

110 NW 1st Avenue
High Springs, Florida 32643



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**CITY COMMISSION MEETING
AGENDA
City Hall
110 N.W. 1st Avenue**

AUGUST 28, 2014

6:30 PM

-
- CALL TO ORDER:** MAYOR BYRAN D. WILLIAMS
- INVOCATION:** DEACON ANGEL CUESTA,
ST. MADELEINE CATHOLIC CHURCH
- PLEDGE OF ALLEGIANCE:** MAYOR BRYAN D. WILLIAMS
- ROLL CALL:** JENNY L. PARHAM, CITY CLERK
- APPROVAL OF AGENDA**
- APPROVAL OF MINUTES:** JUNE 12, 2014 CITY COMMISSION MEETING
- PRESENTATION ON RECREATIONAL ACTIVITIES BY PARKS AND RECREATION DIRECTOR ROBERT BASFORD.**

BUDGET

- 1. DISCUSSION ON HEALTH INSURANCE WITH JOHN WHITE, BOUCHARD INSURANCE.**
- 2. REVIEW FOR FY 2014/2015 PROPOSED BUDGET.**
- 3. DETERMINE TENTATIVE MILLAGE RATE FOR ADOPTION AT THE SEPTEMBER 11, 2014 FIRST BUDGET HEARING.**

UNFINISHED BUSINESS

- 1. CONSIDER ORDINANCE 2014-02, AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR**

**AGENDA
CITY COMMISSION MEETING
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CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- A. MAYOR OPENS PUBLIC HEARING FOR PUBLIC INPUT.**
- B. MAYOR CLOSES PUBLIC HEARING.**
- C. DISCUSSION AND CONSIDERATION IN PASSING OF ORDINANCE 2014-02 ON SECOND AND FINAL READING.**

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

NEW BUSINESS

- 1. CONSIDER REQUEST FOR USE OF THE CIVIC CENTER BY OLEN BARBER.**
- 2. DISCUSSION ON TAX ABATEMENT FOR PLANTATION OAKS.**
- 3. DISCUSSION ON REQUESTING ALACHUA COUNTY TO HOUSE RESCUE UNIT AT HIGH SPRINGS FIRE DEPARTMENT.**
- 4. CONSIDER AWARDING BID FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2014/2015.**
- 5. CONSIDER APPROVAL OF THE FY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND AUTHORIZE THE MAYOR TO EXECUTIVE AGREEMENT.**
- 6. CONSIDER ORDINANCE 2014-03, AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, PERTAINING TO PROPERTY MAINTENANCE AND NEIGHBORHOOD PRESERVATION IN CHAPTER 18 OF THE HIGH SPRINGS CITY CODE BY ADDING SECTION 18-2 REGARDING REGISTRATION OF REAL PROPERTY MORTGAGES IN DEFAULT OR FORECLOSURE; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**
 - A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-03 ON FIRST READING.**
- 7. DISCUSS AND CONSIDER OPTIONS FOR TRAFFIC CONTROL AT THE DOWNTOWN INTERSECTION DURING RUSH HOUR AND EVENING.**
- 8. DISCUSS SETTING WORKSHOP TO IT NEEDS AND COMMUNICATING WITH CITIZENS.**

**AGENDA
CITY COMMISSION MEETING
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CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

- 1. COMMISSIONERS**
- 2. MAYOR**

MOTION TO ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN CITY COMMISSION MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

CITY COMMISSION MEETING
MINUTES
June 12, 2014

Vice Mayor Weller called the meeting to order at 7:37 p.m.

Invocation by: Mike Hosey of the Fellowship Baptist Church

Pledge of Allegiance

Roll Call: Mayor Byran Williams – Absent
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present: Ed Booth, City Manager
Jenny L. Parham, City Clerk
Scott Walker, City Attorney

APPROVAL OF AGENDA

Motion Commissioner Jamison to approve agenda as presented.

Second Commissioner Barnas.

Motion carried 4 – 0.

**APPROVAL OF MINUTES OF MARCH 13, 20 & 27 2014, MAY 15, 22 & 29
COMMISSION MEETING**

**Motion Commissioner Jamison to approve the minutes of March 13, 20 & 27 2014,
May 15, 22 & 29.**

Second Commissioner Barnas.

Motion carried 3 – 1 with Commissioner Gestrin voting against.

**PRESENTATION BY ALACHUA COUNTY EMERGENCY MANAGEMENT
DIRECTOR DAVE DONNELLY ON THE 2014 HURRICANE SEASON.**

Mr. Donnelly outlined the emergency operation procedures and the steps taken during an emergency. Advised personnel to be aware and trained on proper procedures. Outlined resources available.

AUDIT

1. PRESENTATION OF THE 2012/2013 FISCAL YEAR AUDIT BY RICHARD POWELL OF POWELL AND JONES, CPA.

Mr. Powell presented and outlined the audit for Fiscal Year 2012/2013.

Vice Mayor Weller asked Mr. Booth to inform the commission on what it is the city going to do about the interfund transfers to the general fund, the purchase orders, the cafeteria plan, and USDA Revenue Bonds?

Mr. Booth advises that in regards to the bonds we have it in the budget to start funding those and will be fully funded within two years. As far as the purchase orders, he states that we are keeping a tighter grip on those. Mr. Booth stated they will bring a cafeteria plan to the commission.

Commissioner Barnas thanked Mr. Powell for returning calls whenever he had questions.

Commissioner Gestrin also thanked Mr. Powell. She asked if, with the report presented, you are vouching for the accuracy of the numbers. Mr. Powell states there are audit programs which are prescribed audit procedures. He adds in this instance they had adequate audit evidence, from the audit procedures, to issue the opinions that said that the numbers are not misstated.

Billye Dowdy questioned the closing statement made on page 55. Mr. Powell states it is telling the Auditor General of Florida that they did not find anything, contained within their rules, that they needed to disclose.

2. ACCEPTANCE OF THE 2012/2013 FISCAL YEAR AUDIT.

**Motion Commissioner Barnas to accept the 2012/2013 Fiscal Year Audit.
Second Commissioner Jamison.**

Thomas DePeter asked if the audit was available online. Mr. Booth advises it is.

Motion carried 4 – 0.

UNFINISHED BUSINESS

1. DISCUSS TRASH/SOLID WASTE CUSTOMERS AND RATES.

Commissioner Barnas states that at the last meeting we discussed reducing the rates for trash pickup.

Mr. Booth states that staff's recommendation would be to set the rates at 10% over what the solid waste hauler charges the city.

Commissioner Barnas stated he is still getting questions about a second can. Mr. Booth advises that we do have a 64 gallon cans available upon on request. Commissioner Barnas asked who the can was coming from. Mr. Booth advised the city; we obtained at a wholesale rate. Commissioner Barnas asked if there was a fee to the resident for it.

**Motion Commissioner Barnas to change the commercial rates at 10% over cost from WCA and put it in a form of a resolution.
Second Commissioner Gestrin.**

Mrs. Parham asked for clarification if it was all commercial rates.

**Motion amended Commissioner Barnas to exclude commercial hand pickup.
Second amended by Commissioner Gestrin.**

Gene Levine asked if the trash company agreed to pick up this new can. Mr. Booth advised they did.

William Mack asked how long it has gone on that there are citizens that do not pay for trash pickup, and if we are having audits and budgets every year how did this slip through the process. Mr. Booth stated it has been going on for some time. It came to light when we started to deliver new cans and we began to get complaints of why they were not getting new cans. Mr. Mack states he is being charged for services he is not receiving. Mr. Booth stated that we have addressed this in the past and we have given Mr. Mack a credit. He adds there is a disconnect on where the garbage is to be collected and we are looking into this. Mr. Booth states that by ordinance everyone must have garbage collected within the city. Mr. Mack states if he has to be held accountable to ordinances then his neighbor should also be held accountable to ordinances. He states that he has brought violations to the police department and city manager for many years and there has been no equitable remedy. Mr. Booth states those are civil matters.

Thomas DePeter suggested that when they bring the resolution forth that they have information for the citizens on the dollar amount and how it affects revenue.

Motion carried 4 – 0.

2. CONSIDER REPEALING THE ALACHUA COUNTY BOUNDARY ADJUSTMENT ACT AND REPLACE WITH ALACHUA COUNTY URBAN RESERVE ACT.

Vice Mayor Weller gave an overview. The Alachua League of Cities met on this again and came up with a proposed legislation that would repeal the Alachua County Boundary Adjustment Act and replace with the Alachua County Urban Reserve Act.

**Vice Mayor Weller Passed gavel to Commissioner Barnas.
Motion Vice Mayor Weller to support Alachua County League of Services in repealing the Alachua County Boundary Adjustment Act and replace with the proposed Alachua County Urban Reserve Act.
Second Commissioner Jamison.**

Thomas DePeter states that this was originally set in place to prevent land grabs. Spoke of Florida State law progressing to cover these issues.

Motion carried 4 – 0.

3. CONSIDER APPOINTING MEMBER TO THE HIGH SPRINGS PLAN BOARD.

Vice Mayor Weller states that we have two applications for the plan board from Tom DePeter and Gene Levine with one vacant position. Mrs. Parham stated it is two positions. She added that they had appointed Wallace Mazon but it was discovered that he lives right at the edge of the city and not within the city limits. Mrs. Parham also stated she did receive news that there will be another member resigning due to health reasons, which then there will be three vacancies.

**Motion Commissioner Barnas to accept both applications Tom DePeter and Gene Levine, and appoint to the two vacant positions on the Plan Board.
Second Commissioner Jamison.**

Motion carried 3 – 1 with Commissioner Gestrin voting against.

CITIZEN REQUESTS AND COMMENTS

William Mack handed the commission a two page complaint with attachments for their review, and read this into the record.

NEW BUSINESS

- 1. CONSIDER RESOLUTION 2014 – G, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ADOPTING REAL PROPERTY POLICIES WHICH GOVERN THE ACQUISITION AND DISPOSITION OF PROPERTY BY THE CITY OF HIGH SPRINGS; AND PROVIDING AN EFFECTIVE DATE.**

Resolution 2014-G was read by title only by Attorney Walker.

Motion Commissioner Jamison to approve Resolution 2014-G as read into the record.

Second Commissioner Barnas.

Commissioner Gestrin asks what the recourse would be if the resolution was not followed.

Attorney Walker stated that the transfer of property would be called into question.

Attorney Johnson stated it would have to be competitively bid.

Commissioner Barnas asked how this is addressed in the resolution. Vice Mayor Weller states that there was a five page attachment to this sent out by Attorney Johnson.

Vice Mayor Weller asks if by passing the resolution that also includes the attachment. Attorney Walker stated that if you want to review the attachment, he would suggest rolling this over to the next meeting. He adds that there is no immediate need to pass this resolution.

Commissioner Jamison withdrew the motion.

Commissioner Barnas withdrew the second.

Motion Commissioner Jamison to table Resolution 2014-G until next meeting.

Second Commissioner Barnas.

Motion carried 4- 0.

2. **CONSIDER RESOLUTION 2014 – H, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS DISESTABLISHING THE CITIZEN TASK FORCE TO MAKE RECOMMENDATIONS TO THE COMMISSION REGARDING PROJECTS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANTS ESTABLISHED BY RESOLUTION 2013-T; AND PROVIDING AN EFFECTIVE DATE.**

Resolution 2014-H was read by title only by Attorney Walker.

**Motion Commissioner Jamison to approve Resolution 2014-H as presented.
Second Commissioner Gestrin**

Roll call vote:

**Commissioner Gestrin - yes
Commissioner Jamison-yes
Vice Mayor Weller - yes
Commissioner Barnas - yes**

Motion carried 4 - 0

3. **DISCUSSION ON ESTABLISHING AN ORDINANCE FOR THE INVESTIGATION, PROCESSING ADJUDICATION OF ALLEGED VIOLATIONS OF THE COUNTY HUMANS RIGHTS ORDINANCE.**

Vice Mayor Weller states she placed this on the agenda and gave an overview.

Commission to review before considering action.

**Motion Commissioner Barnas to table to a future meeting.
Second Commissioner Gestrin.**

Motion carried 4 – 0.

CITY ATTORNEY REPORT/UPDATE

Received letter from attorney representing Capital City Bank, stating intent to file and they will present proposal.

Attorney Johnson, PBA negotiator had canceled the last meeting, scheduled for next Tuesday at 9:30 a.m.

Discussion on Capital City issue.

CITY MANAGER REPORT/UPDATE

Letters will go out in the next couple of weeks to homeowners who need to connect to the sewer. Will also send letters to those homeowners not currently paying for garbage service.

Next Tuesday will be a CRA meeting; will receive a revised budget.

Next Thursday will be a budget workshop.

July 10th we will have a presentation on the entire budget.

In regards to the audit, we had \$320,000 from last year's budget that went into reserves.

Police Chief recruitment will happen in next three weeks; has committee to assist in reviewing applications. The committee consists of a citizen of High Springs who is not political, the Alachua Police Chief, Col. Huckstep from ACSO, and himself.

Finance Director to start next week.

Projects in the works are the Farmer's Market Pavilion, the water project, and the playgrounds at the parks.

COMMENTS AND CONCERNS:

COMMISSIONERS

Commissioner Jamison – none

Commissioner Gestrin asked when the new website would be complete. Mr. Booth stated within next two weeks.

Commissioner Gestrin asked where we were with Municode. Mr. Booth advises that we have information ready to go to Municode, and it will be done soon.

Commissioner Gestrin asks how we handle enforcement of codes when what is expected is not available to the public on line. Mr. Booth states he speaks to them and takes them to PDC.

Mr. Booth spoke of the applicants for building official; we will keep looking, applicants not qualified.

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MINUTES
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Commissioner Gestrin stated those that were billed for garbage but have still not received cans and did not receive service, do they come to you. Mr. Booth yes and he will give a credit. Commissioner Gestrin asked what are the minimum charges for water and sewer such as for a death. Mr. Booth stated there is a minimum charge but there are mitigating circumstances that he looks at.

Commissioner Barnas asked about the chip seal and what the guarantee is on it. Mr. Booth states he spoke to the county, they assured the road was done to county standard, and we are having our engineer inspect for good engineering practices.

Commissioner Barnas stated he is disappointed in the website. He states you cannot get to old meetings. He also states he does not like the picture of the brick wall. He states that Mr. May is still doing our IT work without going out for bid.

Commissioner Barnas stated that the Fire Chief spoke of rescue delays and this concerns him. He asks do we need to go to county commission meetings. He states that this is something we need to pursue.

Commissioner Barnas states he will follow up on the group home issue in the next week. Mr. Booth advises that we have five group homes in the city. He adds that they are unrestricted if they are less than 8 beds. Commissioner Barnas states that we can expect a letter from Gary Grunder challenging this.

Commissioner Barnas states the tree in front of city hall needs to be trimmed. He also asked that the commission room door be fixed.

Vice Mayor Weller stated the Florida League of Cities Conference will be in August, and asked if anyone was interested in attending. She will be attending.

Music in the Park this Sunday will be celebrating Father's Day.

Commissioner Barnas stated he will not be at budget workshop Thursday.

Commissioner Barnas stated that there is a 4th of July picnic at Poe Springs Park.

MAYOR

Mayor Williams absent.

**Motion Commissioner Barnas to adjourn.
Second Commissioner Jamison.**

Meeting adjourned.

ORDINANCE 2014-02

AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA, PROVIDING FOR LOCAL IMPLEMENTATION OF BOTH YEAR-ROUND WATER CONSERVATION MEASURES AND TEMPORARY WATER SHORTAGE RESTRICTIONS; PROVIDING FOR RECOGNITION OF RELATED RULES OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the jurisdiction of High Springs includes lands located in the Suwannee River Water Management District; and

WHEREAS, year-round water conservation measures are an integral component of long-term efforts to preserve and protect water supplies and water resources; and

WHEREAS, a water shortage or water shortage emergency may be declared from time to time by the Suwannee River Water Management District affecting High Springs; and

WHEREAS, during such water shortage condition the amount of surface and groundwater supplies may become insufficient to meet current or anticipated demands; and

WHEREAS, upon the existence of such conditions it becomes imperative to the public well being that certain uses of water be restricted or curtailed and that available water resources be allocated; and

WHEREAS, the Suwannee River Water Management District has primary responsibility under Chapter 373, Florida statutes, for regulating water use and allocating available water supplies during periods of water shortage; and

WHEREAS, the Suwannee River Water Management District has adopted "Year-Round Water Conservation Measures", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of increasing long-term water use efficiency through regulatory means; and

WHEREAS, the Suwannee River Water Management District has adopted a "Water Shortage Plan", codified as Chapter 40B-21, Florida Administrative Code, for the purpose of allocating and conserving the water resource during periods of water shortage and maintaining a uniform approach towards water use restrictions; and

WHEREAS, the Suwannee River Water Management District has requested the assistance of High Springs in the enforcement of the provisions of both the "Year-Round Water Conservation Measures" and the "Water Shortage Plan"; and

WHEREAS, it is the desire of the City Commission of High Springs to provide the Suwannee River Water Management District with all appropriate assistance in the enforcement of the provisions of both the "Year-Round Water Conservation Measures" and the "Water Shortage Plan" ; and

WHEREAS, Section 373.609, Florida Statutes, provides that it shall be the duty of county/municipal governmental and law enforcement officials to assist a Water Management District in the enforcement of Chapter 373, Florida Statutes, and any rules adopted hereunder, upon request by the Water Management District; and

WHEREAS, the High Springs City Commission hereby finds and declares that adoption of this ordinance is necessary, appropriate, and in the public interest of citizens of this community; now therefore:

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

SECTION 1. Sections 78-52 through 78-60, Code of Ordinances are hereby created to read:

**ARTICLE II. Division 2. YEAR-ROUND WATER CONSERVATION MEASURES
AND WATER SHORTAGE REGULATIONS**

Section 78-52 INTENT AND PURPOSE

It is the intent and purpose of this Article to protect the water resources of High Springs from inefficient use at all times and overutilization during periods of water shortage by assisting the Suwannee River Water Management District in the implementation of its Year-Round Water Conservation Measures and Water Shortage Plan.

Section 78-53 DEFINITIONS

For the purpose of this Article the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (a) **"District"** is the Suwannee River Water Management District.
- (b) **"Person"** is any person, firm, partnership, association, corporation, company, or organization of any kind.
- (c) **"Water resource"** means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

- (d) **"Water shortage condition"** is when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.
- (e) **"Water shortage emergency"** means that situation when the powers which can be exercised under subsection 40B-21.621, Florida Administrative Code, are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

Section 78-54 APPLICATION OF ARTICLE

The provisions of this Article shall apply to all persons using the water resource for lawn irrigation, landscape irrigation, and related outdoor water uses such as car washing within the geographical areas determined by the District, whether from public or privately owned Water utility systems, private wells, or private connections with surface water bodies. This Article shall not apply to persons using saltwater.

Section 78-55 AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN

All portions of Chapter 40B-21, Florida Administrative Code dealing with lawn irrigation, landscape irrigation, and related outdoor water use, as each may be amended from time to time, are incorporated herein by reference as a part of the High Springs Code of Ordinances.

Section 78-56 APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of High Springs by the Governing Board or the Executive Director of the District, all lawn

irrigation, landscape irrigation and related outdoor water conservation measures adopted by the District applicable to High Springs, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section 78-57 DECLARATION OF WATER SHORTAGE; WATER SHORTAGE EMERGENCY

Upon declaration of a water shortage or water shortage emergency within all or any part of High Springs by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water shortage restrictions adopted by the District applicable to High Springs, or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section 78-58 ENFORCEMENT

Every police officer or sheriff having jurisdiction in the area governed by this Article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this Ordinance. In addition, the High Springs City Manager may also delegate enforcement responsibility for this Ordinance to agencies and departments of the High Springs government, in accordance with state and local law.

Section 78-59 PENALTIES

Violation of any provision of this Article shall be subject to the following penalties:

First violation	Verbal warning
Second violation	Formal warning
Third violation	\$25.00

Fourth violation	\$50.00
Fifth and subsequent violations	Fine not to exceed \$500 and/or imprisonment in the County jail not to exceed 60 days

Each day in violation of this Article shall constitute a separate offense. When a water shortage declaration is not in effect, and during the initial stages of a Water Shortage or Water Shortage Emergency, enforcement officials may provide violators with no more than one written warning. High Springs, in addition to the criminal sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this Article.

Section 78-60 WATER USERS TO ACCEPT PROVISIONS OF ARTICLE

No water service shall be furnished to any person by a public or private utility unless such person agrees to accept all the provisions of this Article. The acceptance of water service shall be in itself the acceptance of the provisions thereof.

SECTION 2. Codification of this Ordinance is hereby directed and authorized.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. It is the intention of the High Springs City Commission that the provisions of this Ordinance shall become and be made a part of the High Springs Code of Ordinances; and that the Sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other phrase in order to accomplish such intentions.

SECTION 6. This Ordinance shall take effect immediately upon adoption

DONE THE FIRST READING, by the City Commission of the City of High Springs, Florida, at a regular meeting, this 7th day of August, 2014.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of High Springs, Florida, by the City Clerk of the City of High Springs, Florida on the 14th day of August, 2014.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 28th day of August, 2014.

BY THE MAYOR OF THE CITY OF HIGH
SPRINGS, FLORIDA

Byran Williams

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

Jenny Parham

APPROVED AS TO FORM AND
LEGALITY:

S. Scott Walker, City Attorney



Commission Agenda Item Request Form

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

MEETING DATE: AUGUST 28, 2014

SUBJECT: CONSIDER REQUEST FOR USE OF THE CIVIC CENTER BY OLEN BARBER.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: CITY CLERK

RECOMMENDED ACTION:

Summary

Mr. Olen Barber is requesting use of the Civic Center from 5 – 11 every Monday night from September 8 – October 27, 2014 to provide meals and entertainment for seniors.

ATTACHMENT: Email from Olen Barber

REVIEWED BY CITY MANAGER: _____

Jenny Parham

From: obarber@windstream.net
Sent: Tuesday, August 19, 2014 5:17 PM
To: jparham@highsprings.us
Cc: obarber@windstream.net
Subject: covered dish dinner and live music for seniors

We request the use of the Civic Center from 5:00 PM to 11:00 PM on Monday nights starting September 8, 2014 through and including October 27, 2014, to provide meal and live entertainment for seniors. The meal is covered dishes prepared and brought to the Civic Center by the seniors. We will need limited use of the kitchen facilities in order to prepare hot and cold beverages and clean up of hot food containers. Music is traditional old time country and gospel. Open invitation with no cover charge or fees. We maintain a family environment, with no smoking, no alcohol, and no offensive language allowed inside. The Civic Center will be left in a clean and orderly fashion.
Thanks.

Olen Barber
17281 Southside Ct.
High Springs, FL 32643
386-454-4442



Commission Agenda Item Request Form

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

MEETING DATE: AUGUST 28, 2014

SUBJECT:

TAX ABATEMENT

PLANTATION
OAKS

AGENDA SECTION:

OLD BUSINESS

DEPARTMENT:

FINANCE

PREPARED BY:

COMMISSIONER BOB BARNAS

RECOMMENDED ACTION:

TAX ABATEMENT

Summary

STATUS OF OLD OR
NEW AND IS THERE
SUPPORT TO GRANT
ABATEMENT.

ATTACHMENT:

REVIEWED BY CITY MANAGER: _____

HIGH SPRINGS CITY COMMISSION BUDGET WORKSHOP

APRIL 12, 2012

MINUTES

PAGE TWO

Motion Commissioner Weller to approve agenda as amended. **Second Vice-Mayor Barnas. Motion carried.**

Leda Carrara came before the commission and presented a large city seal that she had made and donated to the city. It was made and donated by Festival Signs. She was thanked and photos taken.

Mayor Davis read a Proclamation declaring April 8 – 14, 2012 as National Public Safety Telecommunications Week.

Commissioner Gestrin stepped out at 6:51 p.m.; back in at 6:54 p.m.

Reinstating High Springs Police Department dispatch: There is a meeting of the Administrative Board for the CCC being held on Tuesday, April 17, 2012. We are on the agenda so it needed to be decided who would go represent the City. Vice Mayor Barnas and Commissioner Gestrin both stated they could go. Commissioner Weller suggested the City Manager attend as well. Discussion of dispatch and the meeting with the CCC will to be added to the April 19th City Commission agenda at 5:00 p.m.

Plantation Oak Tax Abatement: Attorney Ivey gave his opinion that we can give the abatement per Florida State Statute 166. Mayor Davis explained what this was all about. There was discussion about the points, percentages and guidelines. Former City Attorney Tom DePeter explained the process as outlined in the Ordinance he drafted. Attorney Ivey looking at the ordinance and will come back with information. **Motion Commissioner Weller** to take this item until last on the agenda. **Second Commissioner Gestrin.** Vice Mayor Barnas stated he is against this. **Motion carried 4-1.**

Citizens Requests and Comments:

Harold Goode, 130 NW 16th Street. He stated he has been fighting with the city about payments for a sewer system after entering into an agreement with Mr. Drumm in 2009. City Manager Langman explained the details of what we had looked up. Mr. Goode also stated the city had charged him for a new water meter but the old one is still there. Vice Mayor Barnas spoke on the matter as he had researched it and had found another property that had fees waived, another that had been refunded all of their fees, and another one that has paid all fees but never had a system installed. Mr. Goode is requesting a full refund. Attorney Ivey will be looking at all of the documentation and will return with information.

New Business Item #1: Presentation cancelled.

HIGH SPRINGS
COMMISSION MEETING MINUTES
MAY 24, 2012
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Mrs. Langman stated she needed to know what the map is so she can ask. Commissioner Gestrin stated it was a high resolution flyover map. Mrs. Langman stated she asked for that but nobody is aware of any map.

Billye Dowdy 9 230 NE 7th Avenue, stated she will give the Mayor Mr. Edmunds contact information.

General consensus for the Mayor to contact Mr. Edmunds and John Hill.



DISCUSS TAX ABATEMENT FOR PLANTATION OAKS.

Mayor Davis stated this item was previously discussed but the Commission needed a letter from Plantations Oaks with further information stating what their average salary, number of employees and their capital investment. Mayor Davis states they have submitted the letter.

Mrs. Langman explained we are merely looking for a consensus to send the letter to David Ramsey of Alachua County Development Board for review.

Commissioner Weller stated she was satisfied with the information provided and made a motion to forward the Gainesville Chamber of Commerce Economic Outreach.

Second Commissioner Gestrin.

Thomas DePeter stated a resolution would need to be passed.

Commissioner Weller removed the motion from the floor.

Second Commissioner Gestrin.

Attorney Ivey explained a resolution would be the appropriate action.

Motion Commissioner Weller to pass to adopt resolution 2012-E.

Second Commissioner Gestrin.

Mr. DePeter stated the resolution could not be passed as they did not meet the requirements.

Attorney Ivey stated his opinion is that the resolution could be passed and forwarded as the city has the discretion, but cautioned with setting precedence.

HIGH SPRINGS
COMMISSION MEETING MINUTES
MAY 24, 2012
PAGE 5 OF 11

Roll call vote:

Commissioner Weller – yes
Commissioner Gestrin – yes
Commissioner Jamison – no
Vice Mayor Barnas – yes
Major Davis – yes
Motion carried 4 – 1.

CITIZEN REQUESTS AND COMMENTS

Linda Jones, 20931 NW 167th Place, expressed her opposition to the Commission's decision to discontinue using the CCC and reinstating the dispatch and her concerns with funding.

Mrs. Langman reported that all 911 calls would still go to the CCC and they would transfer the calls to us.

Vice Mayor Barnas left the meeting at 8:14 and returned at 8:16.

Mr. DePeter pointed out medical calls would still be dispatched by the CCC. Mr. DePeter then spoke regarding meeting rules of procedure and the use of calling the question, feels it needs a motion and if passed, there would be no further discussion, if failed there could be further discussion.

Five minute recess at 8:20.

Tim Linkous, 425 NW 5th Avenue, spoke concerning problems with grinder pumps caused by grease.

Mrs. Langman stated that all business owners would be receiving notice that they will be liable for damage they caused and residents would also receive notice also, feels with education and with the requirement of paying for damage by the owner, things will improve.

NEW BUSINESS

DISCUSS PROCEDURE OF REQUIREMENT PER FLORIDA STATE STATUTE 166.049.

RESOLUTION 2012 - E

A RESOLUTION APPROVING THE APPLICATION OF PLANTATION OAKS FOR ECONOMIC DEVELOPMENT AD VALOREM PROPERTY TAX EXEMPTION PURSUANT TO ORDINANCE 2010-21; REFERRING THE APPLICATION TO THE PROPERTY APPRAISER AND THE GAINESVILLE AREA CHAMBER OF COMMERCE'S COUNCIL FOR ECONOMIC OUTREACH FOR REVIEW, REPORT AND RECOMMENDATION.

WHEREAS, by application of February 2, 2012, Plantation Oaks Senior Living applied for an economic development ad valorem tax exemption pursuant to Sections 70-79 through 70-90 of Ordinance 2010-21;

WHEREAS, pursuant to Section 70-84 (a), the City Manager has performed an initial screening of the application and recommended to the Commission that the applicant is eligible for the exemption;

NOW THEREFORE BE IT RESOLVED BY THE HIGH SPRINGS CITY COMMISSION THAT:

SECTION ONE: the Commission hereby refers the application of Plantation Oaks Senior Living to the Gainesville Area of Chamber of Commerce's Council for Economic Outreach for a review and recommendation of denial or approval, specifying the degree and length of exemption recommended.

SECTION TWO: the Commission hereby refers the application of Plantation Oaks Senior Living to the Property Appraiser for evaluation and a report in accordance with Section 70-84 (2) (a) through (d) in order to comply with the Agreement, the City must rename certain roads within the City.

SECTION THREE: Within 45 days after the Commission receives the Property Appraiser's report and the Council of Economic Outreach's recommendation, the Commission shall hold a public hearing on the enactment of an ordinance granting the exemption. During the 45 day period, interested agencies and parties shall have an opportunity to review and comment on the application and affected community redevelopment agencies shall have the opportunity to file objections.

SECTION FOUR: After consideration of the application of Plantation Oaks Senior Living, the City Manager's and the Council for Economic Outreach's recommendations and the report of the Property Appraiser, the Commission shall decide whether to adopt an ordinance granting the exemption to Plantation Oaks Senior Living.

SECTION FIVE: This Resolution shall become effective upon passage.

PASSED in regular session of the High Springs City Commission the 26th day of April, 2012.

CITY OF HIGH SPRINGS

ATTEST:

By: _____
Dean Davis, Mayor

By: _____
Jenny L Parham, City Clerk



Commission Agenda Item Request Form

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

MEETING DATE: August 28, 2014

SUBJECT: Discussion on Requesting Alachua County to house Rescue Unit at High Springs Fire Department

AGENDA SECTION: New Business

DEPARTMENT:

PREPARED BY: Sue Weller

RECOMMENDED ACTION: Motion for High Springs representative to appear before Alachua County Commission requesting the County Commission to budget for FY 2014-15 the placement of a Rescue Unit at the High Springs Fire Department.

Summary

The High Springs Fire Chief recently reported unacceptable response times for emergency services by the Alachua County Fire Rescue Department. With the recent renovation of the High Springs Fire Department there is sufficient room to house an Alachua County Rescue unit. A High Springs representative should appear before the Alachua County Commission to express our concerns and officially encourage the County Commission to budget for the placement of a Rescue unit at the High Springs Fire Department.

ATTACHMENTS:

REVIEWED BY CITY MANAGER: _____



Commission Agenda Item Request Form

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

MEETING DATE: AUGUST 28, 2014

SUBJECT: CONSIDER AWARDING BID FOR PROPERTY AND LIABILITY INSURANCE FOR FISCAL YEAR 2014/2015.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: CITY CLERK

RECOMMENDED ACTION:

Summary

THE CITY REQUESTED PROPOSALS FOR PROPERTY AND CASUALTY INSURANCES AND WORKER'S COMPENSATION INSURANCE FROM INSURANCE FIRMS LICENSED IN THE STATE OF FLORIDA. THE FOLLOWING TWO PROPOSALS WERE RECEIVED:

BROWN & BROWN PRIA	\$286,098
FLORIDA LEAGUE OF CITIES	\$208,078

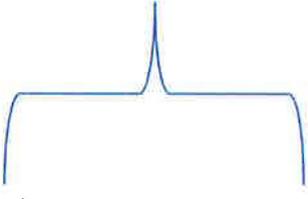
FINANCE DIRECTOR JENNIFER STULL WILL BE PRESENT TO OUTLINE THE PROPOSALS.

ATTACHMENT: Bid Summary from Finance Director

REVIEWED BY CITY MANAGER: _____

Insurance FY 2014-2015

	Florida League of Cities	Brown & Brown	Budget	Deductible	Pria	Deductible	Current	Deductible
Blanket Real & Personal Property Flood Coverage	\$27,240	\$40,687		\$5,000		\$5,000	\$41,225	\$5,000
Inland Marine	Included	\$2,186		\$500		\$5,000	Included	
Equipment Breakdown Coverage	Included	\$2,550	\$80,687		Included	\$1,000	\$2,550	
Crime & Bond Coverage	Included	\$1,000		\$1,000		\$1,000	\$1,000	\$1,000
General Liability	\$25,573	\$23,707		\$0		\$0	\$25,854	\$5,000
Automobile Coverage-Liability	\$11,627	\$19,472		\$0		\$0	\$17,527	\$5,000
Automobile Coverage-Physical		\$8,696		\$500		\$1,000	\$7,775	
Public Officials E & O	\$27,955	\$119,397	\$92,000	\$0		\$5,000	\$90,916	\$25,000
Public Officials E & O-Retroactive to 10/1/2010	\$21,695	n/a		\$0		n/a	n/a	
Police Professional	\$40,263	\$14,185	\$31,981	\$0		\$5,000	\$13,206	\$5,000
Workers Compensation	\$53,725	\$54,218	\$69,312	n/a		n/a	\$54,304	n/a
Total	\$273,980	\$286,098	\$208,078				\$254,357	





Commission Agenda Item Request Form

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

MEETING DATE: AUGUST 28, 2014

SUBJECT: CONSIDER APPROVAL OF THE FY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY AND AUTHORIZE THE MAYOR TO EXECUTIVE AGREEMENT.

AGENDA SECTION: NEW BUSINESS

DEPARTMENT:

PREPARED BY: CITY CLERK

RECOMMENDED ACTION:

Summary

GRANT WRITERS, FRED FOX ENTERPRISES, HAVE REQUESTED THE CITY APPROVED THE ATTACHED AGREEMENT FOR THE NEIGHBORHOOD REVITALIZATION GRANT FOR WATER LINE REPLACEMENT. THE COMMISSION WOULD ALSO NEED TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

ATTACHMENT: PROPOSED AGREEMENT

REVIEWED BY CITY MANAGER: _____

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

Contract Number: 15DB-OJ-03-11-02-N 51
Rule Chapter: 73C-23, Florida Administrative Code
Effective: June 6, 2010

CFDA Number: 14.228

FFY 2013 FEDERALLY-FUNDED SUBGRANT AGREEMENT

Neighborhood Revitalization

THIS AGREEMENT is entered into by the **State of Florida, Department of Economic Opportunity**, with headquarters in Tallahassee, Florida (hereinafter referred to as "DEO" or the "Department"), and **City of High Springs** (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Department has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Department and the Recipient agree to the following:

(1) Scope of Work

The Recipient shall perform the work in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the Florida Small Cities Community Development Block Grant (CDBG) **FFY 2013 Application for Funding** submitted by the Recipient on **March 12, 2014**, including future amendments to this Subgrant Agreement that are agreed upon by both parties.

(2) Incorporation of Laws, Rules, Regulations and Policies

The Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B and G.

(3) Period of Agreement

This Agreement shall begin upon execution by both parties, and shall end 24 months after the last signed date, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement. Contract extensions will not be granted unless Recipient is able to provide substantial justification and the Division Director approves such extension.

(4) Modification of Contract

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) Records

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, *Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (53 Federal Register 8034) or 2 CFR 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, and either 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*, 2 CFR 220, *Cost Principles for Educational Institutions*, or 2 CFR 230, *Cost Principles for Non-Profit Organizations*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all contractors and consultants paid from funds under this Agreement, for a period of six years from the date this Agreement is final closed. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date this Agreement is final closed, unless extended in writing by the Department. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.

3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all contractors and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the **Program Budget** - Attachment A - and all other applicable laws and regulations.

(g) The Recipient, its employees or agents, including all contractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(h) To the extent that it does not conflict with federal regulations, the Recipient shall transfer, at no cost to DEO, all public records upon completion or termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved contracts and assignments.

(6) Audit Requirements

(a) Review the Audit Requirements listed in Attachment H of this contract. For local government fiscal years beginning after December 26, 2014, a recipient will not have to have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, unless it expends \$750,000 or more in Federal awards during its fiscal year.

(b) The requirements listed in Attachment H, Part II: State Funded, are not applicable to this subgrant agreement which is a Federal pass-through award.

(c) Within sixty (60) days of the close of the fiscal year, on an annual basis, the recipient shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment I) to audit@deo.myflorida.com. Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient.

This form is in addition to the audit certification memo that must be sent to the Department if an audit is not required because the local government spent less than \$500,000 (\$750,000 for fiscal years starting after December 26, 2014) in Federal funds during a fiscal year.

(d) In addition to the submission requirements listed in Attachment H, each recipient should send an electronic copy of its audit report or certification memo (available on the CDBG website) by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Shaurita.Jackson@deo.myflorida.com

(7) Reports

(a) The Recipient shall provide the Department with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Department.

(b) Quarterly reports are due to the Department no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action as stated in Paragraph **(11) Remedies**. "Acceptable to the Department" means that the work product was completed in accordance with the **Program Budget**, Attachment A of this Agreement; the **Activity Work Plan**, Attachment E of this Agreement; and the **Application for Funding** submitted by the Recipient.

(e) The Recipient shall provide additional program updates or information that may be required by the Department.

(f) The Recipient shall provide additional reports and information identified in Attachment C.

(8) Monitoring

The Recipient shall monitor its performance under this Agreement, as well as that of its contractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) Liability

(a) Unless the Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes (FS), the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any recipient which is a state agency or subdivision, as defined in Section 768.28, FS, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, FS. Nothing herein is intended to serve as a waiver of sovereign immunity by any recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) Default

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth in Paragraph (11). However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) Remedies

If an Event of Default occurs, then the Department shall, upon 30 calendar days written notice to the Recipient and upon the Recipient's failure to cure within those 30 days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least 30 days prior written notice of such termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Department any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) Pursuing any of the above remedies will not keep the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(12) Termination

(a) The Department may terminate this Agreement for cause with 30 days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform in a timely manner, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with 30 calendar days prior written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Department from the Recipient is determined.

(13) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Shaurita Jackson, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8416 – Fax: (850) 922-5609
Email: Shaurita.Jackson@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Ed Booth, City Manager
City of High Springs
110 North West 1st Avenue
High Springs, Florida, 32643-1000
Telephone: (386) 454-1416 - Fax: (386) 454-4462
Email: ebooth@highsprings.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (13)(a) above.

(14) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the signed contract must be forwarded to the Department for approval. The Recipient agrees to include in the contract (i) that the contractor is bound by the terms of this Agreement, (ii) that the contractor is bound by all applicable state and federal laws and regulations, (iii) that the contractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement, to the extent allowed and required by law, and (iv) provisions addressing bid, payment, and performance bonds and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement.

For each contract, the Recipient shall report to the Department as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, FS.

(15) Terms and Conditions

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

(16) Attachments

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments (check all that are applicable):

- Exhibit 1 – Funding Sources
- Attachment A – Program Budget
- Attachment B – Program Statutes and Regulations
- Attachment C – Reports
- Attachment D – Warranties and Representations
- Attachment E – Activity Work Plan
- Attachment F – Program, Category Specific, and Special Conditions
- Attachment G – Civil Rights Compliance Assurance
- Attachment H – Audit Requirements
- Attachment I – Audit Compliance Certification
- Attachment J – eCDBG Access Authorization Form

(17) Funding/Consideration

(a) The funding for this Agreement shall not exceed **\$700,000.00**, subject to the availability of funds.

(b) The Recipient agrees to expend funds in accordance with the **Program Budget**, Attachment A, of this Agreement, and the **Application for Funding**.

(c) All funds shall be requested in the manner prescribed by the Department. The authorized signatory for the Recipient set forth on the **eCDBG Access Authorization Form**, Attachment J, to this Agreement, must approve the submission of each Request for Funds (RFFs) on behalf of the Recipient.

(d) Pursuant to 24 CFR 570.489(b), pre-agreement costs reflected in the Recipient's **Application for Funding** as originally submitted that relate to preparation of the **Application for Funding** are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of the Agreement.

(e) Funds expended for otherwise eligible activities prior to the effective date of the Agreement, except for those provided for in this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to the Agreement, or a separate letter authorizing such costs, are ineligible for funding with CDBG funds.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer, or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Department to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Department.

(18) Repayments

(a) The Recipient and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period; however, pursuant to 24 CFR 570.489(b) reimbursement can be requested for eligible application preparation costs that were listed in the Recipient's **Application for Funding**.

(b) In accordance with Section 215.971, FS, the Recipient shall refund to DEO any balance of unobligated funds which has been advanced or paid to Recipient.

(c) The Recipient shall refund to DEO all funds paid in excess of the amount to which Recipient or its contractors are entitled under the terms and conditions of this Agreement.

(d) All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of Economic Opportunity" and mailed directly to the Department at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with Section 215.34(2), FS, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(19) Mandated Conditions

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (USC) Section 12101 et seq.) and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, FS), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) A person or organization who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. Have not within a 5-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send a completed Form SC-37, ***Certification Regarding Debarment, Suspension, And Other Responsibility Matters – Primary Covered Transactions***, to the Department for each prime contractor that the Recipient plans to hire under this Agreement. The form must be received by the Department before the Recipient enters into a contract with the respective prime contractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, FS, or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, FS.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, FS) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, FS.

(20) Lobbying Prohibition

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) Copyright, Patent and Trademark

Any and all Patent Rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all Copyrights accruing under or in connection with the performance of this agreement are hereby transferred by the Recipient to the State of Florida.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Department for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within 30 days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) Legal Authorization.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) Public Record Responsibilities

(a) Recipient must notify DEO, both by e-mail and first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Recipient shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes. Notice of public records requests received by the Recipient shall be e-mailed to PRRequest@deo.myflorida.com and mailed to:

Public Records Coordinator
Department of Economic Opportunity
107 East Madison Street
Tallahassee, Florida 32399
Office: (850) 245-7140

(b) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any non-exempt public record made or received by the Recipient in conjunction with this Agreement.

(24) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the Agreement term; and,

2. Include in all prime contracts under this Agreement, the requirement that contractors and subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

(c) If Recipient does not have an E-Verify MOU in effect, Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Contract Number: 15DB-OI-03-11-02-N 51

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

City of High Springs

Department of Economic Opportunity

By: _____ Date: _____
(Authorized Signature)

By: _____ Date: _____
(Authorized Signature)

Name: Bryan D. Williams

Name: Bob Dennis

Title: Mayor

Title: Chief, Bureau of Community Revitalization

Federal Tax ID#: 59-6000336

DUNS#: 024390577

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the parties
Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date: _____

Exhibit – 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Agency:	U.S. Department of Housing and Urban Development
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance #:	14.228
Award Amount:	\$700,000.00

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. *The Recipient shall perform the obligations in accordance with 24 Code of Federal Regulations, Subpart I, Sections 570.480 – 570.497.*
2. *The Recipient shall be governed by the Federal Laws, rules and regulations identified in Attachments B and K of this Agreement.*
3. *The Recipient shall be governed by Sections 290.0401-048, Florida Statutes,*
4. *The Recipient shall perform the obligations in accordance with Chapter 73C-23, Florida Administrative Code; the Program Budget, Attachment A of this Agreement; the Activity Work Plan, Attachment I of this Agreement; and Program, Category Specific, and Special Conditions, Attachment J of this Agreement.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, Florida Statutes:

N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and, Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 to be provided to the Recipient.

Attachment A

Program Budget

Attachment B

State and Federal Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

State and Federal Statutes and Regulations

1. Community Development Block Grant, 24 CFR Part 570, Subpart I;
2. Florida Small and Minority Business Act, §288.702-288.714, Florida Statutes;
3. Administrative Requirements for Grants, 24 CFR Part 85;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of CDBG funds;
7. Sections 290.0401-290.048, Florida Statutes;
8. Chapter 73C-23, Florida Administrative Code;
9. CDBG Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. Environmental Review Procedures 24 CFR Part 58;
13. Environmental Criteria and Standards 24 CFR Part 51;
14. Floodplain/Wetland Management 24 CFR Part 55 and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
15. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this act;
16. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 CFR Part 800) and other provisions of law which further the purpose of this act;
17. Preservation of Archaeological and Historical Data Act of 1966;
18. Florida Coastal Zone Protection Act, §161.52-161.58, F.S.;
19. Reservoir Salvage Act;
20. Safe Drinking Water Act of 1974, as amended;
21. The Federal Water Pollution Control Act of 1972, as amended (33 USC, §1251 et.seq.);
22. Clean Water Act of 1977;
23. Davis – Bacon Act – sets requirement for paying prevailing wages on federally funded projects;
24. Contract Work Hours and Safety Standards Act of 1962, 40 USC §327 et. seq.;
25. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 USC, §6901 et. seq.);
26. Architectural Barriers Act of 1968, 42 USC 4151;
27. Cost-Effective Energy Conservation Standards, 24 CFR Part 39;
28. Federal Fair Labor Standards Act, 29 USC, §201 et. seq.;
29. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 CFR Part 24;
30. Copeland Anti-Kickback Act of 1934;
31. Hatch Act of 1939, as amended;
32. Title IV Lead-Based Paint Poisoning Prevention Act (42 USC, §1251 et. seq.);
33. OMB Circulars A-87, A-102, A-122, and A-133, as revised;
34. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 CFR Part 12.

Attachment C

Reports

The following reports must be completed and submitted to the Department in the time frame indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (10) of this Agreement.

1. The Contractual Obligation and MBE Report must be submitted to the Department by April 15 and October 15 annually. The form must reflect all contractual activity for the period. If no activity has taken place during the reporting period, the form must indicate “no activity”.
2. A Quarterly Progress Report must be submitted to the Department 15 days after the end of the quarter on the report form provided by the Department: April 15, July 15, October 15 and January 15.
3. The Administrative Closeout Package must be submitted to the Department 45 days after the Agreement termination date.
4. In accordance with OMB Circular A-133, revised, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with OMB Circular A-133 and submitted to the Department no later than nine months from the end of the Recipient’s fiscal year. If the Recipient did not meet the audit threshold, a certification must be provided to the Department no later than nine months from the end of the Recipient’s fiscal year.
5. The Section 3 Summary Report must be completed and submitted to the Department by July 31 annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
6. Request for Funds must be submitted as required by the Department of Economic Opportunity and as scheduled on Attachment E – **Activity Work Plan**.

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment (RFP). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason [See 24 CFR §85.36(d)(2)(ii)E].

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

Activity Work Plan

**(Replace this page with your
Activity Work Plan.)**

Attachment F

Program, Category Specific, and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion. Within 180 days of the subgrant award, the Recipient shall complete the following activities:
 - a. Submit the environmental assessment to the Department for review;
 - b. Request approval for all professional service contracts;
 - c. Submit an initial Request for Funds (RFF) for administrative services, if applicable;
 - d. Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;
 - e. For Housing Rehabilitation subgrants, a list of applicants for assistance shall be developed and a copy provided to the Department; and
 - f. For Commercial Revitalization subgrants, if façades are to be renovated, a list of businesses that will be assisted shall be developed and a copy provided to the Department.

If the Recipient does not comply with all applicable criteria listed above, a justification for the delay and a plan for timely accomplishment must be submitted to the Department. The Department shall rescind any subgrant for which the Recipient has not completed activities a.-f. listed above unless it can provide adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget/activity line items as defined on Attachment A (Program Budget) and Attachment E (Activity Work Plan).
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG *Application for Funding* submitted to the Department, unless pre-agreement costs were approved in writing by the Department.
4. The Recipient shall request approval of all professional services contracts that will be reimbursed with CDBG funds. Copies of the following documents must be provided to the Department for review:
 - a. When publication of the RFP is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the request for proposals was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. Commission minutes approving contract award;

- g. Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- h. The proposed contract;
- i. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- j. If a protest was filed, a copy of the protest and documentation of resolution;
- k. A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000. Additionally, the Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from the Department. Failure to secure prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient; and
- l. If a regional planning council or local government is performing administration services, the Recipient shall submit only a copy of the contract and cost analysis information.

The Department will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, federal or local procurement guidelines.

The Recipient must notify the Department in writing no later than ninety (90) days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

- 5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, but in any case, no later than 90 days from the effective date of this Agreement, the Recipient shall complete the following:
 - a. Submit and obtain the Department's approval of the documentation required in paragraph 3 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before the Department approves the procurement. If the Department does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond \$5,000 (\$8,000 for Economic Development).
 - b. Comply with procedures set forth in 24 CFR Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 CFR Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a ***Notice of Removal of Environmental Conditions***.
- 6. The Recipient shall obtain approval from the Department prior to requesting CDBG funds for engineering activities and costs which are additional engineering as defined in Rule 73C-23.0031(1), Florida Administrative Code.
- 7. Should the recipient undertake any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including notice to property owners of his or her rights under URA, invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that the Department can determine whether remedial action may be needed.

8. The Recipient shall, prior to the disbursement of any CDBG administrative funds exceeding \$15,000, provide to the Department a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish the Department, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$25,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until the Department has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

9. For each procured construction contract in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Bidding Information and Contractor Eligibility – Form SC-51;
 - Certification Regarding Debarment, Suspension, And Other Responsibility Matters (Primary Covered Transactions) – Form SC-37;
 - Section 3 Participation Report (Construction Prime Contractor) – Form SC-52;
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor) – Form SC-38, if applicable;
 - Section 3 Participation Report (Construction Subcontractor) – Form SC-53, if applicable, and;
 - Documentation for Business Claiming Section 3 Status – Form SC-54, if applicable.

10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the recipient shall provide a copy of SC-65, ***Certification of CDBG Construction Costs for Payment***, or a similar form, signed by the contractor certifying that the work for which payment is being requested has been completed. The form shall also be signed by the engineer or architect or record certifying that the work for which reimbursement is sought was inspected and that it was completed according to the plans and specifications. For each Housing Rehabilitation RFF that includes construction costs, the contractor will sign a copy of SC-65 or similar form, and the local building inspector or housing specialist will certify that the work was inspected and was completed according to the work write-up.

11. When the Recipient issues the ***Notice to Proceed*** to the contractor(s), copies of the following documents shall be sent to the Department:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100% of the contract price); and
 - c. The contractor's payment bond (100% of the contract price).

12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR Section 570.487(b)(4).
13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on Attachment A of this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits, all funds claimed for leverage shall be expended after the date of site visit and prior to submission of the administrative closeout.
14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
15. A deed restriction shall be recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the sub-grant application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR 85.31. Any future change of use shall be in accordance with 24 CFR 570.489(j).
16. For structures constructed prior to 1978, the Recipient shall provide that appropriate abatement procedures will be undertaken should lead-based paint be found on a structure scheduled for rehabilitation in whole or in part with CDBG funds and that the owners and/or occupants of the building will be advised:
 - a. The property may contain lead-based paint;
 - b. The hazards of lead-based paint;
 - c. The symptoms and treatment of lead poisoning;
 - d. The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
 - e. The need for and availability of blood lead-level screening for children under seven years of age; and
17. The Recipient shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
18. Pursuant to Section 102(b), Public Law 101-235, 42 USC Section 3545, the Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or ten percent (10%) of the grant, whichever is less.
19. A final Form HUD 2880, if required, shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

20. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 CFR 570.489(h).
21. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.
22. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to the Department with administrative closeout documents.
23. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
24. If necessary, the Recipient shall retain sufficient administration funds to ensure Internet access, including email, for the duration of the contract, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of Internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow Internet access.

Category Specific Conditions for Neighborhood Revitalization Grants Only

1. If the Recipient is undertaking the installation of water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. These hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
2. Recipients are responsible for verifying and maintaining documentation verifying that households receiving direct benefit, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low-to-moderate income national objective. The homeowner files must be maintained locally and at a minimum contain the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify of home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

3. The following data shall be provided for each activity at administrative closeout:
[For activities that provided indirect benefit (i.e., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefit (i.e., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household.
 - a. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number LMI and VLI beneficiaries proposed and actually served; and
 - c. The racial demographics (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and White, Asian and White, African American and White, American Indian/Alaskan Native and African American, other multi-racial or Hispanic) of all indirect beneficiaries and of heads of households for direct beneficiaries; and
 - d. Name of each head of household, owner, and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.

Special Conditions

The City of High Springs will need to complete the following actions within 90 days of receipt of this award.

1. Revise and/or adopt the Affirmative Action/Equal Employment Opportunity Policy to include "Genetics" as a protective class.
2. Provide an official letter of documentation confirming that all City of High Springs funding for the water line extension project for over income households will not be paid for with CDBG funding.

Attachment G

Civil Rights Compliance Assurance

Fair Housing

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will "affirmatively further fair housing" in its community. A recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all federally protected classes [race, color, familial status, handicap, national origin, religion, and sex];
- 2) Publish quarterly a phone number that people can call to ask fair housing questions or register a complaint ;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive fair housing calls;
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken, and
 - d) The end results of referrals to other agencies, when applicable;
- 5) Conduct at least one fair housing activity each quarter. Identical activities shall not be conducted in consecutive quarters. (See examples below.), and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The fair housing contact person is expected to have received training so that they can handle fair housing phone inquiries or to refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity. Placing a few posters in public buildings does not meet the requirement for a fair housing activity.

Recipients shall document their fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it and the contractors that it hires with CDBG funds will abide by the Equal Employment Opportunity Laws of the United States. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Publish quarterly a phone number that residents can call to ask equal employment opportunity questions or register a complaint;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive equal employment opportunity calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken;

Each recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor to use when it hires subcontractors. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://vendorstrator.dms.myflorida.com/directory>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. A recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Publish a phone number that residents can call to ask questions or register a complaint related to Section 504 or the Americans with Disabilities Act;
- 3) Designate an employee who is available Monday through Friday during regular business hours to receive calls; and
- 4) Establish a system to record the following:
 - a) The nature of the calls,
 - b) The actions taken in response to the calls, and
 - c) The results of the actions taken.

The Section 504 prohibitions against discrimination (See 45 CFR Part 84.) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA (Title II, 28 CFR Part 35, and Title III, 28 CFR Part 36) prohibits discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each recipient shall encourage its contractors to hire qualified low and moderate income residents for any job openings that exist on CDBG-funded projects in the community. The recipient and its contractors shall keep records to document the number of low and moderate income people who are hired to work on CDBG-funded projects. The number of low and moderate income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR Part 135.38 is required to be included in CDBG-funded contracts of \$100,000 or more.

Section 3 Clause.

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC §1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of Small Cities Community Development Block Grant funds, each recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR §570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR §570.490(b) – Recordkeeping Requirements;
6. 24 CFR §570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Non-discrimination; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of High Springs shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____
(Authorized Signature)

Name: Bryan D. Williams

Title: Mayor

Attachment H

Audit Requirements

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR 74.26 for further details.

5. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

Part II: State Funded

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at: <http://www.myflorida.com/fsaa/statutes.html>

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

<http://harvester.census.gov/fac/collect/ddeindex.html>

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, Fl. 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Attachment I

Audit Compliance Certification

Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Recipient: City of High Springs

FEIN: 59-6000336

Recipient's Fiscal Year: October 1st – September 30th

Contact Name: Ed Booth

Contact's Phone: (386) 454-1416

Contact's Email: ebooth@highsprings.us

1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? Yes No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Recipient expend \$500,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? Yes No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$500,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? Yes No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of OMB Circular A-133, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment J

eCDBG Access Authorization Form

**(Replace this page in each copy
of the Agreement with an original
eCDBG Access Authorization Form.)**

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

1. CDBG Subgrant Agreement

The Subgrant Agreement (the Agreement) binds the local government to the proposed CDBG project and requires compliance with all applicable state and federal laws, rules, and regulations. The name and contact information for the “Representative of the Recipient” has been inserted on page 7 of the Agreement based on the information included in the ***Application for Funding***. If someone else will be acting as the Representative of the Recipient upon award of the contract, contact your grant manager (listed on page 7). **Two copies of the Agreement must be submitted to the Department of Economic Opportunity (the Department). Original signatures are required on both copies of the Agreement in three places** – the Subgrant Agreement Signature Page (page 15), the last page of the ***Civil Rights Compliance Assurance*** (Attachment G), and the ***eCDBG Access Authorization Form*** (Attachment J). Both copies of the Agreement should be returned to the Department within 21 days of the local government’s receipt of the Agreement. **The documents required in numbers two, three, four, five, six, and seven below must be submitted with the two copies of the Agreement.** Following final signature by the Department, a fully executed copy of the Agreement will be returned to your local government.

Attachment B contains State and Federal Statutes and Regulations. Program, Category Specific, and Special Conditions are contained in Attachment F of the Agreement. Fair Housing, Equal Employment Opportunity, Section 504/Americans with Disabilities Act, and Section 3 requirements are contained in Attachment G. The “Representative of the Recipient” and other employees of the Recipient who will be working on CDBG activities should become familiar with the laws, regulations, and conditions listed in these attachments, along with the conditions listed in the Agreement.

2. Activity Work Plan – Attachment E

An **Activity Work Plan** must be completed which reflects a time line when activities, including administrative tasks, that are included in the **Program Budget** (Attachment A of the Agreement) will be completed. Please identify the activities that will take place and the dollar amounts that will be requested from the Department on a periodic basis (use additional forms as needed to reflect all proposed activities). **One copy of the Activity Work Plan must be included with each copy of the executed Agreement.**

The Department reserves the right to reject any proposed work plans that fail to demonstrate an orderly progression of activities over the term of the Agreement.

3. Civil Rights Compliance Assurance – Attachment G

The ***Civil Rights Compliance Assurance*** attachment requires each Recipient of a CDBG Agreement to certify that it is in compliance with federal laws related to Fair Housing, Equal Employment Opportunity, Section 504/Americans with Disabilities Act, and Section 3 of the Housing and Urban Development Act of 1968. The chief elected officer of the Recipient must sign each copy of Attachment G certifying that the Recipient shall comply with all provisions listed in the attachment.

4. eCDBG Access Authorization Form – Attachment J

An ***eCDBG Access Authorization Form*** with original signatures must be completed for each copy of the Agreement. The purpose of this form is to identify the employees of the local government who are authorized to electronically submit Request for Funds and required reports to the Department through the eCDBG system. The form also has a section that can also be used to designate the bank account where CDBG funds are to be deposited.

Unless the local government will use local funds to initially pay for project costs and then request reimbursement from the subgrant, a separate non-interest bearing checking account must be maintained for each CDBG subgrant. Each of the individuals authorized to sign checks for the distribution of CDBG funds pursuant to the Agreement must be bonded or insured.

Please identify the non-interest bearing bank account number, bank name, and address, as well as the names and titles of the persons (2 maximum) authorized to request funds. A copy of Attachment J, containing the original signatures of the chief elected officer and those individuals authorized to request funds and submit same to the Department electronically, must be included with the each copy of the signed Agreement.

5. **If anyone other than the chief elected official will be authorized to execute the Agreement or to sign amendment requests, reports, or other contractually required documents, a copy of the resolution or other action by the legislative body authorizing the delegation must be attached to the Agreement, unless previously included with the *Application for Funding*.**

6. **Small Cities CDBG Program Information Sheet – SC-30**

The *Small Cities CDBG Program Information Sheet* (included in emailed documents) must be completed. It provides names and contact information for the Chief Elected Official, Employee Designated by Resolution to Sign Subgrant Documents, Chief Financial Officer, Project Contact, Civil Rights Contacts, and the paid consultant (if applicable). The form also requests some administrative data and a brief project description. This form will be used to load data into the eCDBG System.

One copy of the form must be returned to the Department with the two copies of the executed Agreement.

7. **Civil Rights Profile Form – SC-31**

Submit **one copy** of the completed *Civil Rights Profile Form* to the Department to facilitate the Department's civil rights review.

8. **Audit Compliance Certification – Attachment I**

A copy of the *Audit Compliance Certification* form must be included in each copy of the Agreement. The Recipient's name, federal ID number, fiscal year period, and the contact's name and information must be completed before returning the contract to the Department for execution. (The grant manager may have entered this information on the form.) The rest of the form will have to be completed and returned to the Department within 60 days of the end of each fiscal year that the subgrant is open. This will be November 29 for most Recipients.

9. **Other Documents**

Copies of the following documents are being provided for use after your subgrant is executed:

- Form SC-37 – Debarment Certification (Prime Contractor)
- Form SC-38 – Debarment Certification (Subcontractor)
- Form SC-51 – Bidding Information and Contractor Eligibility
- Form SC-52 – Section 3 Participation Report (Prime Contractor)
- Form SC-53 – Section 3 Participation Report (Subcontractor)
- Form SC-54 – Documentation for Business Claiming Section 3 Status
- HUD Form 2880



Small Cities CDBG Program Information Sheet

Recipient Name: City of High Springs

CFDA Number: 14.228

Contract Number: 15DB-OJ-03-11-02-N 51

Contact Information

1. Chief Elected Official

CEO Name:	Title:
Address:	
City, State, Zip Code:	
Telephone No: () - Ext:	Fax Number: () -
E-Mail Address:	

2. Recipient Employee Designated by Resolution to Sign Subgrant Documents

Name:	Title:
Address:	
City, State, Zip Code:	
Telephone No: () - Ext:	Fax Number: () -
E-Mail Address:	

3. Chief Financial Officer

CFO Name:	Title:
Address:	
City, State, Zip Code:	
Telephone No: () - Ext:	Fax Number: () -
E-Mail Address:	

4. Project Contact

Name:	Title:
Address:	
City, State, Zip Code:	
Telephone No: () - Ext:	Fax Number: () -
E-Mail Address:	



Small Cities CDBG Program Information Sheet

5. Civil Rights Contacts

Fair Housing Coordinator: Title: Telephone No: () - Ext: E-Mail Address:
EEO Coordinator: Title: Telephone No: () - Ext: E-Mail Address:
Section 504/ADA Coordinator: Title: Telephone No: () - Ext: E-Mail Address:

6. Private Consultant (If applicable)

Consultant Firm: Consultant Contact: Address: City, State, Zip Code: Telephone No: () - Ext: Fax Number: () - E-Mail Address:
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Administrative Data

1. Local Government Federal ID Number: _____
2. Local Government DUNS Number: _____
3. Districts: United States Congress _____
 Florida Senate _____ Florida House _____



Small Cities CDBG Program Information Sheet

- 4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: _____

Street Address: _____

City, State, Zip: _____

- 5 Please provide a brief Project Description:



Civil Rights Profile Sheet

7/15/2014

Recipient Name: City of High Springs

Contract Number: 15DB-OJ-03-11-02-N 51 Date: _____

Demographic Data

1. Total Number of Local Government Employees: _____ *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: _____
3. Total Number of Local Government Minority Employees: _____ *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: _____
5. Local Government Population #: _____ *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: _____ *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: _____ *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: _____ *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: _____
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: _____

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
 Department of Economic Opportunity
 107 East Madison Street
 MSC - 400
 Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.



Civil Rights Profile Sheet

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: _____

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White						
African American						
Asian						
Native Hawaiian/Pacific Islander						
American Indian/Alaskan Native						
Other Multi-Racial						
Female Head of Household						
Elderly Head of Household						
Handicapped						

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

July 25, 2014

The Honorable Bryan D. Williams
Mayor, City of High Springs
110 Northwest 1st Avenue
High Springs, Florida 32643-1000

RE: Small Cities Community Development Block Grant (CDBG) Program
Federal Fiscal Year (FFY) 2013 Funding

Dear Mayor Williams:

The Florida Department of Economic Opportunity has completed the review of your Florida Small Cities CDBG application for the FFY 2013 funding cycle. The final score for your application fell within the fundable range. Copies of the Small Cities CDBG contract and attachments are being e-mailed to the project contact person identified in your application. Please return two copies of the contract, each with original signature, as soon as possible.

The signed copies of the contract should be sent to Shaurita Jackson, Government Operations Consultant II, at the mailing address below. If you have any questions, please contact Ms. Jackson at (850) 717-8416 or at Shaurita.Jackson@deo.myflorida.com.

Department of Economic Opportunity
Small Cities CDBG Program
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In addition, if you have not sent copies of your application to the State Clearinghouse, you must do so now. Four copies of the following application sections must be sent to the Clearinghouse:

- Part II: Application Profile and General Scoring Criteria;
- Part III: Sources and Uses of Non-CDBG Funds (Leverage), if applicable;
- Form C-1 from Part IV (Commercial) or Form N-1 from Part VII (Neighborhood);
- Part IX: Appendix A: Maps; and
- Part IX: Appendix D: Historic Preservation Documents, if applicable.

The address for the Clearinghouse is –

Florida State Clearinghouse
Florida Department of Environmental Protection
3900 Commonwealth Blvd, M.S. 47
Tallahassee, Florida 32399-3000

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax
www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

The Honorable Bryan D. Williams

July 25, 2014

Page 2 of 2

The ***Implementation Training for FFY 2013 Grant Recipients*** is scheduled to be held in Ocala from August 19-21, 2014. The Department will reimbursement the travel expenses for one employee from the City to attend the training. Additional information regarding the training will be e-mailed to the project contact. I encourage you to send a City employee to the training even if the City is planning to hire a consultant to administer the subgrant activities. As the subgrant recipient, the City is responsible for ensuring compliance with all state and federal regulations, submitting reports on time, and completing project activities in accordance with Attachment E of the agreement – the Activity Work Plan.

Sincerely,



Roger J. Doherty, CLEP
Planning Manager, Small Cities CDBG Program

RJD/sj

Enclosures

cc: Ed Booth, City Manager, City of High Springs
Fred Fox, President, Fred Fox Enterprises, Inc.

ORDINANCE 2014-03

AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, PERTAINING TO PROPERTY MAINTENANCE AND NEIGHBORHOOD PRESERVATION IN CHAPTER 18 OF THE HIGH SPRINGS CITY CODE BY ADDING SECTION 18-2 REGARDING REGISTRATION OF REAL PROPERTY MORTGAGES IN DEFAULT OR FORECLOSURE; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of High Springs has determined that vacant foreclosed homes quickly may become nuisances, hazards to public health and safety, or become poorly maintained, thereby reducing the value of neighboring residences and threatening entire neighborhoods; and

WHEREAS, a system of registration and tracking of foreclosed homes and homes in default about to go into foreclosure, with personal contact information of the owner or other responsible party who may be responsible for remedying Code violations, would assist in assuring Code compliance, assuring security of the home involved, protecting public health and safety, and preserving neighborhoods;

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

Section 1: That Chapter 18, Section 18-2 is added to the City of High Springs Code of Ordinances as follows:

Sec. 18-2 Purpose and Applicability:

(A) The purpose of this Chapter is to promote the health, safety and welfare of the citizens of the City of High Springs, Florida by:

1. Setting minimum standards necessary for the maintenance of improved lots and parcels, buildings, fences or walls, structures, and vacant or unimproved properties in order to safeguard against potential hazards, and reduce occurrences of blight and other influences considered to cause deteriorating conditions, unattractive neighborhoods, and potential loss of property value.
2. Setting minimum standards for the proper location, control, and care required for the keeping of large animals and livestock within the City's corporate limits.
3. Providing standards for inspecting the interiors of properties being rented and occupied, based on criteria consistent with and specified by the Florida Revised Statutes.
4. PROVIDING FOR REGISTRATION AND TRACKING OF FORECLOSED HOMES AND HOMES IN OR ABOUT TO GO INTO DEFAULT.

(B) This Chapter shall apply to all land within the City of High Springs without regard to the use or occupancy or the date of acquisition, alteration, or improvement of such land.

- (C) The Director of Codes Enforcement or designee shall interpret this Chapter to the public, City departments, and other branches of government subject to the general and specific policies established by the City Commission.
- (D) Appeals of the interpretations of this Chapter shall be filed within 30 days of the date of the decision and shall be reviewed by the Board of Adjustment except when the requirement references the building or fire codes or regulations.
- (E) Registration of foreclosed homes and homes about to go into default:

Definitions:

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

1. Abandoned real property: any real property that is vacant and/or is under a current notice of default, mortgage foreclosure action, notice of trustee's sale, pending tax assessor's lien sale and/or properties that have been the subject of a foreclosure sale where title is retained by the beneficiary of a deed of trust or mortgagee under a mortgage involved in the foreclosure, and any properties transferred under a deed-in-lieu, a short sale, or any other legal means.
2. Default: when a mortgagee declares the obligation to be in default in writing, such as a statement of breach or nonperformance, or by letter; by recording a lis pendens or notice of trustee's sale; or by its actions, such as by commencing judicial or non-judicial foreclosure proceedings.
3. Evidence of vacancy: any condition that on its own, or combined with other conditions present, that would lead a reasonable person to believe that the real property is vacant. Such conditions may include, but not be limited to, overgrown and/or dead vegetation, electricity, water or other utilities turned off, stagnant swimming pool, statements by neighbors, passers-by, delivery agents, or government agents, among other evidence.
4. Foreclosure: any judicial or non-judicial sale of real property pledged as security for an obligation that is in default.
5. Investor owned: a property owned by any individual or entity which is not occupied by or the residence of the individual or of the owner or controlling person of the entity which owns the property. "Investor owned" includes property owned by a bank or other financial institution, or which is held by a nominee or other entity on behalf of a financial intermediary.
6. Local property manager: an individual property manager, property management company, property maintenance company, or similar person or entity designated by the owner or mortgagee which is responsible for the maintenance of abandoned real property.
7. Mortgagee: a mortgagee under a mortgage, a trustee or beneficiary under a deed of trust, or a vendor under a contract of sale who declares the obligation in default.

8. Vacant: any real property that is not lawfully occupied or inhabited by human beings.

(F) Registration of real property in default:

1. Upon default by the obligor or issuance of a notice of default by or on behalf of the mortgagee, a mortgagee of real property located within the city shall become the responsible party for the property.
2. Upon default by the obligor or issuance of a notice of default by or on behalf of the mortgagee, a mortgagee of real property shall perform an inspection of the property that is the security for the mortgage. If the property is found to be vacant or shows evidence of vacancy, it shall be deemed abandoned and the mortgagee shall, within 10 days of the inspection, register the property with the Director of Codes Enforcement, or designee, electronically or on forms provided by the director. A separate registration is required for each vacant property.
3. If the real property is occupied but remains in default, it shall be inspected by the mortgagee or his or her designee monthly until the obligor or other party remedies the default, or the property is found to be vacant or shows evidence of vacancy, at which time it is deemed abandoned, and the mortgagee shall, within 10 days of that inspection, register the property with the Director of Development and Sustainability.
4. Within 10 days of the date the mortgagee declares the obligation to be in default through public notice or recordation, the mortgagee shall register the real property with the Director of Codes Enforcement and/or his/her designee, at the time of registration, shall designate in writing a local property manager to inspect, maintain and secure the real property subject to the obligation in default.
5. Registration pursuant to this subsection shall contain, at a minimum, the name of the mortgagee and servicer along with the corresponding mailing addresses of each, e-mail addresses, and the name, mailing address telephone number, and e-mail address of the local property manager. The local property manager shall be responsible to inspect, secure and maintain the vacant real property. The property manager named in the registration shall be located within Alachua County, Florida, and available to be contacted by a city inspector during regular business hours. If the registered vacant real property is investor owned, the registration shall contain at the minimum the name of the owner, the mailing address, e-mail address, and telephone number of the asset manager or other investor agent along with the other required registration information.
6. Any person that has registered a vacant real property under this subsection must report any change of information contained in the registration within 10 days of the change.
7. A per-property annual registration fee, to be determined by resolution or administrative order, shall accompany the registration or a modification of registration. There is no fee for modifying contact information if the organizational information remains the same and within 1 year of filing of the last registration payment.

8. Properties subject to this subsection shall remain under the annual registration requirements of this subsection so long as they remain vacant or subject to having been declared by a mortgagee to be in default or remains investor owned.
 9. Failure of the mortgagee or property owner of record, as applicable, to register or to revise a prior registration to reflect any changes as required by this subsection may be enforced by a citation for civil sanctions and penalties as provided for by Sec. 1-12 City of High Springs Code of Ordinances.
- (G) Subject to all applicable procurement regulations and policies, the Director of Codes Enforcement, may contract with a designee, to operate a website for registrations of properties or updates to existing registrations, and to collect registration fees.
- (H) Properties subject to this section shall be subject to all maintenance, security, and inspection requirements of this chapter.
- (I) When a property subject to this section becomes vacant or abandoned, the property shall be posted with the name and a 24 hour contact telephone number of the local property manager. The posting shall be no less that 18 inches by 24 inches, in a font legible from a distance of 45 feet, and shall be maintained inside or on the property so that it is visible from the street. The posting shall contain substantially the following language: "This property is managed by [name of local property manager]. To report problems or concerns, call [telephone number of local property manager]."
- (J) The local property manager shall inspect a property subject to this section at least once every 2 weeks to ensure that the property is in compliance with this section. Upon the request of the city inspector, the local property manager shall provide a copy of the inspection reports to the Director of Codes Enforcement.
- (K) This section does not limit the authority of the city to:
1. Perform an exterior inspection of any property in the city at any time.
 2. Upon receipt of a complaint or consent from the owner or occupant perform an interior inspection of any property in the city's jurisdiction.
 3. Perform interior, exterior or construction job site inspections of new construction before issuance of a certificate of occupancy.
 4. Perform interior or exterior inspections of illegal construction that occurred without a required building permit.
 5. Perform an interior inspection of any property during an emergency or natural disaster.
 6. Perform any other inspection authorized by other provisions of the High Springs City Code.

Section 3: EFFECTIVE DATE. This ordinance shall take effect upon its passage at second and final reading.

Section 4: PRESERVATION OF RIGHTS AND DUTIES. The repealing provisions of this Ordinance do not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of the repeal.

Section 5: CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the material adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

First reading was held on the 28th day of August, 2014.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this 25th day of September, 2014.

BY THE MAYOR OF THE CITY OF HIGH SPRINGS, FLORIDA

Byran D. Williams, Mayor

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

Jenny L. Parham, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

S. Scott Walker, City Attorney



Commission Agenda Item Request Form

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

MEETING DATE: AUGUST 28, 2014

SUBJECT: DOWN TOWN INTERSECTION

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: PD + STREETS

PREPARED BY: COMMISSIONER BOB BARNAS

RECOMMENDED ACTION: 4:30 - 5:30 OFFICER

Summary

CONSIDER OPTIONS FOR
TRAFFIC CONTROL RUSH
HOUR EVENING

ATTACHMENT:

REVIEWED BY CITY MANAGER: _____