

23718 W US HWY 27
High Springs, Florida 32643



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

**HIGH SPRINGS
CITY COMMISSION MEETING
APRIL 10, 2025
CITY HALL
23718 W US HWY 27**

APRIL 10, 2025,

6:30 PM

**MAYOR TRISTAN GRUNDER
VICE MAYOR ANDREW MILLER
COMMISSIONER WAYNE BLOODSWORTH, JR.
COMMISSIONER CHAD HOWELL
COMMISSIONER KATHERINE WEITZ**

(A) CALL TO ORDER AND ROLL CALL

(B) INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION BY: PASTOR TIM FOLDS, MOUNT PLEASANT BAPTIST CHURCH

(C) APPROVAL OF AGENDA:

(D) APPROVAL OF CONSENT AGENDA:

1. MINUTES OF THE MARCH 27, 2025, COMMISSION MEETING

(E) SPECIAL PRESENTATIONS

1. RECOGNITION OF SANTA FE HIGH SCHOOL WINTER GUARD SEASON

2. RECOGNITION OF LOCAL ALACHUA COUNTY HIGH SCHOOL HONOR BAND PARTICIPANTS

(F) UNFINISHED BUSINESS

(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 ESTABLISHING ALTERNATE DATES FOR THE SEPTEMBER, NOVEMBER, AND DECEMBER CITY COMMISSION MEETINGS AND SETTING THE DATES FOR THE BUDGET WORKSHOPS.**
 - 2. DISCUSS, CONSIDER, AND ACT ON TEMPORARILY SUSPENDING THE ALCOHOL CONSUMPTION ORDINANCE FOR THE HOT RODDING FOR HEROES ONE DAY EVENT.**
 - 3. DISCUSSION ON CHANGING CITY ATTORNEY SERVICES TO A DIFFERENT ATTORNEY WITHIN THE SAME FIRM.**
-
- (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 CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON TH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE CITY COMMISSION MEETINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK 23718 W US HWY 27, TELEPHONE (386) 454-1416.



Consent Agenda

23718 W US HWY 27
High Springs, Florida 32643



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

**HIGH SPRINGS
CITY COMMISSION MEETING
MARCH 27TH, 2025
CITY HALL**

CALL TO ORDER AND ROLL CALL

Vice Mayor Miller called the meeting to order at 6:30 pm

ROLL CALL CITY COMMISSION:

Mayor Tristan Grunder – Not Present
Vice Mayor Andrew Miller – Present
Commissioner Wayne Bloodsworth – Present
Commissioner Chad Howell - Present
Commissioner Katherine Weitz- Present

STAFF PRESENT:

Jeremy Marshall, City Manager
Angela Stone, City Clerk
Jami Echeverri, Asst City Clerk
Scott Walker, City Attorney
Additional Attorney (unnamed)
Kevin Mangan, PIO
Antoine Sheppard, Police Chief
Joseph Peters, Fire Chief
Jason Kytte, Public Works Director
Allan Alligood, Building Official
Kristyn Adkins, Planning Technician

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Commissioner Bloodsworth

Pledge of Allegiance

APPROVAL OF AGENDA: Approve the Agenda of the March 27th, 2025, commission Meeting.

Commissioner Weitz motioned to approve the agenda of the March 27th, 2025 commission meeting.

Commissioner Howell seconded.

4-0

APPROVAL OF CONSENT AGENDA: DISCUSS CONSIDER AND ACT ON APPROVAL OF MINUTES FROM MARCH 13TH, 2025, COMMISSION MEETING

Commissioner Howell motioned to approve the Minutes of March 13th, 2025, Commission Meeting

Commissioner Bloodsworth Seconded.

Motioned carried 4-0

(E) SPECIAL PRESENTATIONS: NONE

(F) UNFINISHED BUSINESS: NONE

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

Linda Jones – Spoke of an article in the Alachua Chronicle regarding the Board of County Commissioners. She specifically talked about her comments to the board regarding Home Rule. She encourages the commission to discuss this at an upcoming meeting. She discussed certain non-citizens speaking at city commission meetings and her disagreement with such. She discussed a controversial issue surrounding the local brewery and non-citizens being involved in city-specific matters.

Andy Solusky (spelling unsure) – spoke of safety concerns regarding the highway between the local grocery store and church. He is concerned about a potential increase in traffic. He discussed the history and origin of high springs and the land itself concerning the ground water and “sinks”. He discussed multiple accidents that have occurred in front of his home/property and the many near accidents he has witnessed. He has concerns about the proximity of the school to this concerning road.

COMMISSIONER RESPONSE:

Commissioner Weitz – also has concerns about the safety of the road in front of the First Baptist church and appreciates Mr. Solusky’s input.

(H) NEW BUSINESS

DISCUSS, CONSIDER AND ACT ON AWARDING BID FOR FIRE STATION HVAC REPLACEMENT.

Fire Chief Peters gave a presentation of the two bids received for the improvements to the Fire Station. He stated staff’s recommendation was to award the bid to Crystal Air. This company discovered the initial problem that required mold mitigation and repairs to the station, and has assisted with other portions of the renovation project.

Vice Mayor Miller – believes this company has a very comprehensive thorough bid packet.

Commissioner Weitz – confirmed the two bids were comparable, with regard to specs and equipment. She asked was the funding of this from the approved ARPA funds. (City Manager Marshall confirmed yes)

Commissioner Howell – asked for clarification on the structural beams and if they were included in the proposal cost.

Chief Peters advised that after discussion with both companies and an engineer, the beams were not necessary as they would not be placed in such a way that would put weight on the building.

Commissioner Weitz motioned to award the bid to Crystal Air and Water
Commissioner Howell seconded.

Motion Carried 4-0

DISCUSS CONSIDER AND ACT ON SITE PLAN FOR WHITFIELD WINDOW & DOOR

City Attorney explained this was a quasi-judicial process and swore in the commission, staff and citizens for discussion.

Planning Technician Kristy Adkins was sworn in for the quasi-judicial proceedings and continued to give a brief explanation of the proposed site plan project.

Vice Mayor Miller is happy to see a local business expanding and succeeding.

Commissioner Bloodsworth motioned to accept the addition to Whitfield Window and Door.
Commissioner Howell Seconded

Motion Carried 4-0

DISCUSS CONSIDER AND ACT ON SITE PLAN FOR A FAST-FOOD RESTAURANT (MCDONALD'S) ON TAX PARCEL #00207-007-000 (20410 N US HWY 441)

Planning Technician Kristy Adkins gave a brief explanation of the proposed site plan project.

Commissioner Weitz exited the meeting at 6:51 pm

The City Attorney explained this was a quasi-judicial process and swore in the commission, staff, and citizens.

Craig McDonald, a representative of the proposed project gave a thorough presentation of the restaurant. He explained there is a gopher tortoise on site and they are working with FWC to relocate the endangered animal and will be done so safely prior to construction. He elaborated on the vegetative buffers and site improvements to alleviate disturbance to residents and citizens in the area. He stated they have exceeded all landscaping requirements in City code.

They are working with FDOT to provide cross-access connection to Tractor Supply, as well as a left-turn lane, a concrete separator to prevent traffic from turning into oncoming vehicles, a bike lane, and a sidewalk. An estimated \$350,000 in improvements to the area traffic pattern.

COMMISSION AGENDA

MARCH 27TH, 2025

PAGE 4 of 6

He stated McDonald's would provide employment to an estimated 60 people and provide an additional dining option to the area without detracting from well-loved local businesses.

Vice Mayor Miller – appreciates the very well-thought-out and thorough site plan. He is also glad to see the connection between the two businesses and improvements to the road.

Commissioner Bloodsworth asked where on the site plan would the "McDonald's" sign go? He also asked the approximate size of the building.

Mr. McDonald indicated on the site plan where the sign would be placed. He elaborated that the size is mostly to serve the drive-through with seating for only approximately 30-38 inside.

Attorney Walker asked Mr. McDonald to explain his area of expertise.

Mr. McDonald gave an explanation of his substantial credentials and experience.

Public Comments:

Don Joiner – has concerns about the turn in Tractor supply especially trailers that could cause back-ups in the parking lot. He would prefer to see the turn lane in a different area to see

Andy Solusky (spelling unsure) – discussed the code and asked could a change be made to the sign to better align with the towns 'image', as the traditional sign could be perceived as an eyesore. He is also concerned about litter and asked if McDonalds was going to adopt the highway and make sure it stays clean. He has concerns about the homeless in the area leaving litter and residing on the property. He is concerned about loitering. He is concerned about Ashton Ridge citizens losing safe property access.

Petra Townsend – she has safety concerns about the traffic leaving Ashton Ridge at the same time as traffic leaving McDonald's.

Laura Sanders – a resident in Ashton Ridge, is also concerned about the traffic safety. She discussed being able to hear the semis in tractor supply and commended the business for installing a fence and asked if McDonald's would potentially consider something similar. She also asked if the restaurant is 24/7.

Nathan Warner – discussed the uniqueness of High Springs, and allowing McDonald's. He presented a study elaborating on the economic and health impact.

Mr. McDonald stated that the 24-hour open time is unlikely and would not be at this time. He elaborated that the sign is up to code and meets standards. He discussed there would be no outside amenities for people to loiter and 'camp'.

Janet Evans – (sworn in by the Attorney) understands code has been met but she also has concerns about the traffic. She also likes and supports designing things to complement the image of the town. She would prefer not to see something so modern and contemporary. She knows the character of the town is important.

Alexander Lennar – also has concerns about sound and light pollution. He understands there have been concessions but is still concerned about how this will affect the neighborhoods and

residences. He would also like to see a fencing similar to Traffic supply to provide more of a buffer.

Mr. McDonald elaborated on the distance and buffer in place between the restaurant and the residential neighborhood. He stated typically deliveries are swift and should not provide a noise concern. Construction should begin around June-July and should take approximately 180-190 days and will be in conjunction with the traffic improvements.

Vice Mayor Miller clarified with Mr. McDonald that there is also a vegetative buffer on the entrance.

Jen Cole - (sworn in by the Attorney) lives in the back of the property and in the particular area where she resides does not have much of a dense vegetative buffer.

Commissioner Bloodsworth discussed the design of Ashton Ridge not being don't with consideration in the first place. He explained that this business has met all requirements and while he understands, it is inevitable that residential and commercial areas will develop. He believes this is a child-friendly improvement that will add to the town.

Commissioner Howell motioned accept the site plan for the future McDonald's
Commissioner Bloodsworth Seconded

Motion carried 3-0

CITY ATTORNEY REPORT/UPDATE: None

CITY MANAGER REPORT/UPDATE: Discussed the legislative action days he and a few commissioners attended. He commended staff Mangan and Echeverri, the Mayor's Youth Council, and the Mayor for attending a career day at Santa Fe High School. He invited the community to a Babe Ruth baseball tournament in Alachua.

Mr. Marshall advised the commission that Wild Spaces money was used as a part of the purchase of the Canoe Outpost, and would need to be repaid. He stated they are actively working on a solution for this in conjunction with the county and that it is in the very early stages of discovery.

Commissioner Bloodsworth asked for clarification.

Mr. Marshall elaborated on the use and permitted purpose of the Wild Spaces money. He discussed several options they would be exploring to solve this concern.

Vice Mayor Miller asked could the canoe outpost be sold.

Staff Diane Wilson advised they are looking into this with the Attorney's.

COMMISSIONERS:

COMMISSION AGENDA

MARCH 27TH, 2025

PAGE 6 of 6

Howell: A lot happens out in the community with the staff that many aren't aware of and he commended them on the work and help.

Bloodsworth: Enjoyed attending the legislative actions days and learned a lot.

Weitz - absent

MAYOR: Absent

VICE MAYOR: Commended Kristy Adkins as his employee of the week.

MOTION TO ADJOURN.

Commissioner Bloodsworth motioned to adjourn.

Vice Mayor Miller adjourned the meeting at 7:37 pm



Special Presentation

#1



Commission Agenda Item Request Form

MEETING DATE: April 10, 2025

SUBJECT: Recognition of Santa Fe High School Winter Guard Season

AGENDA SECTION: Special Presentations

DEPARTMENT:

PREPARED BY: Katherine Weitz

RECOMMENDED ACTION: Presentation Only

Summary

Recognition of a successful competition season of the Santa Fe High School Winter Guard.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____



Special Presentation

2



Commission Agenda Item Request Form

MEETING DATE: April 10, 2025

SUBJECT: Recognition of local Alachua County High School Honor Band Participants

AGENDA SECTION: Special Presentations

DEPARTMENT:

PREPARED BY: Katherine Weitz

RECOMMENDED ACTION: Presentation Only

Summary

Recognition of local High Springs / City of Alachua Band students in the Alachua All County High School Honor Band.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____



New Business Item #1



Commission Agenda Item

MEETING DATE: MARCH 27, 2025

SUBJECT: DISCUSS, CONSIDER, AND ACT ON ESTABLISHING ALTERNATE DATES FOR THE SEPTEMBER, NOVEMBER, AND DECEMBER CITY COMMISSION MEETINGS AND SETTING THE DATES FOR THE BUDGET WORKSHOPS.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY COMMISSION

PREPARED BY: ANGELA STONE, CITY CLERK

RECOMMENDED ACTION: APPROVE RECOMMENDED MEETING DATES

Summary

HISTORICALLY, THE COMMISSION HAS CHANGED THE NOVEMBER AND DECEMBER MEETING DATES TO AVOID CONFLICTS WITH THE HOLIDAYS. THE SECOND MEETING IN SEPTEMBER IS CHANGED DUE TO ADVERTISING REQUIREMENTS FOR THE SECOND BUDGET HEARING. BELOW IS THE RECOMMENDED MEETING DATES FOR SEPTEMBER, NOVEMBER, AND DECEMBER:

SEPTEMBER 11TH & 22ND, NOVEMBER 13TH AND DECEMBER 11TH

BUDGET WORKSHOP DATES:

APRIL 24, 2025, MAY 08, 2025, MAY 22, 2025, JUNE 12, 2025, JUNE 26, 2025, JULY 10, 2025, AND JULY 15, 2025 @ 5:30 P.M. PRIOR TO THE REGULAR COMMISSION MEETINGS.

JULY 15TH AND JULY 17TH @ 6:30 P.M.

4/24/2025	General Fund Revenues, Admin Depts - City Commission, City Clerk, City Manager, Finance, Utility Billing
5/08/2025	Building, Planning, Parks & Rec, WSPP
5/22/2025	IT, Fire
6/12/2025	Police, Cemetery, Streets & Roads, Facilities and Transportation (Road Projects)
6/26/2025	Waste Water, including recommended rate changes, Solid Waste rates
7/10/2025	Water, including recommended rate changes, CRA
7/15/2025	Capital Improvement Plan (CIP) and Replacement Funds
7/17/2025	Finalize Utility Rates and CIP
9/11/2025	Preliminary Millage and Budget approval
9/22/2025	Final Millage and Budget approval

ATTACHMENTS: CALENDAR

REVIEWED BY CITY MANAGER:



CITY OF HIGH SPRINGS-2025 MEETING DATES

APRIL

04/24/2025— 5:30 p.m. Budget Workshop
04/24/2025— 6:30 p.m. Comm. Mtg.

MAY

05/08/2025—5:30 p.m. Budget Workshop
05/08/2025— 6:30 p.m. Comm. Mtg.

05/22/2025— 5:30 p.m. Budget Workshop
05/22/2025— 6:30 p.m. Comm. Mtg.

JUNE

06/12/2025—5:30 p.m. Budget Workshop
06/12/2025— 6:30 p.m. Comm. Mtg.

06/26/2025— 5:30 p.m. Budget Workshop
06/26/2025— 6:30 p.m. Comm. Mtg.

JULY

07/10/2025—5:30 p.m. Budget Workshop
07/10/2025— 6:30 p.m. Comm. Mtg.

07/15/2025— 6:30 p.m. Budget Workshop
07/17/2025— 6:30 p.m. Budget Workshop

07/24/2025— 6:30 p.m. Comm. Mtg.

AUGUST

08/14/2025— 6:30 p.m. Comm. Mtg.

08/28/2025— 6:30 p.m. Comm. Mtg.

SEPTEMBER

09/11/2025— 6:30 p.m. Comm. Mtg.

09/22/2025— 6:30 p.m. Comm. Mtg.

OCTOBER

10/09/2025— 6:30 p.m. Comm. Mtg.

10/23/2025— 6:30 p.m. Comm. Mtg.

NOVEMBER

11/13/2025— 6:30 p.m. Comm. Mtg.

DECEMBER

12/11/2025— 6:30 p.m. Comm. Mtg.



New Business Item #2



Commission Agenda Item Request Form

MEETING DATE APRIL 10, 2025

SUBJECT: DISCUSS, CONSIDER, AND ACT ON TEMPORARILY
SUSPENDING THE ALCOHOL CONSUMPTION ORDINANCE FOR THE HOT
RODDING FOR HEROES ONE DAY ONLY EVENT.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY MANAGER

PREPARED BY: EXECUTIVE ASSISTANT, ASHLEY MAULDIN

RECOMMENDED ACTION: STAFF RECOMMENDS APPROVAL

Summary

THE HOT RODDING FOR HEROES EVENT WILL DONATE ALL PROCEEDINGS
TO THE VETERAN'S FOUNDATION AND MARINE CORPS LEAGUE.

THERE WILL BE LIVE MUSIC, FOOD TRUCKS, AND AWARDS FOR THE BEST
IN SHOW AS WELL AS THE TOP 10 VEHICLES.

ACCORDING TO STAFF, THIS EVENT HAS BEEN SUCCESSFULLY MANAGED
IN THE PAST AND STAFF HAS NO ISSUES WITH DESIGNATED DRINKING
AREAS AS LONG AS CLEARLY DEFINED BOUNDARIES ARE IN PLACE.

ATTACHMENTS: SPECIAL EVENT PERMIT APPLICATION
REVIEWED BY CITY MANAGER: _____



SPECIAL EVENT PERMIT APPLICATION

Deadline for Application _____ (if known or no less than 60 days prior to event)

APPLICANT INFORMATION

Name Matt Yakubsin Email yakmarine2898@yahoo.com
Company/Organization Marine Corps League Gator 990
Address/City/State/Zip P.O. Box 14 High Springs FL 32655
Telephone Numbers Day _____ Evening _____
Cell 352-334-0597 Fax _____

EVENT ORGANIZER (If different than Applicant)

Name _____ Email _____
Company/Organization _____
Address/City/State/Zip _____
Telephone Numbers Day _____ Evening _____
Cell _____ Fax _____

EVENT INFORMATION

Event Name Hot Rodding For Heroes Event Date(s) 5-3-25
Event Summary _____
Event Location/Park High Springs Brewery - same as last year
Do you plan to charge an admission? Yes _____ No ☒ please specify: _____
Expected Attendance (including event crew, participants & spectators): _____
Set-up Date(s) 5-3-25 Day(s) _____ Time _____
Event Date(s) 5-3-25 Day(s) _____ Time _____
Clean-up Date(s) 5-3-25 Day(s) _____ Time _____

Does the registered organization that owns and operates the event hold a current not-for-profit registration? Or are they partnering with a not-for-profit? Yes ☒ No _____
If yes, please provide a copy of registration and copy of DR-13 and DR-14, as applicable and please explain relationship and partnership purpose in detail: _____

Has this event taken place previously? Yes ☒ No _____ If yes, when 10-12-24
Where same place Attendance _____
How many times has event taken place previously and provide a brief history last 2 years

EVENT LOGISTICS

1. Planned event activities (face painting, bounce houses, etc.)

Car Show

2. Vendors and/or concessions provided

Food Truck

3. Entertainment (detail type of entertainment; bands, DJ, dancers, magicians etc...)

DJ

4. Event equipment to be used (including dimensions, staging/platforms, canopies, tents, booths, scaffolding, trucks, etc...)

Area for cars to set up.

5. Sound system and hours of amplified sound. Describe equipment to be used (i.e. PA systems, microphone, speakers, amps)

DJ sound system

6. How will you handle emergency vehicle access to your event?

7. Will your event provide portable toilet facilities? Yes ___ No Y
If yes, number to be provided:

8. Will your event provide dumpsters? Yes Y No ___
If yes, number & size to be provided:

9. Please describe electrical requirements. Note that electricity may not be available and that you may need to provide your own generators for electrical support. (In some parks, generators will not be allowed.)

N/A

10. Describe all signage that will be used and their locations.

11. City Support:

Police Department Required?

Yes

☒ No

If yes, there may be a cost

Fire Department Required?

Yes

☒ No

If yes, there may be a cost

Fire Inspection Required?

Yes

☒ No

If yes, there may be a cost

Public Works Required?

Yes

☒ No

If yes, there may be a cost

Liability insurance required?

☒ Yes

No

If yes, there may be a cost

Alcohol served, sold or consumed?

☒ Yes

No

If yes, then City Commission Approval is required.

Food cooked or served on site?

Food truck

☒ Yes

No

If yes, then Fire Inspection is required.

Please describe _____

City Commission Approval Required?

☒ Yes

No

If any costs are to be requested waived or if there is alcohol served, City Commission approval is required.

CERTIFICATE OF INSURANCE

Name of

Carrier _____

Address/City/State/Zip _____

Agent Name _____

Phone _____

Fax _____

Attach Certificate of Insurance. The City of High Springs, A municipal corporation organized and existing under the laws of the State of Florida must be named Additional insured under certificate holder and special provisions.

PROOF OF AGENCY

On agency letterhead, **please attach proof of agency or letter of authorization** showing his/her authority to represent the organization names herein prior to approval of this application.

TERMS OF AGREEMENT

As the applicant, I hereby accept and understand the responsibility to oversee all contractors, vendors or parties affiliated with the event to ensure compliance with all policies, rules, regulations and guidelines of the City of High Springs and the regulations listed below. I understand that falsification of any aspect of this application or any other violation may result in immediate cancellation and/or revocation of the permit. I understand that the permit is non-transferable and non-refundable. Failure to submit for approval in a timely manner will result in automatic denial. Without approval, the special event cannot be held.

- A completed special event application must be submitted a minimum of 21 days prior to the event
- If any section does not apply, mark N/A or cross out that section
- The City Managers office will determine if event requires a Certificate of Insurance
- A Certificate of Insurance for the event must be submitted (10) days prior to the beginning of the event and should also name The City of High Springs, A municipal corporation organized and existing under the laws of the State of Florida, additional insured

- **Alcoholic beverages are not allowed on park property**
- Absolutely no staking allowed when setting up tents on athletic fields - weighted bucket drops are permissible
- The applicant is responsible for the collection and proper disposal of all trash generated during the event
- **The volume level from public address or sound systems must remain at an acceptable level and should not be audible from a distance of more than 50 feet. Please refer to the attached noise ordinance. In the event that the ordinance is violated, the special event may be shut down.**
- All non-essential production and personal vehicles must be parked in public parking areas
- No overnight parking
- Uniformed law enforcement may be required to provide traffic and crowd control at the event organizer's expense.
- A user fee may be charged for each facility /open space used and special support needed
- In addition to the permit and facility fees , one or more of the following charges shall apply, where applicable
- The city may require the presence of a park supervisor during event. This additional cost may be included in the permit fee.
- A damage deposit may be required upon approval of the permit; the deposit will be returned after it has been determined by parks staff that the event area has been left free of debris and in good condition. Please allow time for processing
- Event organizers may be asked to present a copy of their permit to local Law Enforcement during the event. Please have it available. Event organizers must be present during event.

I have read and understand the above stipulations.

Matthew Yakubson

Applicant's Name

3-18-25

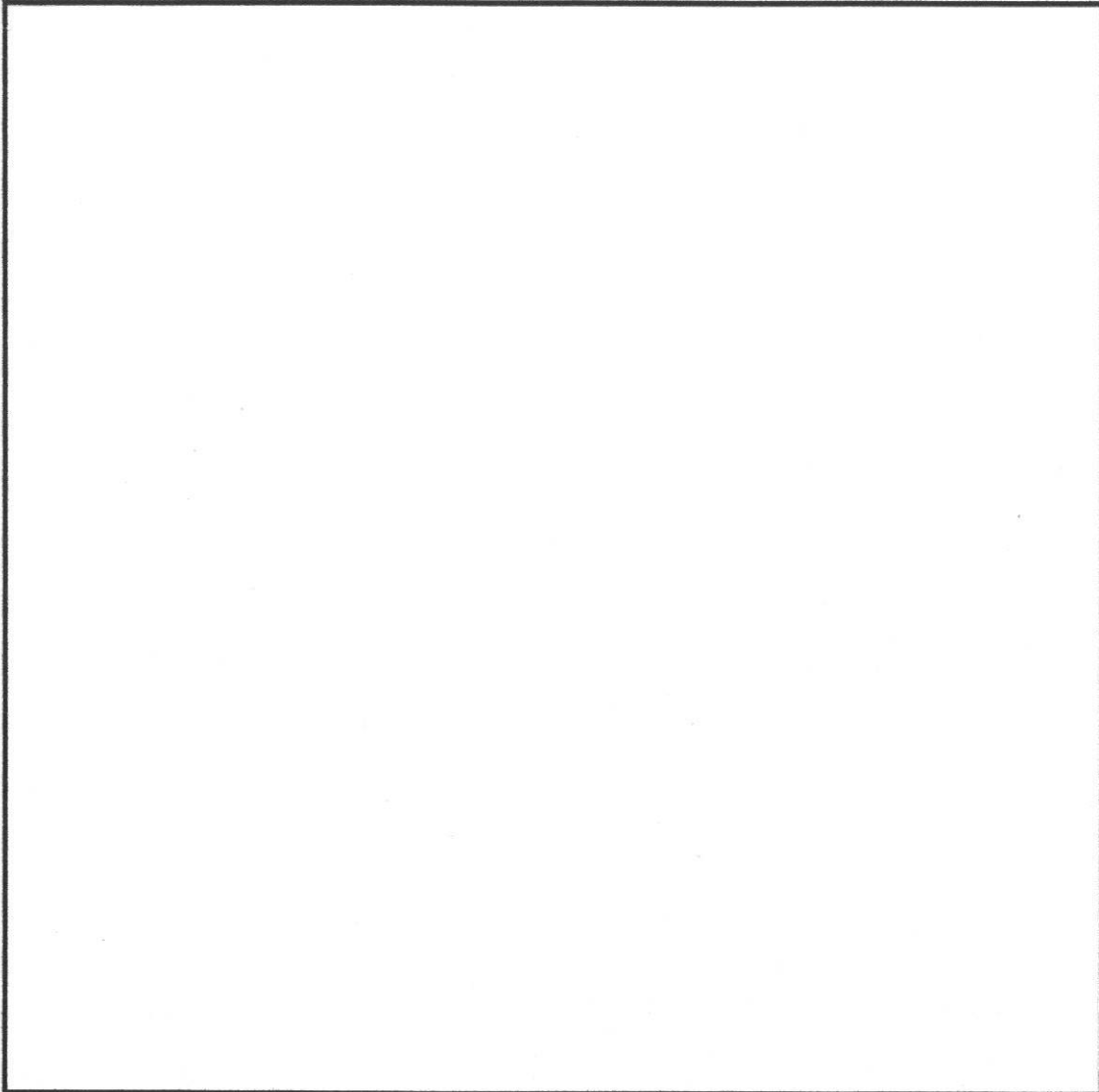
Date

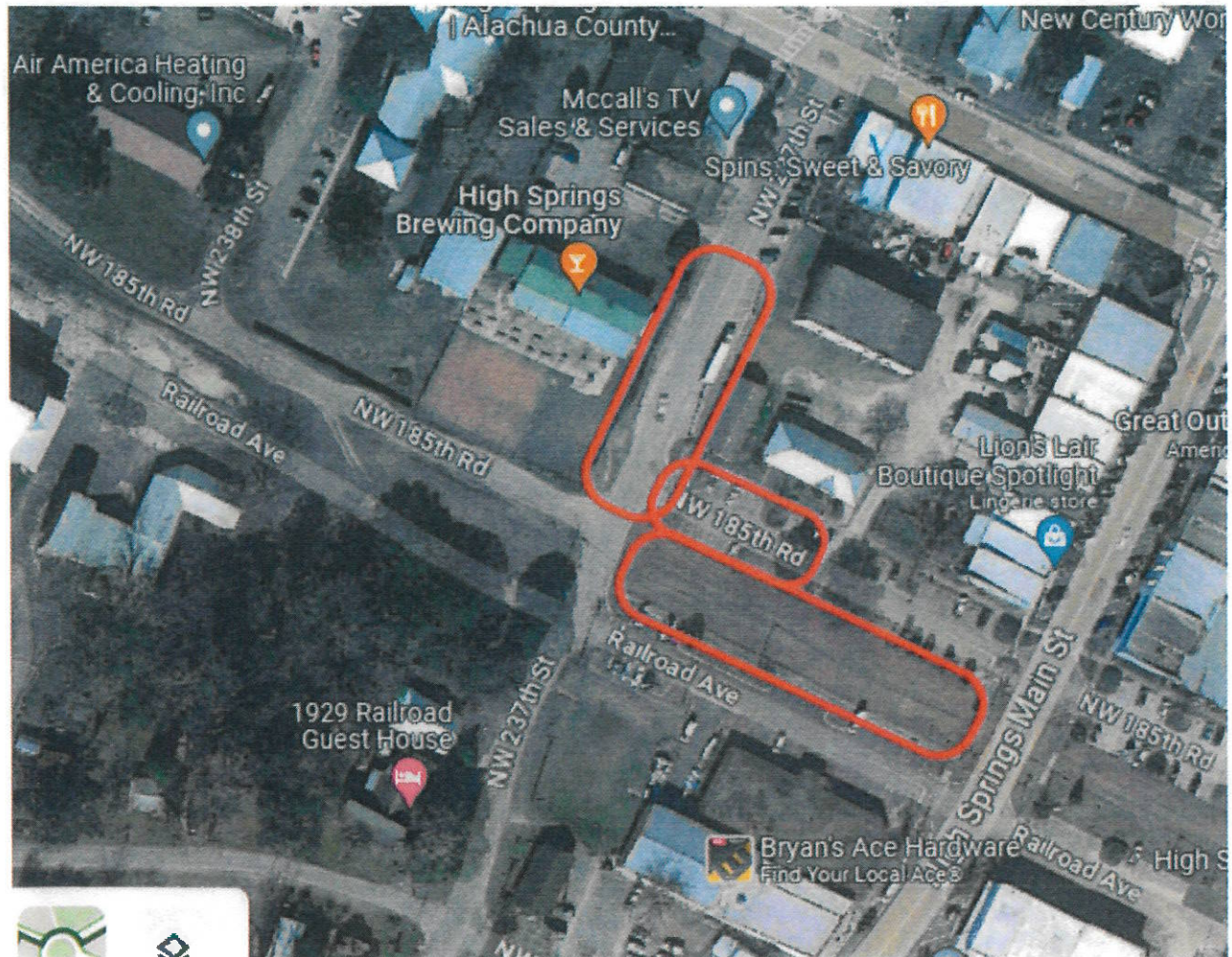
Please mail or submit completed packet to:

The City of High Springs.
110 NW 1st Avenue
High Springs, Florida 32643

SITE PLAN

If event attendance is more than 300 persons or event involves a race, walk, parade etc... Please attach a site map or use the space provided below. Please provide a drawing of the boundaries and details of the proposed Special Event including locations of all intended activities with reference points such as streets, buildings, barricades, emergency access points, race or parade routes, tents, vendors etc. Site map for smaller events, security, traffic or clean-up plans may also be requested.





OFFICE USE ONLY – DEPOSIT AND APPROVAL INFORMATION

Approved by the City Manager _____ Date _____

Conditions for Approval _____

Comments by the Fire Chief _____ Date _____

Conditions for Approval _____

Assessed Fees \$ _____

Comments by the Police Chief _____ Date _____

Conditions for Approval _____

Assessed Fees \$ _____

Comments by the Building Department _____ Date _____

Conditions for Approval _____

Assessed Fees \$ _____

Comments by the PW/Recreation _____ Date _____

Any additional Assessed Fees: \$ _____ Explanation _____

Staff Point-Of-Contact Assigned to this event (day of event) _____

Copy of Certificate of Insurance Received _____ (attach as applicable)

Amount of Total Fees assessed \$ _____ Received on _____ Received By _____

Form of Payment ☐ Cash ☐ Check # _____

Other Notes:



MARKEL INSURANCE COMPANY

MEMBER CERTIFICATE

CERTIFICATE NUMBER: W02928595

DATE: 03/04/2025

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:

MASTER POLICY NUMBER: M1RPG0000000515200

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group
IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THE MASTER POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.
NAMED INSURED (CERTIFICATE HOLDER)
Name and Mailing Address (No., Street, Town or City, County, State, Zip Code):
Gator Detachment 990, Marine Corps League
2002 NW 56th Terrace, Gainesville, FL 32605
Effective Date: 05/03/2025 at 12:01 AM EDT
Expiration Date: 05/04/2025 12:01 AM
This replaces prior Certificate Number:

Plan Administered By	Insurer
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	Markel Insurance Company 10275 West Higgins Road, Suite 750 Rosemont, IL 60018
Contact Information	Producer Name And Mailing Address
Name: MM -- Concessionaires, Exhibitors & Vendors Phone 1-800-328-2317 Fax: 1-260-459-5502 Email: info@eventinsurance-kk.com	K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804

To Report A Claim
By Phone: 1-800-237-2917 By Fax: 1-312-381-9077 By E-mail: KK.Claims@kandkinsurance.com By Mail K&K Insurance Group, Inc. 1712 Magnavox Way P.O. Box 2338 Fort Wayne, Indiana 46801 Online: www.kandkinsurance.com

Description Of Operations, Premises, And Operations																				
Description Of Operations: Booth Operations of the Named Insured; # of Trailers: 1 Event Name: Hotrods for Heroes; Event Date: 05/03/2025 to 05/03/2025																				
Premises And Operations: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%; border: none;">Location No.</td> <td style="width: 45%; border: none;">Address</td> <td style="width: 40%; border: none;">Operations</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Refer to coverage form MGL1576</td> <td style="border: none;"></td> </tr> </table>			Location No.	Address	Operations		Refer to coverage form MGL1576													
Location No.	Address	Operations																		
	Refer to coverage form MGL1576																			
Limits of Insurance																				
Commercial General Liability <table style="width: 100%; border: none;"> <tr> <td style="width: 55%;">General Aggregate</td> <td style="width: 25%;">\$5,000,000</td> <td style="width: 20%;"></td> </tr> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$1,000,000</td> <td></td> </tr> <tr> <td>Personal And Advertising Injury</td> <td>\$1,000,000</td> <td>Any One Person or Organization</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> <td></td> </tr> <tr> <td>Damage to Premises Rented To You</td> <td>\$300,000</td> <td>Any One Premises</td> </tr> <tr> <td>Medical Expense</td> <td>\$5,000</td> <td>Any One Person</td> </tr> </table>			General Aggregate	\$5,000,000		Products/Completed Operations Aggregate	\$1,000,000		Personal And Advertising Injury	\$1,000,000	Any One Person or Organization	Each Occurrence	\$1,000,000		Damage to Premises Rented To You	\$300,000	Any One Premises	Medical Expense	\$5,000	Any One Person
General Aggregate	\$5,000,000																			
Products/Completed Operations Aggregate	\$1,000,000																			
Personal And Advertising Injury	\$1,000,000	Any One Person or Organization																		
Each Occurrence	\$1,000,000																			
Damage to Premises Rented To You	\$300,000	Any One Premises																		
Medical Expense	\$5,000	Any One Person																		
Additional Coverages In addition to the Commercial General Liability coverages shown above, the following additional coverages are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.																				
Limit Of Insurance																				
Endorsements																				
Forms and endorsements applying to this Member Certificate and made part of the policy at time of issue:																				
Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate																				
This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.																				
Member Certificate Premium																				
Commercial General Liability Premium: \$166.00																				

To review the Master Policy: Please send a written request to the Plan Administrator shown above.

Countersigned: 03/04/2025

By: 



New Business Item #3



Commission Agenda Item Request Form

MEETING DATE: April 10, 2025

SUBJECT: Changing City Attorney

AGENDA SECTION: New Business

DEPARTMENT:

PREPARED BY: Katherine Weitz

RECOMMENDED ACTION: Discuss

Summary

Discuss the logistics of switching City Attorney services to a different attorney within the same firm.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, dated this _____ day of _____, 2016, is made by and between the **CITY OF HIGH SPRINGS, FLORIDA**, a municipal corporation ("City"), and **FOLDS & WALKER, LLC**, Attorneys at Law ("Attorneys" or "Firm") to serve as the City Attorney for the City of High Springs.

WHEREAS, Folds & Walker, LLC is a law firm located in Alachua County, who provides legal services to local municipalities and possess unique knowledge and expertise in Florida local government law;

WHEREAS, the Partners of Folds & Walker, LLC and other attorneys employed by the firm are duly licensed, authorized and admitted to practice law in the State of Florida and are members of The Florida Bar;

WHEREAS, the City is a Florida municipality in need of legal services in order to serve the public and provide quality municipal governance;

WHEREAS, the *City Charter of the City of High Springs* requires that the City Commission appoint the City Attorney;

WHEREAS, the City Commission has appointed S. Scott Walker of the law firm of Folds & Walker, LLC to provide legal services as City Attorney for the City;

WHEREAS, S. Scott Walker of Folds & Walker, LLC has agreed to accept this appointment and will serve as City Attorney;

WHEREAS, the *City Charter of the City of High Springs* declares the City Attorney to be a Charter Officer;

WHEREAS, S. Scott Walker of Folds & Walker, LLC by agreeing to serve as City Attorney will also serve as a Charter Officer and be given all the powers and duties assigned to the City Attorney and charter officers under the *City Charter of the City of High Springs*; and

WHEREAS, Folds & Walker, LLC is an independent contractor not an employee of the City.

NOW THEREFORE, in recognition of the above recitals, the parties hereto agree as follows:

SECTION 1. Scope of Services.

The Firm will provide General Legal Services to the City under the direction of the City Commission. Attorneys will provide legal consultation and advice to the City and its principals at the rate for General Legal Services under the scope of regular services, which will include:

1. Serve as the legal advisor to the City Commission during the conduct of all regular City Commission meetings;
2. Prepare and/or Review all City Ordinances, Resolutions, Contracts and other documents as requested;
3. Perform such other duties in accordance with City Charter, City Ordinances or as may be required by the City Commission;
4. Coordinate and provide direction and oversight with regard to the legal affairs of the City including, but not limited to, recommending and initiating the engagement of special counsel when needed; and
5. Provide legal assessment and analysis of planning and zoning issues based upon and in conjunction with the recommendations of planning personnel.

Legal services provided in anticipation of civil litigation and the conduct of all civil litigation (including, but not limited to, coordination with outside counsel), appeals, employment disputes and other requests for services which are designated as Special Projects are not included in the monthly fee for General Legal Services. Nothing in this Agreement shall prevent the City from contracting with Attorneys for duties outside the scope of regular services.

SECTION 2. Compensation.

(A) For these services enumerated above in Section 1, the City shall pay the Firm the amount of Five Thousand Three Hundred Dollars (\$5,300.00) per month. At or near the beginning of each month, the Firm shall provide the City an invoice in the amount set forth above, for those services that were provided during that month. Upon receipt of the invoice, the City shall promptly pay the amount owed. Said payments shall begin for the month of October, 2016. Except as provided below, all services provided to the City as City Attorney shall be included in the above amount and shall not be separately itemized or billed. Further, matters which have previously been assigned to the Firm prior to this Agreement shall continue to be separately billed to the City in accordance with the rates as outlined below.

This monthly fee shall increase each year by three (3) percent, unless otherwise negotiated by the parties.

(B) Matters which are outside the scope of General Legal Services will be billed at 80% of the Attorneys' current normal hourly rate:

	Normal Hourly Rate	80% of Hourly Rate
Partner/Of Counsel	\$ 395.00	\$ 316.00
Senior Associate	\$ 350.00	\$ 280.00
Associate Attorney	\$ 275.00	\$ 220.00
Certified Paralegal	\$ 150.00	\$ 120.00
Law Clerk	\$ 125.00	\$ 100.00
Legal Assistant	\$ 100.00	\$ 80.00

The normal hourly rates shall be adjusted from time-to-time as necessary to reflect the attorney's then current billing rate (you will receive notice of any hourly rate increase 30 days before it becomes effective to you).

SECTION 3. Reimbursement of Costs.

In addition to the legal fees or other compensation provided in this General Retainer Agreement, The Firm shall be separately reimbursed for actual costs incurred which are directly related to the providing of services, including, but not limited to, copy costs, long distance telephone costs and express mail. Attorneys shall not charge the City for travel except during the provision of services being compensated in accordance with paragraph 2(B) above.

SECTION 4. Primary Contact.

The primary contact attorney for the services to be provided shall be S. SCOTT WALKER, ESQ. Assistant City Attorneys shall be designated from time to time at the discretion of the Firm.

SECTION 5. Term.

This Agreement shall be for one (1) year period beginning October 1, 2016 and ending on September 30, 2017. The term of this Legal Services Agreement may be extended on a year to year basis upon the consent of all parties.

SECTION 6. Conflicts.

It is recognized by the parties that the Attorneys are dedicated to providing legal services throughout the State of Florida. As a consequence, a conflict may arise by the providing of the described services to the City. In the event a conflict arises between a client of the firm and the City of High Springs, the Firm shall immediately advise the City of the existence of the conflict, resign from such conflicting representation and assist the conflicting governmental client in obtaining other counsel.

SECTION 7. Termination.

The Firm shall serve as City Attorney at the pleasure of the City. This General Retainer Agreement may be terminated by either party. The City may terminate this agreement through the methods described in the *City Charter of the City of High Springs*. The Firm may terminate this Agreement

by providing the City with written notice of termination. In the event that this General Retainer Agreement is terminated by the Firm, they shall provide the City notice of the termination thirty (30) days prior to its effective date.

SECTION 8. Public Records

All papers, records, documents, or other items delivered to the Firm by the City shall be returned to the City at the conclusion of representation in each particular matter, at the request of the City. All papers produced by the Attorneys and all research and other work done by the Attorneys shall remain the property of the Firm.

Pursuant to Section 119.0701, Florida Statutes, the Parties agree to the following:

- (a) During the term of this Agreement, The Firm shall comply with the Florida Public Records Law, to the extent such law is applicable to the Firm. If Section 119.0701, Florida Statutes is applicable, the Firm 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 the Firm does not transfer the records to City;
 - (4) Upon completion of the contract, the Firm will transfer, at no cost, all public records to City, or keep and maintain public records required by City to perform the service.If the Firm transfers to City all public records upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm 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.
- (b) The Firm shall keep and make available to City for inspection and copying, upon written request by City, all records in the Firm's possession relating to this Agreement. Any document submitted to City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Firm's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.
- (c) During the term of this Agreement, the Firm may claim that some or all of the Firm's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Firm in accordance with Section 812.081, Florida

Statutes, or other law, and is exempt from disclosure under the Public Records Act. the Firm shall clearly identify and mark Confidential Information as "Confidential Information" and City shall use its best efforts to maintain the confidentiality of the information properly identified by the Firm as "Confidential Information."

- (d) City shall promptly notify the Firm in writing of any request received by City for disclosure of the Firm's Confidential Information and the Firm may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. the Firm shall protect, defend, indemnify, and hold City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. the Firm shall investigate, handle, respond to, and defend, using counsel chosen by City, at the Firm's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. the Firm shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. the Firm releases City from all claims and damages related to any authorized and lawful disclosure of documents by City.
- (e) If the Firm refuses to perform its duties under this section within 14 calendar days of notification by City that a demand has been made to disclose the Firm's Confidential Information, then the Firm waives its claim that any information is Confidential Information, and releases City from claims or damages related to the subsequent disclosure by City.
- (f) A request to inspect or copy public records relating to this Agreement must be made directly to City. If City does not possess the requested records, City shall immediately notify the Firm of the request, and the Firm must provide the records to City or allow the records to be inspected or copied within reasonable time.
- (g) If the Firm fails to comply with the Public Records Law, the Firm shall be deemed to have breached a material provision of this Agreement and City shall enforce this Agreement and the Firm may be subject to penalties pursuant to Chapter 119.
- (h) **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FIRM SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-454-1416, OR JP@HSPRINGS.US OR 23718 W. US HWY 27, HIGH SPRINGS, FLORIDA.**

SECTION 9: General Provisions

(A) This Agreement sets forth and establishes the entire understanding between the City and the Firm relating to the Firm's legal representation of the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement

during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

(B) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

DATED this _____ day of _____.

FOLDS & WALKER, LLC

S. Scott Walker, Esq.
For the Firm

CITY OF HIGH SPRINGS

Byran Williams, Mayor

ATTEST:

Jenny Parham, City Clerk