

23718 W US HWY 27
High Springs, Florida 32643



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

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

NOVEMBER 16, 2023

6:30 PM

**MAYOR GLORIA JAMES
VICE MAYOR ROSS AMBROSE
COMMISSIONER TRISTAN GRUNDER
COMMISSIONER BYRAN WILLIAMS
COMMISSIONER KATHERINE WEITZ**

- (A) CALL TO ORDER AND ROLL CALL**
- (B) INVOCATION AND PLEDGE OF ALLEGIANCE**
- (C) APPROVAL OF AGENDA:**
- (D) APPROVAL OF CONSENT AGENDA:**
 - 1. MINUTES OF OCTOBER 26, 2023 COMMISSION MEETING**
- (E) SPECIAL PRESENTATIONS**
 - 1. PRESENTATION OF PAINTING BY TINA CORBETT**
 - 2. PRESENTATION OF PLAQUE TO ASSISTANT CITY MANAGER BRUCE GILLINGHAM**
- (F) UNFINISHED BUSINESS**
 - 1. DISCUSS, CONSIDER AND ACT ON A PROFESSIONAL SERVICES AGREEMENT WITH REDSPEED, FLORIDA, LLC FOR ABTRAFFIC SAFETY CAMERA PROGRAM IN THE SCHOOL ZONE.**

RE-ORGANIZATION

MAYOR JAMES ADJOURNS THE 2022/2023 CITY COMMISSION

COMMISSION COMMENTS

CITY CLERK ADMINISTERS OATH OF OFFICE TO:

***COMMISSIONER ANDREW MILLER
COMMISSIONER STEVEN TAPANES***

CITY MANAGER CALLS TO ORDER THE 2023/2024 CITY COMMISSION.

ROLL CALL BY CITY CLERK OF THE 2023/2024 CITY COMMISSION.

CITY MANAGER ACCEPTS NOMINATIONS AND ELECT MAYOR.

MAYOR ASSUMES CHAIR.

MAYOR ACCEPT NOMINATIONS AND ELECT VICE-MAYOR.

NEW ELECTED COMMISSIONER COMMENTS

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

COMMISSIONER RESPONSE

- (H) NEW BUSINESS**

- 1. DISCUSS, CONSIDER AND ACT ON APPOINTING CHAIR AND VICE-CHAIR TO THE CRA BOARD.**
- 2. DISCUSS, CONSIDER AND ACT ON APPOINTING/REAPPOINTING MEMBERS TO VARIOUS CITY BOARDS AND COMMITTEES.**
- 3. DISCUSS, CONSIDER AND ACT ON AUTHORIZING THE FOLLOWING PERSONNEL TO SIGN CHECKS AND INVESTMENT DOCUMENTS IN COMPLIANCE WITH SECTION 2-97 OF THE HIGH SPRINGS CODE OF ORDINANCES: MAYOR, VICE MAYOR, CITY MANAGER AND CITY CLERK.**
- 4. DISCUSS, CONSIDER AND ACT ON FY 2022 CITY AUDIT (JAMES MOORE & CO.).**
- 5. DISCUSS, CONSIDER AND ACT ON FY 2022 CRA AUDIT (JAMES MOORE & CO.).**

- 6. DISCUSS, CONSIDER AND ACT ON FY 2024 RATES**
 - A. WATER**
 - B. SEWER**
 - C. SOLID WASTE RATES**
- 7. DISCUSS, CONSIDER AND ACT ON A TRAFFIC ENFORCEMENT CONTRACT WITH THE CINNAMON HILL'S ESTATE HOMEOWNER'S ASSOCIATION.**
- 8. DISCUSS, CONSIDER AND ACT ON REQUEST OF DUKE ENERGY FOR FIVE ELECTRIC VEHICLE CHARGING STATION SPACES.**
- (I) CITY ATTORNEY REPORT/UPDATE**
- (J) CITY MANAGER REPORT/UPDATE**
- (K) COMMISSION COMMENTS AND CONCERNS**
- (L) MOTION TO ADJOURN.**

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMUNITY REDEVELOPMENT AGENCY 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 AMERICAN WITH DISABILITIES ACT, A PERSON TH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN COMMUNITY REDEVELOPMENT AGENCY MEETINGS SHOULD CONTACT THE OFFICE OF THE CITY MANAGER, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

CONSENT AGENDA

23718 W US HWY 27
High Springs, Florida 32643



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**HIGH SPRINGS
CITY COMMISSION MEETING
OCTOBER 26, 2023
CITY HALL**

CALL TO ORDER AND ROLL CALL

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

ROLL CALL CITY COMMISSION:

Mayor Gloria James – Present
Vice Mayor Ross Ambrose – Absent
Commissioner Tristan Grunder- Present
Commissioner Katherine Weitz- Present
Commissioner Byran Williams- Absent

STAFF PRESENT:

Ashley Stathatos, City Manager
Angela Stone, City Clerk
Scott Walker, City Attorney
Kevin Mangan, PIO
Antoine Sheppard, Chief of Police
Thomas Henry, Public Works Director

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Andrew Miller

Pledge of Allegiance

Mayor James made an announcement that we need to add an item to the agenda under New Business Item, as Item #1, Discuss, Consider and Act on Declaring Police K-9 Caesar Surplus.

APPROVAL OF AGENDA:

**Motion Commissioner Weitz to approve the agenda as amended adding Item #1 under New Business Declaring K-9 Caesar as Surplus.
Second Commissioner Grunder.**

Motion carried 3-0.

APPROVAL OF CONSENT AGENDA:

**Motion Commissioner Grunder to approve the Consent Agenda.
Second Commissioner Weitz.
Motion carried 3-0.**

SPECIAL PRESENTATIONS

NEW POLICE OFFICER SWEARING IN CEREMONY

Chief Sheppard presented and performed the swearing in of our New Police Officers.

Adm. Sgt. Jason Taylor gave an introduction of each of the officers:

Officer Montavis Miner
Officer Montana Sayers
Reserve Officer Soren Brockdorf
Officer Sarah Allen

Mayor James gave kind words, welcomed each of them and thanked them for their service.

(F) UNFINISHED BUSINESS

- 1. DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-12, AN ORDINANCE IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES.**

Attorney Walker read Ordinance 2023-12 by title only.

**Motion Commissioner Weitz to approve Ordinance 2023-12 as read by title only.
Second Commissioner Grunder.**

Roll Call:

**Mayor James-yes
Commissioner Grunder-yes
Commissioner Weitz-yes.**

Motion carried 3-0.

- 2. DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2023-13, AN ORDINANCE VACATING AND ABANDONING A CERTAIN PLATTED UNDEVELOPED PUBLIC RIGHT-OF-WAY.**

Attorney Walker read Ordinance 2023-13 by title only.

**Motion Commissioner Weitz to approve Ordinance 2023-13 as read.
Second Commissioner Grunder.**

Roll Call:

Commissioner Grunder-yes

Commissioner Weitz-yes

Mayor James-yes

Motion Carried 3-0.

**3. DISCUSS, CONSIDER, AND ACT ON RESOLUTION 2023-S, A RESOLUTION
GRANTING A CONDITIONAL USE PERMIT TO PERMIT A TOBACCO AND VAPE
SHOP LOCATED AT 18467 NW US HWY 441, APPLICATION CUP 23-02,
APPLICANT AASHI, INC.**

Attorney Walker read Resolution 2023-S by title only.

Attorney Walker advised this is Quasi-Judicial.

Attorney Walker swore in all people wanting to speak on this item.

Ashley Stathatos
Natalia Castillo
Kunjal Patel
Devang Chaudmari

Attorney Walker asked the Commission if there was any Exparte Communication. There was no Exparte Communication.

City Manager Stathatos explained that this was continued from a previous meeting. Also advised that this item was denied by the Plan Board at their last meeting, and that denial resolution is in the agenda packet. Explains that this is located in the Plaza on US HWY 441, Gator Plazz. Explains that there is an existing daycare facility within the same building as the proposed location (Building Dreams Early Learning Center.

Kunjal Patel came forward to answer any questions.

Commissioner Weitz asked what kind of tobacco products they will have. Mr. Patel explained all tobacco products, CBD, Vape, Pipe tobacco, etc.

Natalia Castillo spoke of her concerns.

Devang Chaudmari property owner does not feel it will affect property values or increase crime. He speaks of them following the law.

**Motion Commissioner Grunder to deny Resolution 2023-S and the Conditional Use
Permit based on items # 1 and #8, as recommended by the Plan Board.
Second Commissioner Weitz.**

Roll Call:

Commissioner Weitz-yes

Mayor James-yes
Commissioner Grunder-yes
Motion carried 3-0.

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

Bruce Borders states he speaks of his concern with the pay of our Law Enforcement. He stated that he is happy about the Priest Theater.

COMMISSIONER RESPONSE

(H) NEW BUSINESS

1. DISCUSS, CONSIDER AND ACT ON DELCARING POLICE K-9 CEASAR SURPLUS

Chief Sheppard spoke of Caesar and all his work with our agency.

Motion Commissioner Weitz to declare Police K-9 Caesar Surplus and thank him for his dedication and allow Ceasar to go home with his handler.

Second Commissioner Grunder.
Motion carried 3-0.

2. DISCUSS, CONSIDER, AND ACT ON THE AGREEMENT BETWEEN THE SCHOOL BOARD OF ALACHUA COUNTY AND THE CITY OF HIGH SPRINGS FOR A SCHOOL RESOURCE OFFICER PROGRAM.

Chief Sheppard explains that this is the agreement with the School Board of Alachua County for two School Resource Officers for the school year. The School Board agrees to pay up to \$132,005.00.

Bruce Borders spoke of the Veterans Parade and asked if the Police Department and Fire Department could be in the Parade in Live Oak. City Manager Stathatos explained she will look into this.

Motion Commissioner Grunder to approve the Agreement between the School Board of Alachua County and the City of High Springs for a School Resource Officer Program.

Second Commissioner Weitz.
Motion Carried 3-0.

3. DISCUSS, CONSIDER AND ACT ON THE RENEWAL OF THE MUTUAL AID AGREEMENT BETWEEN THE ALACHUA COUNTY SHERIFF AND THE CITY OF HIGH SPRINGS FOR COMBINED OPERATIONAL ASSISTANCE.

Chief Sheppard explains that this is the renewal of the Mutual Aid Agreement with the Alachua County Sheriff's Office for police sharing authority in Alachua County and within the City of High Springs.

**Motion Commissioner Weitz to approve the Mutual Aid Agreement with the Alachua County Sheriff and the City of High Springs for Combined Operational Assistance.
Second Commissioner Grunder.
Motion carried 3-0.**

4. DISCUSS, CONSIDER AND ACT ON DECLARING VEHICLES SURPLUS.

Chief Sheppard explains that the listed vehicles are no longer in use, and need to be declared surplus.

He explained that the motorcycle was given to us by the Alachua Police Department. We now will be getting a new fully grant funded Motorcycle.

**Motion Commissioner Weitz to declare the listed vehicles of 2004 BMW Police Motorcycle, 2008 Crown Victoria, 2006 Crown Victoria, and 2010 Crown Victoria as surplus.
Second Commissioner Grunder.
Motion carried 3-0.**

CITY ATTORNEY REPORT/UPDATE

Nothing at this time.

CITY MANAGER REPORT/UPDATE

Advised that the Kiwanis Club is having Pumpkin Decorating this weekend, and there is also a Car and Bike Show in the CRA District.

She spoke of the Hometown Hero Salute Fundraiser at the Brewery.

She announced that Firefighter Kim Arnold has been certified in Urban Search and Rescue.

COMMISSION COMMENTS AND CONCERNS

Commissioner Grunder congratulated Ceasar. Thanked City Staff.

Commissioner Weitz wished Caesar the best. Speaks of the Lead and Cooper Results for water and that we have done well. Gave a shout out to the Chamber for the Fall Festival; she heard it was amazing. Asked about the fee schedule and when it will come back. City Manager Stathatos stated the rest will come back at the next meeting. Commissioner Weitz asked if they will get a copy of the fees, it was just in the Power Point. City Manager Stathatos

stated yes they will come back and she would like their feedback. Commissioner Weitz asked about the Joint Meeting with County about the Expansion.

Mayor James stated that we received a plaque for the donated lots for the house for Habitat for Humanity. She spoke of the wonderful homes that they help provide these families. Thanked staff.

MOTION TO ADJOURN.

Mayor James adjourned the meeting at 7:26 p.m.

UNFINISHED
BUSINESS
ITEM #1



Commission Agenda Item Request Form

MEETING DATE: November 16, 2023 @ 6:30pm

SUBJECT:

RedSpeed MOU pertaining to Photo Enforcement in School zone for speeders.

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard

RECOMMENDED ACTION: Approval for signature and execution of MOU.

Summary

This is an informational phase by RedSpeed pertaining to Photo Enforcement in the School zone for speeders. CS/CS/HB 657 allows local communities to erect safety measures or speed photo enforcement in school zones. Most funds are diverted back to public safety to fund school crossing guards, local school districts, and law enforcement.

ATTACHMENTS:

MOU

REVIEWED BY CITY MANAGER: Yes

PROFESSIONAL SERVICES AGREEMENT

November 16, 2023

This AGREEMENT (the “Agreement”) made this 16th Day of November, 2023, (herein the “Commencement Date”), between RedSpeed Florida, LLC, a Florida Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and The City of High Springs, a political subdivision authorized and created by the State of Florida (herein “GOVERNING BODY”), with principal offices at 23718 W U.S. Hwy 27, High Springs, FL 32643.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174; and

WHEREAS, the Laws of Florida 2023-174 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the GOVERNING BODY’s City Council has adopted or will adopt an ordinance, which authorizes GOVERNING BODY’s Traffic Safety Camera Program (“TSCP”) and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of GOVERNING BODY’s police department or other Governing Body employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

“Unamortized Costs” means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

“Violation” means a violation under Chapter 316, Florida Statutes or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the “Start Date”) of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to RedSpeed’s unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING

BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Florida law and other information that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Florida law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in The City of High Springs, Florida all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for

which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Alachua County, Florida and that all litigation between them in the federal courts shall take place in the State of Florida.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the

Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance

is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligence,

intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. PUBLIC RECORDS.

RedSpeed shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE.

24. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

The City of High Springs
Attn: City Manager
23718 W U.S. Hwy 27
High Springs, FL 32643

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

The City of High Springs, Florida

RedSpeed Florida, LLC

By: _____, ____/____/____
Name
Title

By: _____, ____/____/____
Robert Liberman
Manager

Attest: _____, ____/____/____
_____ City Clerk / Authorized Attestor

Exhibit A

SECTION 1.REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “GOVERNING BODY Scope of Work”. REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Florida LLC as agent for The City of High Springs at CIBC Bank.” All funds collected on behalf of GOVERNING BODY, excluding REDSPEED’s monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred

by wire on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.

10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.
27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data for twenty five (25) days unless otherwise requested for preservation by the City.
28. GOVERNING BODY will have real-time access to violation and camera data.
29. REDSPEED will assist GOVERNING BODY with the installation and maintenance of any required signage including flashers.
30. Pursuant to Section 448.095(5) (Fla. Stat. 2023), REDSPEED shall, prior to execution of this Agreement, register with the E-Verify system. REDSPEED shall use it to verify the work authorization status of all its new employees, or any subcontractors employed in furtherance of this Agreement. Furthermore, REDSPEED agrees to require from any subcontractors, an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

REDSPEED shall execute an E-Verify affidavit attesting to its compliance with this section. The affidavit shall be attached and incorporated into the Agreement.
31. Public Records. In accordance with Chapter 119, Florida Statutes, vendor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
4. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
6. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner. REDSPEED may in its sole discretion charge the GOVERNING BODY \$5.99 for any timely processed potential violations which lapse due to GOVERNING BODY's failure to timely approve them.
7. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
10. GOVERNING BODY's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
13. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
14. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
15. GOVERNING BODY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. GOVERNING BODY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. GOVERNING BODY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc). REDSPEED may in its sole discretion charge the GOVERNING BODY \$5.99 for any requested dismissals of printed / mailed citations issued on non-school days for which GOVERNING BODY did not inform REDSPEED of a calendar change.
17. GOVERNING BODY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.
18. GOVERNING BODY shall reimburse REDSPEED for any Certified Mail Costs (currently \$4.15 per Certified Mailing) required for Notices of Violation which are converted to Uniform Traffic Citations.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, ALPR Licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

35% of the Governing Body's Statutory share of collected revenue.

The City shall be responsible for reimbursing the costs of Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in GOVERNING BODY Responsibilities.

E-Verify

Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of El Portal.

Contractor acknowledges it is obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the City for a period of 1 year after the date of termination. By signing below, the Vendor acknowledges these terms shall be an integral part of its bid and the Contract.

ATTEST

Company Name

Signature of Corporate Secretary

Signature

Type/Print Name of Corporate Secy.

Type/Print Name

Date

Date

(CORPORATE SEAL)

UNFINISHED
BUSINESS
ITEM #2

**NEW
BUSINESS
ITEM# 1**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: CRA CHAIR AND VICE CHAIR APPOINTMENT

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA STONE

RECOMMENDED ACTION: APPOINT CHAIR AND VICE CHAIR OF THE
CRA

Summary

THE COMMISSION WILL APPOINT A CHAIR AND VICE CHAIR TO THE
CRA BOARD. THIS APPOINTMENT IS MADE AT THE RE-ORGANIZATION
MEETING EACH YEAR.

ATTACHMENTS:
NONE

REVIEWED BY CITY MANAGER: YES

**NEW
BUSINESS
ITEM# 2**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: APPOINT/REAPPOINT MEMBERS TO VARIOUS CITY BOARDS AND COMMITTEES.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA N. STONE

RECOMMENDED ACTION: APPOINT MEMBER TO FILL THE VACANT SEATS ON THE PARKS AND RECREATION BOARD

Summary

EACH YEAR AFTER THE SEATING OF THE NEW CITY COMMISSION, THE CITY COMMISSION CONSIDERS THE APPOINTMENT OF INDIVIDUALS TO VACANT AND EXPIRED SEATS ON THE CITY'S BOARDS AND COMMITTEES. ALL BOARDS AND COMMITTEES HAVE STAGGERED TERMS SO NOT TO LOSE A MAJORITY AT ONE TIME.

ATTACHMENTS: APPLICATION(S)/ LIST OF VACANT BOARD/COMMITTEE POSITIONS

REVIEWED BY CITY MANAGER: YES

CITY OF HIGH SPRINGS
2023/2024 BOARD APPOINTMENTS
PROPOSED

PLAN BOARD (3 YEAR TERM)

Members

<u>Current</u>	<u>Expires</u>
Donald Alderman	2025
Hector Tapanes	2023
Bradley Riddle	2023
Tim Bolliger	2024
Robert Mark Bertocci	2024

APPLICATIONS RECEIVED:

1. Bradley Riddle requested renewal
2. Michael Kearney application received.
3. Arthur R. Testa Jr. application received.

PARKS & RECREATION ADVISORY BOARD (3 YEAR TERM)

Members

<u>Current</u>	<u>Expires</u>
Jeffery Dobbertien	2023
Linda Hewlett	2025
Joanne Trembly	2025
Danny Finn	2023
Cassandra Davis	2024

Alternate

<u>Current</u>	
James Amato	2024
Vacant	2023

APPLICATIONS RECEIVED:

1. Jeffery Dobbertien requested renewal
- 2.

October 9, 2023

Brad Riddle Plan Board Vice Chairman and Historic Board Member

To: Mayor Gloria James, Vice Mayor Ross Ambrose, Commissioners Tristan Grunder, Katherine Weitz and Bryan Williams

Copy:

Ashley Stathatos (City Manager)

Kristyn Adkins (Planning Technician)

My three-year term is up this year. I would like to serve another three-year term if acceptable to all involved in making the decision to keep me or terminate me. I have worked diligently on all projects presented to the plan board. I've spent countless hours researching all that has come before us. As a reminder when I first applied for the position, I retired from GRU and have a lot of knowledge of the water plant and wastewater plant. I know how to read blueprints and my background was electrical and instrumentation work. I've attended all meetings and special meetings called over the past three years except for two due to being sick once and out of state.

I also attend some of the city commission meetings in person and watch online. I like to know what is going on in our beautiful little town of High Springs. I feel that I'm a great asset to this plan board.

Respectively submitted,

Brad Riddle

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Plan Board, 1

Board or Committee
Date June 8 Year 23

NAME Michael Anthony KEARNEY
(Please Print) First M. Last

ADDRESS 2600 E NW 206 Plac, 1
(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: Mike Kearney @ Windstream.net

TELEPHONE: HOME 352 454 1059 CELL 352 514 5022

OCCUPATION Retired

PLACE OF EMPLOYMENT ✓

EDUCATION BA EE Bridgeport Eng College Bridgeport Comm

How long a resident of High Springs area 22 yrs!

Civic and professional accomplishments or honors was H.S. codes officer
was on Plan Board twice

Membership in organizations or societies (include participation in previous boards and committees) N/A

What contributions do you feel you could make if you were selected to this Board?
Been There & Feel I did A good
Job for our Town, Built several Homes

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

If you have any additional information, such as a resume, please attach.

I love High Springs!!

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to PLANNING BOARD

Board or Committee

Date 11-8 Year 23

NAME ARTHUR R. TESTA JR.
(Please Print) First M. Last

ADDRESS 15622 NW 268th Ave. 32643 P.O. BOX 1928 - 32655
(Appointment may require City residency)

CITY HIGH SPRINGS, Florida, ZIP 32655 + 32643

EMAIL: rtintrees@gmail.com

TELEPHONE: HOME (386) 4548044 CELL

OCCUPATION RETIRED DADE CO. FIRE/RESCUE

PLACE OF EMPLOYMENT SAME - RETIRED

EDUCATION 1-12 then 12 yrs college - NO DEGREE

How long a resident of High Springs area 22 +

Civic and professional accomplishments or honors MANY AWARDS AND ACCOMPLISHMENTS AS PROFESSIONAL FIRE/RESCUE. - RESUME IS AVAILABLE IF REQUESTED

Membership in organizations or societies (include participation in previous boards and committees) "CODE BOARD" member Hi. Sp. 3+ yrs. "PUBLIC SAFETY COMMITTEE" member Hi. Sp. 2 yrs. THIS INFO. IS IN HIGH SPRINGS RECORDS DATES UNIK.

What contributions do you feel you could make if you were selected to this Board? MANY YEARS OF SERVICE WITH VERY LARGE BUREAUCRACY. \$150 million plus BUDGETS. MANY YEARS PARTICIPATING IN HIGH SPRING GOVT. AND HX.

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

If you have any additional information, such as a resume, please attach. Almost 30 yrs.

RESUME AVAILABLE ON REQUEST.

**NEW
BUSINESS
ITEM# 3**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: AUTHORIZE THE FOLLOWING PERSONNEL TO SIGN CHECKS AND INVESTMENT DOCUMENTS IN COMPLIANCE WITH SECTION 2-97 OF THE HIGH SPRINGS CODE OF ORDINANCES:

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA STONE

RECOMMENDED ACTION: AUTHORIZE MAYOR, VICE MAYOR, CITY MANAGER AND CITY CLERK TO SIGN CHECKS AND INVESTMENTS DOCUMENTS PER SECTION 2 – 97.

Summary

AT ITS REORGANIZATION MEETING EACH YEAR, THE CITY COMMISSION AUTHORIZES PERSONNEL TO SIGN CHECKS FOR THE CITY'S ACCOUNTS. SECTION 2-97 OF THE HIGH SPRINGS CODE OF ORDINANCES, DESIGNATES THE CITY MANAGER AND THE CITY CLERK TO COUNTERSIGN ALL CHECKS.

ATTACHMENTS: SECTION 2 – 97 OF THE HIGH SPRINGS CODE OF ORDINANCES

REVIEWED BY CITY MANAGER: YES

Sec. 2-97. - Signatures on checks.

- (a) All checks for the payment of money by the city shall be signed by two officers of the city as provided in this section.
- (b) The city manager and the city clerk are designated as the two officers to countersign all checks for payment of money by the city.
- (c) If there should be a vacancy in the position of city manager or city clerk, the mayor-commissioner is authorized to countersign all checks for payment of money by the city, together with the city manager or city clerk, whichever position shall be occupied at that time.

(Ord. No. 79-19, §§ 1—3, 11-27-1979)

**NEW
BUSINESS
ITEM# 4**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: FY22 AUDIT PRESENTATION BY JAMES MOORE & CO.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: FINANCE

PREPARED BY: DIANE WILSON, FINANCE DIRECTOR

RECOMMENDED ACTION: HEAR PRESENTATION & ACCEPT AUDIT REPORT

Summary

James Moore & Co. has been retained by the City of High Springs to perform the annual financial audits of the City. The FY22 audit **draft** is complete. As soon as the FY 22 audit is finalized, the document will be sent to you. James Moore & Co. will present the highlights from the Annual Financial Report at the City Commission meeting and will be available for questions. They will also be available for one-on-one meetings. Action is not required at this meeting. However, staff is requesting that action be taken prior to the end of the year in order to get the audit filed with the State of Florida.

ATTACHMENT: FY22 Annual Financial Report

REVIEWED BY CITY MANAGER: Yes

**NEW
BUSINESS
ITEM# 5**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: FY22 CRA AUDIT PRESENTATION BY JAMES MOORE & CO.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: FINANCE

PREPARED BY: DIANE WILSON, FINANCE DIRECTOR

RECOMMENDED ACTION: HEAR PRESENTATION & ACCEPT AUDIT REPORT

Summary

James Moore & Co. has been retained by the City of High Springs to perform the annual financial audits of the City. The FY22 CRA audit **draft** is complete. As soon as the The FY 22 CRA audit is finalized, the document will be sent to you. James Moore & Co. will present the highlights from the CRA Annual Financial Report at the City Commission meeting and will be available for questions. It will also be presented at the next CRA Board meeting. They will also be available for one-on-one meetings. Action is not required at this meeting. However, staff is requesting that action be taken prior to the end of the year in order to get the audit filed with the State of Florida.

ATTACHMENT: FY22 Annual Financial Report

REVIEWED BY CITY MANAGER: Yes

**NEW
BUSINESS
ITEM# 6**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: FY24 PROPOSED UTILITY RATES

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: FINANCE

PREPARED BY: DIANE WILSON, FINANCE DIRECTOR

RECOMMENDED ACTION: APPROVE RATE ORDINANCE FOR WATER

Summary

Staff will present proposed FY24 Rates for Water. These rate increases are included in the revenue projections in the Approved FY24 Budget.

As will be discussed in more detail in the presentation, the main drivers of the need for rate increases include increasing costs of insurance, retirement, supplies, utilities, fuel and other expenses as well as the inability to install new water meters in FY23 due to supply issues, resulting in lower than projected water revenue in FY23 and going into FY24.

Since this is the first meeting discussing new water rates, staff is asking that the City Commission approve at a minimum an increase that corresponds with the CPI as in previous years.

ATTACHMENT:
Rate Ordinance

REVIEWED BY CITY MANAGER: Yes

ORDINANCE NO. 2023-14

**AN ORDINANCE AMENDING THE CITY OF HIGH SPRINGS,
FLORIDA CODE OF ORDINANCES BY ESTABLISHING
APPENDIX D, SCHEDULE OF FEES, RATES AND CHARGES; BY
AMENDING THE RATES CHARGED BY THE WATER SYTEM
AND RECORDING RATES IN APPENDIX D; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, at least 30 days' notice has been given by notice published on customers' bills and with at least 10 days' notice by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of the public hearings in the City Hall Commission Chambers located on the second floor of City Hall in the City of High Springs;

WHEREAS, public hearings were held pursuant to the published notice described above, at which all interested parties had an opportunity to be present and were heard;

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

Section 1. Appendix D of the Code of Ordinances, relating to Fees, Rates and Charges, is set forth in Exhibit "A" attached to this ordinance and incorporated by reference as if fully set forth herein.

Section 2. It is the intention of the City Commission that the provisions of Section 1 shall become part of the Code of Ordinances of the City of High Springs, Florida.

Section 3. All ordinances, or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed on the effective date of this ordinance.

Section 4. This ordinance shall take effect immediately upon adoption; provided however, the revised fees, rates and charges as set forth herein for fiscal year 2024 shall be applicable to all monthly bills which are for the first time rendered and postmarked after 12:01 AM on December 16, 2023.

PASSED on first reading on the 16th day of November, 2023.

PASSED on second reading on the 28th day of November 2023.

Date of Publication: Customer Bills – September 30, 2023, Legal Ad:

CITY OF HIGH SPRINGS, FLORIDA

Gloria James, Mayor

ATTEST:

Angela Stone, City Clerk



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: FY24 PROPOSED UTILITY RATES

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: FINANCE

PREPARED BY: DIANE WILSON, FINANCE DIRECTOR

RECOMMENDED ACTION: APPROVE RATE ORDINANCE FOR SEWER

Summary

Staff will present proposed FY24 Rates for Sewer. These rate increases are included in the revenue projections in the Approved FY24 Budget.

As will be discussed in more detail in the presentation, the main drivers of the need for rate increases include increasing costs of insurance, retirement, supplies, utilities, fuel and other expenses as well as the inability to install the new water meters in FY23 due to supply issues, resulting in lower than projected wastewater revenue in FY23 and going into FY24. In addition, the grinder pump program continues to be very costly to the City.

Since this is the first meeting discussing new rates for sewer, staff is asking that the City Commission approve at a minimum an increase that corresponds with the CPI as in previous years.

ATTACHMENT:

Rate Ordinance

REVIEWED BY CITY MANAGER: Yes

ORDINANCE NO. 2023-15

**AN ORDINANCE AMENDING THE CITY OF HIGH SPRINGS,
FLORIDA CODE OF ORDINANCES BY AMENDING THE RATES
CHARGED BY THE SEWER SYTEM AND RECORDING RATES
IN APPENDIX D; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, at least 30 days' notice has been given by notice published on customers' bills and with at least 10 days' notice by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of the public hearings in the City Hall Commission Chambers located on the second floor of City Hall in the City of High Springs;

WHEREAS, public hearings were held pursuant to the published notice described above, at which all interested parties had an opportunity to be present and were heard;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISION OF THE CITY OF HIGH SPRINGS, FLORIDA:

Section 1. Appendix D of the Code of Ordinances, relating to Fees, Rates and Charges, is set forth in Exhibit "A" attached to this ordinance and incorporated by reference as if fully set forth herein.

Section 2. It is the intention of the City Commission that the provisions of Section 1 shall become part of the Code of Ordinances of the City of High Springs, Florida.

Section 3. All ordinances, or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed on the effective date of this ordinance.

Section 4. This ordinance shall take effect immediately upon adoption; provided however, the revised fees, rates and charges as set forth herein for fiscal year 2024 shall be applicable to all monthly bills which are for the first time rendered and postmarked after 12:01 AM on December 16, 2023.

PASSED on first reading on the 16th day of November, 2023.

PASSED on second reading on the 28th day of November 2023.

Date of Publication: Customer Bills – September 30, 2023, Legal Ad:

CITY OF HIGH SPRINGS, FLORIDA

Gloria James, Mayor

ATTEST:

Angela Stone, City Clerk



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: FY24 PROPOSED UTILITY RATES

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: FINANCE

PREPARED BY: DIANE WILSON, FINANCE DIRECTOR

RECOMMENDED ACTION: APPROVE ORDINANCE FOR SOLID WASTE

Summary

Staff will present proposed FY24 Rates for Solid Waste. These rate increases are included in the revenue projections included in the Approved FY24 Budget.

As will be discussed in more detail in the presentation, the main driver of the need for rate increased to solid waste service is the increase in the cost of the solid waste contract for commercial.

ATTACHMENT:
Rate Ordinance

REVIEWED BY CITY MANAGER: Yes

ORDINANCE NO. 2023-16

**AN ORDINANCE AMENDING THE CITY OF HIGH SPRINGS,
FLORIDA CODE OF ORDINANCES BY AMENDING THE RATES
CHARGED BY THE SOLID WASTE SYTEM AND RECORDING
RATES IN APPENDIX D; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, at least 10 days' notice has been given by publication in a newspaper of general circulation notifying the public of this proposed ordinance and of the public hearings in the City Hall Commission Chambers located on the second floor of City Hall in the City of High Springs;

WHEREAS, public hearings were held pursuant to the published notice described above, at which all interested parties had an opportunity to be present and were heard;

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

Section 1. Appendix D of the Code of Ordinances, relating to Fees, Rates and Charges, is set forth in Exhibit "A" attached to this ordinance and incorporated by reference as if fully set forth herein.

Section 2. It is the intention of the City Commission that the provisions of Section 1 shall become part of the Code of Ordinances of the City of High Springs, Florida.

Section 3. All ordinances, or parts of ordinances, in conflict herewith are to the extent of such conflict hereby repealed on the effective date of this ordinance.

Section 4. This ordinance shall take effect immediately upon adoption; provided however, the revised fees, rates and charges as set forth herein for fiscal year 2024 shall be applicable to all monthly bills which are for the first time rendered and postmarked after 12:01 AM on December 16, 2023.

PASSED on first reading on the 16th day of November, 2023.

PASSED on second reading on the 28th day of November 2023.

Date of Publication: November _____ (legal ad)

CITY OF HIGH SPRINGS, FLORIDA

Gloria James, Mayor

ATTEST:

Angela Stone, City Clerk

**NEW
BUSINESS
ITEM# 7**



Commission Agenda Item Request Form

MEETING DATE: November 16, 2023 @ 6:30pm

SUBJECT:

Traffic Enforcement Contract – Cinnamon Hill’s Estate Homeowners Association

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard

RECOMMENDED ACTION: Approval for signature and execution Contract

Summary

Contractual agreement to enforce traffic laws within the private confinements of Cinnamon Hill’s Estate residential subdivision.

ATTACHMENTS:

MOU

REVIEWED BY CITY MANAGER: Yes

TRAFFIC ENFORCEMENT CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 2023, between CINNAMON HILLS ESTATE HOMEOWNERS ASSOCIATION, INC. hereinafter called “CINNAMON HILLS”, as party of the first part, and THE CITY OF HIGH SPRINGS, a municipal corporation, with an address of 23718 W. US Highway 27, High Springs, Florida 32643, hereinafter called the “CITY”, as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS CINNAMON HILLS, has no means for proper traffic enforcements on the streets and roadways inside the boundaries of Cinnamon Hills Estate Homeowners Association, Inc. and,

WHEREAS, Florida Statute 316.006(2)(B) provides guidelines and allows the CITY to enter into agreement with CINNAMON HILLS for traffic enforcement.

THEREFORE, the CITY and CINNAMON HILLS agree as follows:

SECTION I: AUTHORITY

CINNAMON HILLS warrants that it has the duly authorized power and ability to enter into this Agreement and will hold harmless the CITY from any and all liability resulting from this representation.

SECTION II: JURISDICTION

The exercise of jurisdiction provided for in this Agreement shall be in addition to jurisdictional authority already exercised by the CITY and nothing in the Agreement shall be construed to limit or remove any such jurisdictional authority.

SECTION III: HOURS OF OPERATION

The City of High Springs Police Department shall patrol the streets of CINNAMON HILLS as if the streets were owned by the CITY and not private. Officers assigned to CINNAMON HILLS will work at various times of the day to best insure the safety of the residents at all times. However, most traffic enforcement will occur at the peak flow of traffic (7:30 a.m. to 9:00 a.m. and 5:00 p.m. to 7:00 p.m.).

SECTION IV: TERM OF AGREEMENT

The term of this Agreement will be for an indefinite period. Should either party, for any reason, wish to terminate this Agreement, written notice will be given to the other party giving a minimum of 24-hours notice before termination.

SECTION V: COST OF ENFORCEMENT

CINNAMON HILLS agrees to pay the CITY one hundred dollars (\$100.00) per year for said enforcement.

SECTION VI: FINES AND FORFEITURES

All fines and forfeitures will be paid to the Clerk of Alachua County Court and be distributed pursuant to Florida Statutes governing said distribution.

SECTION VII: MISCELLANEOUS

- a. **Sovereign Immunity.** Notwithstanding any other provision set forth in this contract, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this contract for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).
- b. **Governing Law and Venue.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the principles of conflicts of laws. The parties agree venue is proper in Alachua County, Florida.
- c. **Public Records.** During the term of this Agreement, CINNAMON HILLS shall comply with the Florida Public Records Law, to the extent such law is applicable to CINNAMON HILLS. If Section 119.0701, Florida Statutes, is applicable, CINNAMON HILLS shall do the following:
 1. Keep and maintain public records required by City to perform this service.

2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Keep from disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CINNAMON HILLS does not transfer the records to City.
4. Upon completion of the contract, CINNAMON HILLS will transfer, at no cost, all public records to City, or keep and maintain public records required by City to perform the service. If CINNAMON HILLS transfers to City all public records upon completion of the contract, CINNAMON HILLS shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CINNAMON HILLS keeps and maintains public records upon completion of the contract, CINNAMON HILLS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

IF CINNAMON HILLS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING CINNAMON HILLS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CINNAMON HILLS SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-454-1416, OR ASTONE@HIGHSPRINGS.GOV OR 23718 W US HWY 27, HIGH SPRINGS, FLORIDA 32643.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized representative as the date first written above.

City Manager, City of High Springs

President, Board of Directors
Cinnamon Hills Estate Owners Association, Inc.

Print Name

Print Name

ATTEST:

Signature

Signature

Print Name

Print Name

**NEW
BUSINESS
ITEM# 8**



Commission Agenda Item Request Form

MEETING DATE: NOVEMBER 16, 2023

SUBJECT: ELECTRIC VEHICLE PARKING SPACE

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY MANAGER

PREPARED BY: ASHLEY STATHATOS, CITY MANAGER

RECOMMENDED ACTION: ACTION ITEM

Summary

Duke Energy has requested five electric vehicle parking spaces. The proposed location is at the corner of Main Street and Railroad Avenue near the hardware store. Duke requested spaces from the City. If the City Commission decides it is in the best interest of the City to have more EVC stations on City property or downtown, staff is recommending this location.

ATTACHMENTS: Proposed Location

REVIEWED BY CITY MANAGER: YES



PARK & PLUG

Equipment Placement Agreement (DCFC)

Site Name: **High Springs Public Parking**

SiteTracker Project No.: **TBD**

Utility: **FC-DC Fast Charging**

Park & Plug Manager: **Daniel Algor - daniel.algor@duke-energy.com**

MKC Project Manager: **Eric Kennedy – ekennedy@mckimcreed.com**

Site Host: **Ashley Stathatos– astathatos@highsprings.us**

Duke Engineer: **Omar Hassan – omar.hassan@duke-energy.com**

Site Location: **18490 High Springs Main St, High Springs, FL 32643**

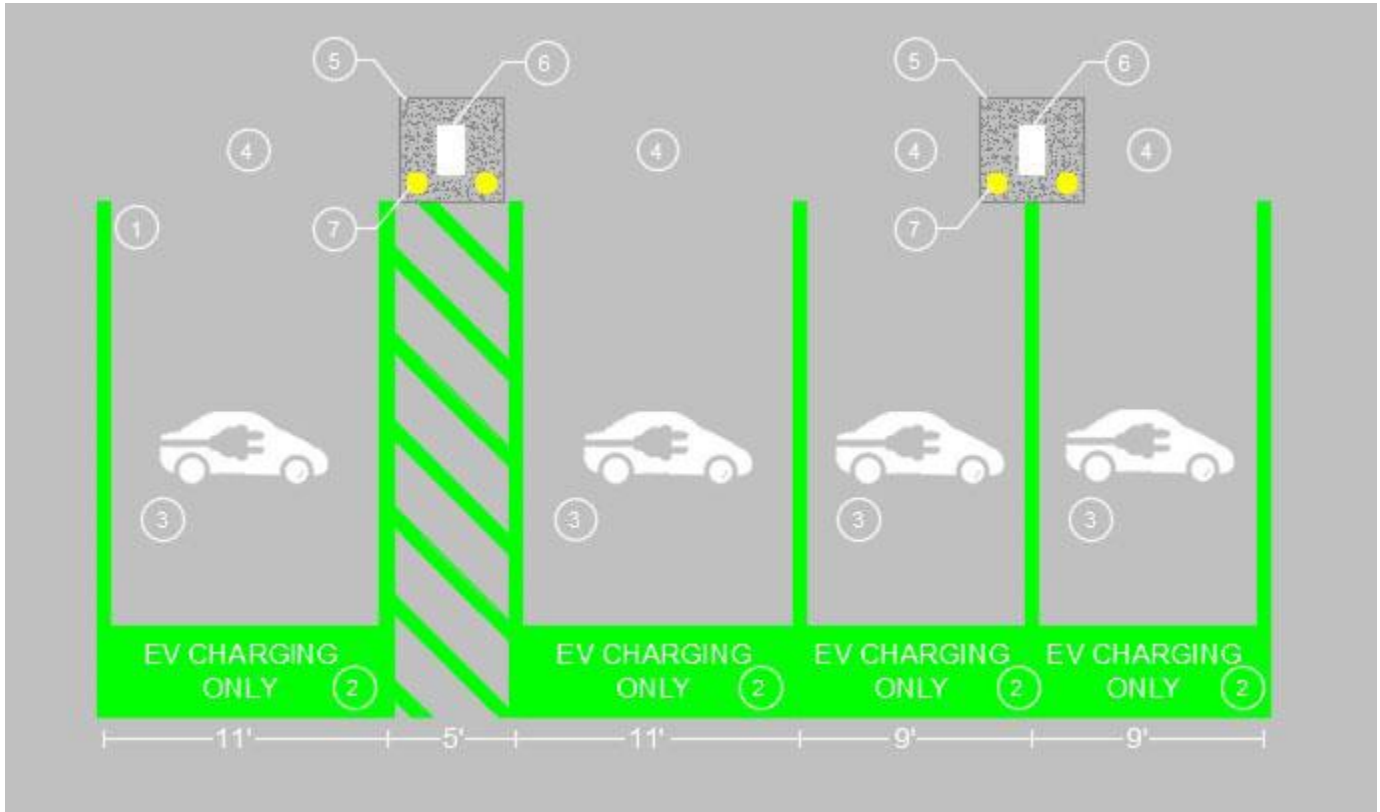
County: **Alachua County**

Date of site visit: **11/05/2023**





Parking Detail:



Note: Typical detail. An additional access isle has been added to the design for ADA compliance in this particular location. See page 2 for details.

EV PARKING SPACE MARKING

KEYED NEW WORK NOTES:

1. PANTONE 361 GREEN PARKING LINES AND BACKGROUND BEHIND LETTERING.
2. NEWSGOTH BT, BOLD LETTERING.
3. WHITE LETTERING AND CAR ICON.
4. EACH PARKING SPACE TO HAVE INDIVIDUAL SIGN TO BE INSTALLED AS SHOWN.
5. CONCRETE BASE PAD FOR MOUNTING OF DISPENSERS.
6. PARK AND PLUG DC FAST CHARGER.
7. 4" ROUND, MIN. 4' APART, CONCRETE BOLLARD.

Site photos



Cellular Strength Measurements:



DESIGN APPROVALS

McKim & Creed	_____	Date	_____
Site Host Approval	_____	Date	_____
Duke PM Approval	_____	Date	_____
Duke Engineer Approval	_____	Date	_____

REVIEWER COMMENTS