

## **Regular City Commission Meeting Agenda June 12, 2017**

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**Mayor Gib Coerper**  
**Vice Mayor Shirley Green Brown**  
Commissioner Gary Hardacre  
Commissioner Ben Boukari, Jr.  
Commissioner Robert Wilford

**City Manager Traci L. Gresham**  
City Attorney Marian Rush

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The City Commission will conduct a  
**Regular City Commission Meeting**  
**At 6:00 PM**  
to address the item(s) below.

**Meeting Date:** June 12, 2017

**Meeting Location:** James A. Lewis Commission Chambers, City Hall  
15100 NW 142nd Terrace Alachua, FL 32615

### **CITY COMMISSION MEETING**

**Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE TO THE FLAG**

**APPROVAL OF THE AGENDA**

**APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY  
TITLE ONLY**

## **I. SPECIAL PRESENTATIONS**

- A.** Certificate of Appreciation to former Downtown Redevelopment Trust Board Members

## **II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA**

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

## **III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS**

## **IV. PUBLIC HEARINGS AND ORDINANCES**

(Presentations, other than the applicant, please limit to **3 Minutes**)

- A.** Ordinance 17-09; Second Reading: Authorizing Alachua County to Levy Special Assessments Within City Boundaries for Fire Protection Services and Inclusion in the Municipal Service Benefit Unit

## **V. AGENDA ITEMS**

- A.** Resolution 17-14 Amending the Fiscal Year 2016-2017 Budget; Increasing the Tree Bank Fund Budget by \$30,523 to provide for unanticipated revenues and expenses related to the off-site mitigation resulting from the extension of Progress Boulevard.
- B.** Interlocal Agreement Between the City of High Springs and the City of Alachua for Building Official Services

## **VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA**

(Please Limit to 3 Minutes.Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

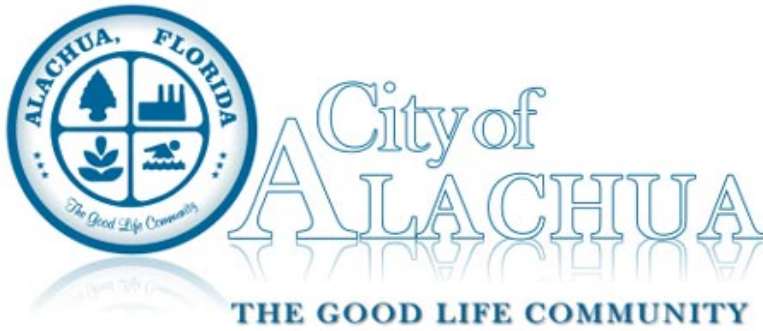
## **VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY**

## **VIII.COMMISSION COMMENTS/DISCUSSION**

## **ADJOURN**

# **CONSENT AGENDA**

## **CONSENT AGENDA ITEMS**



## Commission Agenda Item

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**MEETING DATE:** 6/12/2017

**SUBJECT:** Certificate of Appreciation to former Downtown Redevelopment Trust Board Members

**PREPARED BY:** Chelsea Bakaitis, CRA Coordinator

**RECOMMENDED ACTION:**

Award Certificate of Appreciation to Mr. Darryl Tompkins, Ms. Kathi Schiboula, Mr. Bryan Boukari, and Mr. David Flinchum.

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### Summary

The City of Alachua is grateful to Mr. Darryl Tompkins, Mr. Bryan Boukari, Ms. Kathi Schiboula, and Mr. David Flinchum for their service on the Downtown Redevelopment Trust Board.

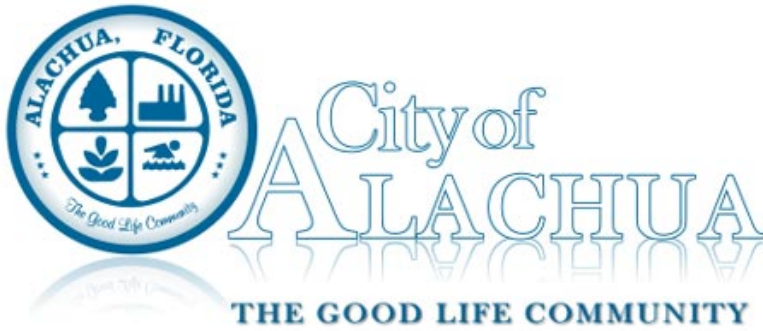
In honor of their efforts, the City Commission is awarding a Certificate of Appreciation to: Mr. Tompkins for his 18 years of service as chair, Ms. Schiboula for her 10 years of service as a member, Mr. Boukari for his six years of service as a member and vice-chair, and Mr. Flinchum for his four years of service as a member.

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**FINANCIAL IMPACT:** No

**BUDGETED:** No

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## Commission Agenda Item

**MEETING DATE:** 6/12/2017

**SUBJECT:** Ordinance 17-09; Second Reading: Authorizing Alachua County to Levy Special Assessments Within City Boundaries for Fire Protection Services and Inclusion in the Municipal Service Benefit Unit

**PREPARED BY:** Adam Boukari, Assistant City Manager

**RECOMMENDED ACTION:**

Adopt Ordinance 17-09 on second and final reading.

### Summary

Alachua County is considering establishing a Municipal Service Benefit Unit (MSBU) to fund fire protection services beginning in Fiscal Year 2017-2018. The MSBU is essentially a non advalorem assessment that would be placed on the tax bills of all property owners. County staff has approached the City about inclusion in the MSBU for such services.

Currently, the City contracts with the County for fire protection services within our municipal boundaries. The County operates a unit in Alachua out of Station 21, which is located near U.S. Hwy 441 and NW 140th St. (SR 235). The FY 16-17 approximate cost for fire services to the City is \$675,000. The amount is based primarily on costs to fund the operations of Station 21 for responses by the station within the municipal boundaries. If the City does not elect to participate in the MSBU, the County staff has proposed a contract renewal with costs of approximately \$950,000. This substantial increase, according to the County, is attributable to indirect costs related to fire services provided out of Station 21.

The County's Fire Services Master Plan includes the addition of a second fire station in Alachua near the Hague/Turkey Creek area. County staff has indicated that the need for that station exists and is a priority. If the City maintains its contractual relationship with the County, there would be future increases to the City via contract to fund the City's proportionate share of costs for a second station's operations. If those costs are in line with the current County request of \$950,000 annually, a second station would likely increase the contract to nearly \$2 million.

The City Commission held a joint meeting with the Alachua County Board of County Commissioners on May 22, 2017 to discuss fire services and the potential MSBU. The discussions included costs to Alachua property owners if the MSBU is enacted, ISO ratings, a second fire station in Alachua and response times.

The County held a meeting on May 25, 2017 to discuss the MSBU and voted 3-2 to direct its staff to move forward with the MSBU and notice property owners accordingly. The final rate of the MSBU has not yet been established. The impact to City of Alachua property owners is estimated between \$1.2 million and \$1.8 million annually, depending on the final rate set by the County.

The County has requested any municipality wishing to participate in the MSBU to do so by ordinance prior to June 16, 2017.

Ordinance 17-09 authorizes the City's inclusion in the MSBU for the FY17-18 fiscal year. The City has the option to opt-out of the MSBU annually, by March 1 of each year.

The City Commission voted 5-0 to approve Ordinance 17-09 on first reading on May 22, 2017. If the City Commission adopts Ordinance 17-09 and participates in the MSBU, staff will recommend a millage reduction of some level to mitigate the fiscal impact to property owners.

the fiscal impact to property owners.

If the City Commission chooses not to participate in the MSBU, staff will move forward to evaluate all fire protection service options, including a potential renewal of the contract with Alachua County.

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**FINANCIAL IMPACT:** Yes

**AMOUNT:** \$675,000

**FUNDING SOURCE:** General Fund

**ADDITIONAL FINANCIAL INFORMATION:** Fiscal impact to the General Fund is \$675,000. However, it is not yet established what the MSBU impact within the municipal boundaries would be. Depending on the MSBU rates, the impact would be \$1.2-1.8 million to Alachua property owners.

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**ATTACHMENTS:**

Description

- ▢ Ordinance 17-09 Alachua County Fire Services MSBU
- ▢ Ordinance 17-09 Published Notice

**ORDINANCE 17-09**

**AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AUTHORIZING ALACHUA COUNTY TO LEVY SPECIAL ASSESSMENTS WITHIN CITY BOUNDARIES TO PAY FOR FIRE PROTECTION SERVICES AND INCLUSION OF THE CITY IN THE ALACHUA COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR THE TERM OF SUCH AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the City of Alachua, Florida (the "City") and Alachua County, Florida (the "County") desire to jointly accomplish certain public health, welfare and safety objectives related to the provision of fire protection services within the City; and

**WHEREAS**, the County is authorized by section 125.01(1)(q), Florida Statutes, to establish "municipal service benefit units" ("MSBU") and levy special assessments against the real property therein to fund essential services; and

**WHEREAS**, in accordance therewith, the County is considering establishment of an MSBU to fund the provision of fire protection services and facilities for the fiscal year beginning October 1, 2017, and each fiscal year thereafter; and

**WHEREAS**, Section 125.01(1)(q), Florida Statutes, provides that subject to the consent by ordinance of the governing body of the affected municipality, the boundaries of an MSBU may include all or part of the boundaries of a municipality; and

**WHEREAS**, the County currently provides fire protection services in the City which are funded through an Interlocal agreement between the City and the County pursuant to which the City pays the County an annual amount, and such amount is typically paid through general fund revenues of the City; and

**WHEREAS**, Inclusion of the City in the MSBU will replace the need for a contractual service arrangement with the County and the payment of general fund revenues by the City to the County each year; and

**WHEREAS**, the City hereby determines that the inclusion of the City in the MSBU established by the County to fund fire protection services is in the best interests of the citizens and residents of the City.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:**

**Section 1. Findings of Fact**

The above recitals are true and correct and are incorporated into this ordinance by reference.

**Section 2. Approval for Inclusion in MSBU**

The City Commission of the City of Alachua, Florida, hereby approves and authorizes inclusion of the City in the MSBU created by the County to fund fire protection services as outlined herein, including the levy of special assessments by the County within the City in accordance with the same terms and conditions adopted by the County for all other property included in the MSBU.

**Section 3. Term**

This Ordinance and the approval and authorization set forth herein shall remain in full effect for the duration of the MSBU or until such time as the City Commission repeals this Ordinance, whichever occurs first. Notice of the proposed repeal of this Ordinance shall be provided in writing to Alachua County no later than March 1 of the year in which the City intends to withdraw from the MSBU to avoid imposition of special assessments for the forthcoming fiscal year.

**Section 4. Providing for Severability**

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be v

**Section 5. Effective Date**

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

**PASSED** on first reading on the 22<sup>nd</sup> day of May, 2017

**PASSED** and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading on the 12<sup>th</sup> day of June, 2017.

CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA

\_\_\_\_\_  
Gib Coerper, Mayor  
**SEAL**

**APPROVED AS TO FORM**

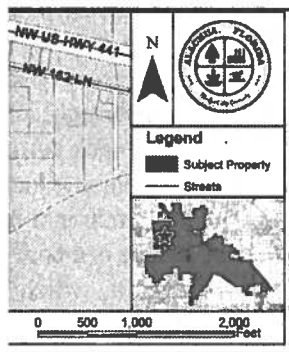
**ATTEST:**

\_\_\_\_\_  
Traci L. Gresham, City Manager/Clerk

\_\_\_\_\_  
Marian B. Rush, City Attorney

# ity of LACHUA OF PUBLIC EFORE THE ND ZONING HE CITY OF , FLORIDA

Planning & Zoning Board of the hearing on June 13, 2017, at 6:00 the James A. Lewis Commission l at 15100 NW 142nd Terrace, e following: A request by Kathy nnett, LLC, applicant and agent, wner, for consideration of a Site- cial Zoning Atlas (Rezoning) to rom Residential Multiple Family ment – Residential (PD-R) on a he ±35.82 acre property subject cated to the west of NW 173rd ad 235A), approximately 1,000 NW US Highway 441 and NW Parcel Numbers 03042-050-006, 2, 03042-052-003, 03042-052-052-006; Existing Future Land : Medium Density Residential; Moderate Density Residential; ultiiple Family – 8 (RMF-8).



sted parties may appear and be ion. Copies of the application are at the Planning and Community 0 NW 142nd Terrace, Alachua, day between the hours of 7:30 nents on the application may be City of Alachua, Planning and . Box 9, Alachua, FL 32616. tion 286.0105, Florida Statutes, sion made at the public hearing, proceedings, and that, for such re that a verbatim record of the udes the testimony and evidence based. In accordance with the t, any persons with a disability lation in order to participate in Clerk at (386) 418-6100 x 101 at hearing.

ty Today - June 01, 2017)



## City of ALACHUA

### PUBLIC NOTICE NOTICE OF ENACTMENT OF AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA

The City of Alachua City Commission will hold a public hearing on a proposed ordinance on June 12, 2017 at 6:00 p.m. The hearing will be held in the James A. Lewis Commission Chambers of City Hall, at 15100 NW 142nd Terrace, Alachua, Florida.

The ordinance title is as follows:

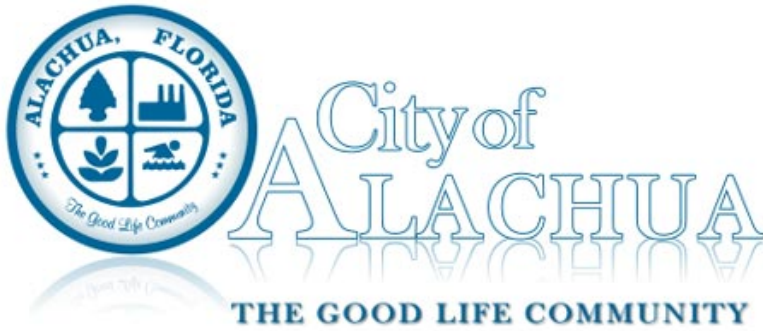
#### ORDINANCE 17-09

**AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA; AUTHORIZING ALACHUA COUNTY TO LEVY SPECIAL ASSESSMENTS WITHIN CITY BOUNDARIES TO PAY FOR FIRE PROTECTION SERVICES AND INCLUSION OF THE CITY IN THE ALACHUA COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT; PROVIDING FOR THE TERM OF SUCH AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.**

At the public hearing, all interested parties may appear and be heard with respect to the proposed ordinance. Copies of the proposed ordinance and related materials are available for public inspection at the Office of the City Clerk, 15100 NW 142nd Terrace, Monday-Thursday between the hours of 7:30 a.m. to 6:00 p.m. the Thursday prior to the City Commission meeting. **Written comments on the proposed ordinance may be sent to the following address: City of Alachua, Attn: City Manager's Office, P.O. Box 9, Alachua, FL 32616.** Notice is given pursuant to Section 286.0105, Florida Statutes, that in order to appeal any decision made at these public hearings, you will need to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, any persons with a disability requiring reasonable accommodation in order to participate in this meeting should call the City Clerk at (386) 418-6100 x 101 at least 48 hours prior to the public hearing.

(Published: Alachua County Today - June 01, 2017)





## Commission Agenda Item

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**MEETING DATE:** 6/12/2017

**SUBJECT:** Resolution 17-14 Amending the Fiscal Year 2016-2017 Budget; Increasing the Tree Bank Fund Budget by \$30,523 to provide for unanticipated revenues and expenses related to the off-site mitigation resulting from the extension of Progress Boulevard.

**PREPARED BY:** Robert A. Bonetti, Finance and Administrative Services Director

**RECOMMENDED ACTION:**

Adopt Resolution 17-14.

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### Summary

On April 24, 2017, the City Commission adopted Resolution 17-17 authorizing the off-site mitigation pertaining to the removal of trees resulting from the extension of Progress Boulevard as per approved construction plans submitted by the University of Florida Foundation, Inc.

In May 2017, the City received partial payment of this mitigation in the amount of \$30,522.63 from The Brentwood Company, Inc.

The total calculated amount of fees due is \$48,495.46.

In order to enable the City to provide the necessary off-site mitigation, it is necessary to recognize these revenues and appropriate the related expenses within the Tree Bank Fund (046).

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**FINANCIAL IMPACT:** Yes

**BUDGETED:** No

**AMOUNT:** \$30,523.00

**FUNDING SOURCE:** Other

**ADDITIONAL FINANCIAL INFORMATION:** If approved, the FY 2016-2017 Amended Budget total would be \$50,384,676.

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**COMMISSION GOALS:**

Quality of Life, Community Enhancement

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**ATTACHMENTS:**

Description

- ☐ Resolution 17-14
- ☐ Resolution 17-14 Exhibit A

**RESOLUTION 17-14**

**A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2016-2017 BUDGET; INCREASING THE TREE BANK FUND BUDGET BY \$30,523 TO PROVIDE FOR UNANTICIPATED REVENUES AND EXPENSES RELATED TO THE OFF-SITE MITIGATION RESULTING FROM THE EXTENSION OF PROGRESS BOULEVARD; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission, on April 24, 2017, adopted Resolution 17-17 authorizing the off-site mitigation pertaining to the removal of trees resulting from the extension of Progress Boulevard as per approved construction plans submitted by the University of Florida Foundation, Inc.; and,

**WHEREAS**, the City has received a partial payment of these mitigation fees in the amount of \$30,522.63 from The Brentwood Company, Inc.;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ALACHUA COMMISSION:**

1. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2016-2017 Budget by the amount of thirty thousand dollars (\$30,523) as reflected in the budget amendment attached hereto as Exhibit A.
2. That this resolution shall take effect immediately upon its adoption.

**DULY ADOPTED** in regular session, this 12<sup>th</sup> day of June, 2017.

**CITY COMMISSION OF THE  
CITY OF ALACHUA, FLORIDA**

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Gib Coerper, Mayor

**SEAL**

**ATTEST:**

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Traci L. Gresham, City Manager/Clerk

CITY OF ALACHUA  
BUDGET AMENDMENT / BUDGET TRANSFER

CHECK ONE: \_\_\_\_\_ TRANSFER

  X   AMENDMENT

FOR FINANCE USE ONLY	
BA REFERENCE #	BA - _____
BATCH NUMBER	_____
PERIOD/DATE	_____
INITIALS	_____

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	Tree Bank Fund	Non-Departmental	Mitigation Fees	046-000.0000-342.9002	30,523.00	
2	Tree Bank Fund	Planning/Comm. Dev.	Operating Supplies	046-515.6510-503.5200		30,523.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
AMENDMENT/TRANSFER TOTALS					30,523.00	30,523.00
					COMBINED TOTAL	61,046.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Provide for appropriation of off-site mitigation proceeds per Resolution 17-14.

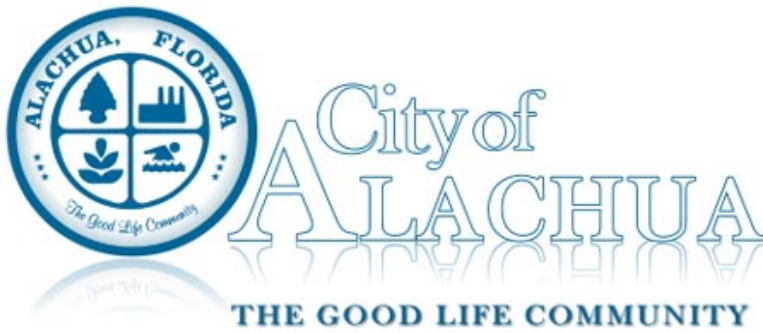
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\_\_\_\_\_

\_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR DATE

APPROVED BY: \_\_\_\_\_  
CITY MANAGER DATE



## Commission Agenda Item

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**MEETING DATE:** 6/12/2017

**SUBJECT:** Interlocal Agreement Between the City of High Springs and the City of Alachua for Building Official Services

**PREPARED BY:** Kathy Winburn, AICP, Planning and Community Development Director

**RECOMMENDED ACTION:**

Approve the Interlocal Agreement with the City of High Springs for Building Official Services and authorize the City Manager and Mayor to sign.

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### Summary

Previously, the City of Alachua and City of High Springs participated in an Interlocal Agreement for reciprocal building official services. At this time, the City of High Springs does not have a building official, and wishes to utilize the services of Alachua's Building Official.

The purpose of the Interlocal Agreement is to provide High Springs with the availability of a qualified building official to handle building permitting and inspections for High Springs in order for those services to be provided in an economic and efficient manner. Those services are to include building inspection services for permitted construction activity related to building construction, erection, repair, addition, remodeling, demolition, or alteration projects that are subject to the Florida Building Code related to building, plumbing, electrical and mechanical work, and provide all permit holders a record of the inspection results required by statute.

The proposed fees for services are \$55.00 for each inspection; \$55.00 per hour for plan review; and \$55.00 per hour for other building official functions other than the above.

The Interlocal Agreement shall remain in effect until December 31, 2017. Either party may terminate the agreement without cause after providing thirty (30) days written notice.

The proposed Interlocal Agreement is being presented to the High Springs City Commission by High Springs city staff at its City Commission meeting on June 8, 2017.

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### **ATTACHMENTS:**

Description

- ▢ Interlocal Agreement between the City of High Springs and the City of Alachua for Building Official Services

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS  
AND THE CITY OF ALACHUA FOR BUILDING OFFICIAL SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF HIGH SPRINGS, a Florida municipality (hereinafter “HIGH SPRINGS”), whose address is 23718 US HWY 27, High Springs, Florida, 32643, and the CITY OF ALACHUA, a Florida municipality (hereinafter “ALACHUA”), whose address is 15100 NW 142nd Terrace, Alachua, Florida 32615. HIGH SPRINGS and ALACHUA may be jointly referred to herein as “Parties.”

**R E C I T A L S**

WHEREAS, pursuant to Section 553.79, Florida Statutes, municipalities are required to conduct building inspections to ensure compliance with the Florida Building Code;

WHEREAS, ALACHUA has a department which handles building permitting and inspection and employs a building official to handle building permits and perform inspections;

WHEREAS, HIGH SPRINGS has a department which handles building permitting and inspections, but does not have a building official to handle building permits and perform inspections;

WHEREAS, HIGH SPRINGS wishes to utilize the services of ALACHUA’s building official while HIGH SPRINGS does not have a building official;

WHEREAS, Section 163.01, Florida Statutes, authorizes interlocal agreement to ensure the government units make the most efficient use of power;

**NOW THEREFORE**, in consideration of the provisions contained in this Agreement, and other good and valuable consideration acknowledged herein, the Parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct, form a material part of this Agreement and are incorporated into this Agreement.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to provide HIGH SPRINGS with the availability of a qualified building official to handle building permitting and inspections for HIGH SPRINGS in order for these services to be provided in an economic and efficient manner.

**SECTION 3. RESPONSIBILITIES.** The responsibilities of the Parties are:

a. HIGH SPRINGS will request the services of ALACHUA’s building official to perform building permitting and inspection services for HIGH SPRINGS in writing and to ALACHUA.

b. HIGH SPRINGS and ALACHUA agree that all services performed under this Agreement shall be performed in accordance with the Florida Building Code and shall be conducted in the manner required by state statute. The services shall include regulatory building inspection services for permitted construction activity related to building construction, erection, repair, addition, remodeling, demolition, or alteration projects that are subject to the Florida

Building Code related to building, plumbing, electrical and mechanical work, and provide all permit holders a record of the inspection results required by statute.

**SECTION 4. FEES.** The fees for the building official's services shall be as follows:

- a. \$55.00 for each inspection;
- b. \$55.00 per hour for plan review;
- c. \$55.00 per hour for other building official function other than as in a and b above;

**SECTION 5. PAYMENT.** ALACHUA shall invoice HIGH SPRINGS at its address set forth in paragraph 8 below in accordance with the fee schedule in Section 4 above on a monthly basis. HIGH SPRINGS shall pay each invoice immediately upon receipt of it. Payment made by mail shall be sent to the address for ALACHUA listed in Section 8 below. If payment is not received by ALACHUA within 30 days of the date of the invoice, all services under this Agreement will be halted until full payment of the invoice has been paid to ALACHUA.

**SECTION 6. TERM.** This Agreement shall remain in full force and effect until December 31, 2017. Provided, however, either HIGH SPRINGS or ALACHUA may terminate this agreement without cause after providing thirty (30) days written notice to the address set forth in Section 8 below.

**SECTION 7. INTERPRETATION.** The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

**SECTION 8. NOTICES.** Whenever either HIGH SPRINGS or ALACHUA desires to give notice to the other, such notice must be in writing, sent by certified U.S. mail, return receipt requested, addressed to the other for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it is changed by written notice in compliance with the provision of this paragraph. For the present, the Parties have designated the following as the respective place for giving of notice:

For HIGH SPRINGS:

High Springs City Manager  
23718 W US HWY 27  
High Springs, Florida 32643

For ALACHUA:

City of Alachua City Manager  
P.O. Box 9  
Alachua, Florida 32616

**SECTION 9. EFFECTIVE DATE.** The effective date of this Agreement shall be June 5, 2017, and the fees set forth in Section 4 above shall be paid as of that date.

**SECTION 10. SEVERABILITY.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

**SECTION 11. LIABILITY.** Nothing is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third Parties in any matter arising out of this Agreement or any other contract. All Parties are municipal corporations or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, or any amended or successor statute, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law.

**SECTION 12. LIMITATIONS OF AGREEMENT.** It is not the intent of this Agreement to change the jurisdiction of the Parties in any manner except as specifically provided herein. All other policies, rules, regulations and ordinances of the Parties will continue to apply within the jurisdictional boundaries of each city.

**SECTION 13. EMPLOYEE STATUS.** Performance and functions by an employee of either Party pursuant to this Agreement shall not be deemed to make said officials employees of the other city nor shall they have any claim to pension, Workers' Compensation, civil service or other employee rights or privileges granted by the other Party to its officers and employees.

**SECTION 14. REPEAL OF PRIOR AGREEMENT.** That certain Interlocal Agreement between City of HIGH SPRINGS and City of ALACHUA for Build Inspection services entered into by the Parties and effective as of November 2015 is hereby terminated by the mutual consent of the Parties.

**SECTION 15. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings and agreements. Amendments to and waivers of the provisions of this Agreement shall be made by the Parties only in writing by formal amendment approved by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**City of High Springs:**

**City of Alachua:**

\_\_\_\_\_  
Ed Booth, City Manager

\_\_\_\_\_  
Traci Gresham, City Manager

\_\_\_\_\_  
Gloria James, Mayor

\_\_\_\_\_  
Gib Coerper, Mayor

Attest:

Attest:

\_\_\_\_\_  
Jenny Parham, City Clerk

\_\_\_\_\_  
Alan Henderson, Deputy City Clerk

\_\_\_\_\_  
S. Scott Walker, City Attorney

\_\_\_\_\_  
Marian B. Rush, City Attorney