Operations Manager
posadasep@cityofgainesville.org
Post Office Box 490 -MS 58 Gainesville, Florida 32602

HIGHSPRINGS: _____
City Manager or Chief Administrator or Designee
Email: _____
Address: _____

VI. TERMINATION

GAINESVILLE and HIGHSPRINGS shall have the right to terminate this Agreement with or without cause upon 30 days' written notice, by certified mail, to the representatives set forth above.

VII. LIABILITY AND DISCLAIMER OF WARRANTY

To the extent not prohibited or limited by law, GAINESVILLE assumes any and all risks of personal injury and property damage attributable to the negligent acts or negligent omissions of GAINESVILLE and its officers, employees, servants and agents thereof while acting within the scope of their employment by GAINESVILLE. Provided, however, GAINESVILLE does not waive its sovereign immunity under Section 768.28, Florida Statutes. Notwithstanding the foregoing, GAINESVILLE expressly disclaims any liability

for personal injury or property damage sustained by third parties arising from the GAINESVILLE'S performance or lack of performance under this Agreement.

To the extent not prohibited or limited by law, HIGHSPRINGS assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of HIGHSPRINGS and its officers, employees, servants and agents thereof while acting within the scope of their employment by HIGHSPRINGS. Provided, however, HIGHSPRINGS does not waive its sovereign immunity under Section 768.28, Florida Statutes.

It is specifically understood and agreed that GAINESVILLE shall have no responsibility or liability for any claims or damages incurred as a result of the failure, neglect, or omission of HIGHSPRINGS to promptly notify GAINESVILLE when HIGHSPRINGS receives notice or has either actual or constructive knowledge of any and all problems, complaints, defects, imperfections, malfunctions, or failings of the traffic regulation equipment, signs, or signals, or any required repairs, replacement of maintenance of the traffic regulation equipment, signs, or signals provided under the terms of the Agreement. Further, GAINESVILLE makes no warranty (express or implied) for the work performed pursuant to this Agreement.

Neither GAINESVILLE nor HIGHSPRINGS 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.

VIII. SOVEREIGN IMMUNITY

GAINESVILLE and HIGHSPRINGS agree that nothing contained in this Agreement shall be interpreted as a waiver of GAINESVILLE or HIGHSPRINGS's sovereign immunity under Florida Statutes 768.28.

IX. AMENDMENT

Any change or modification to this Agreement shall be in writing and executed by both parties.

X. FILING OF AGREEMENT

HIGHSPRINGS, upon execution of this Agreement, shall file this Agreement and any subsequent amendments hereto, with the Clerk of the Circuit Court in the official records of Alachua County, as required by Section 163.01 (11), Florida Statutes.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the parties with reference to the project and supersedes any and all prior communications, discussions, negotiations, understanding, or agreements. This Agreement may only be changed or amended by mutual written agreement.

XII. SEVERABILITY AND NON-WAIVER

If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other provision, and shall not be construed as a modification of the terms of this Agreement.

XIII. SUCCESSORS AND ASSIGNS

Neither party shall assign its rights hereunder, nor shall it delegate any of its duties hereunder without the written consent of the other party. This Agreement shall be binding on each party hereto, its successors, assigns and legal representatives.

XIV. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of either party, nor shall it be construed as giving any right or benefit hereunder to anyone other than HIGHSPRINGS or GAINESVILLE.

XV. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

XVI. PROJECT RECORDS

All records relating in any manner whatsoever to the Agreement, which are in the possession of GAINESVILLE or its consultants, shall be made available to HIGHSPRINGS for inspection and copying upon written request of HIGHSPRINGS, and shall be kept for a period of three years after the completion of all work to be performed. Additionally, said records shall be made available, upon request by HIGHSPRINGS, to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records.

XVII. FUNDING LIMITATION

The obligations of either party as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential city services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the parties shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the parties pursuant to this Agreement.

XVIII. RESOLUTION OF DISPUTE

If the parties are unable to resolve any issue in which they may be in disagreement or in the event of default, such dispute will be resolved in accordance with Chapter 164 Florida Statutes, entitled the "Florida Governmental Conflict Resolution Act."

XIX. GOVERNING LAW AND VENUE

This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County, Florida.

ATTEST:

[CITY/TOWN] of HIGHSPRINGS

By: _____

GAINESVILLE Clerk

Date: _____

WITNESS:

GAINESVILLE OF GAINESVILLE

By: _____

By: _____

Title: _____

Date: _____

**ATTACHMENT A – SERVICE LOCATIONS
CITY OF HIGHSRINGS**

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

Type of Installation	Location
Traffic Signal	US 441 & County Road 236
Traffic Signal	SR 20 & County Road 236
School Flasher	Middle School County Road 236 (2)

**ATTACHMENT B
CITY OF HIGHSRINGS TRAFFIC ENGINEERING SERVICES
AGREEMENT FY 2016/2017 COST DETERMINATION FOR PREVENTATIVE
SIGNAL MAINTENANCE & ROUTINE REPAIR**

Cost for FY 2016-17

(2) Traffic Signal at \$1565.5 each =	\$3,131
(1) Pedestrian flashing beacon (school flashers) at \$313 each =	\$313
Total Annual Cost	\$3,444
Total Cost FY2016-17	\$3,444

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

ATTACHMENT C

EXAMPLES OF EXTRAORDINARY AND EMERGENCY REPAIR

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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**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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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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.



Commission Agenda Item Request Form

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

MEETING DATE: OCTOBER 13, 2016

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

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: JENNY L. PARHAM

RECOMMENDED ACTION:

Summary

HISTORICALLY THE COMMISSION HAS CHANGED THE NOVEMBER AND DECEMBER MEETING DATES TO AVOID CONFLICTS WITH THE HOLIDAYS OF THANKSGIVING AND CHRISTMAS. IT IS RECOMMENDED TO HOLD THE NOVEMBER MEETINGS ON THE 17TH AND 29TH AND HAVE ONE MEETING IN DECEMBER ON THE 8TH.

ATTACHMENTS: CALENDAR OF PROPOSED MEETING DATES.

REVIEWED BY CITY MANAGER: _____

A handwritten signature in black ink, appearing to be "JFB", written over a horizontal line.



November 2016

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		1	2	3 CRA MEETING 6:30	4	5
6	7	8 ELECTION DAY	9	10 CITY HALL CLOSED FOR VETERANS DAY	11 VETERANS DAY	12
13	14	15	16	17 COMMISSION MEETING 6:30	18	19
20	21	22	23	24 THANKSGIVING CITY HALL CLOSED	25	26
27	28	29 COMMISSION MEETING 6:30	30			

Notes

CHANGE MEETING DATES DUE TO HOLIDAYS



December 2016

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
				1 CRA MEETING 6:30	2	3
4	5	6	7	8 COMMISSION MEETING 6:30	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24 CHRISTMAS EVE
25 CHRISTMAS	26 CITY HALL CLOSED	27	28	29	30	31

Notes

CANCEL 2ND MEETING IN DECEMBER