

23718 W US HWY 27
High Springs, Florida 32643



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

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

FEBRUARY 22, 2024,

6:30 PM

**MAYOR KATHERINE WEITZ
VICE MAYOR TRISTAN GRUNDER
COMMISSIONER ANDREW MILLER
COMMISSIONER BYRAN WILLIAMS**

- (A) CALL TO ORDER AND ROLL CALL**
- (B) INVOCATION AND PLEDGE OF ALLEGIANCE**
- (C) APPROVAL OF AGENDA:**
- (D) APPROVAL OF CONSENT AGENDA:**
 - 1. MINUTES OF THE FEBRUARY 08, 2024, COMMISSION MEETING**
- (E) SPECIAL PRESENTATIONS**
- (F) UNFINISHED BUSINESS**
 - 1. DISCUSS, CONSIDER AND ACT ON RANKING OF CITY MANAGER APPLICANTS**
- (G) CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE STATE NAME FOR THE RECORD – LIMIT COMMENTS TO 5 MINUTES)**

COMMISSIONER RESPONSE
- (H) NEW BUSINESS**
 - 1. DISCUSS, CONSIDER AND ACT ON DECLARING K-9 SURPLUS AND CONVEYING OWNERSHIP TO K-9 HANDLER SGT. JASON TAYLOR.**
 - 2. DISCUSS, CONSIDER AND ACT ON THE APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW BOARD.**

- 3. DISCUSS, CONSIDER AND ACT ON THE APPOINTMENT OF A MEMBER TO THE VACANT PLAN BOARD SEAT.**
 - 4. DISCUSS, CONSIDER AND ACT ON PURCHASING SEWER LIFT STATION PUMPS.**
 - 5. DISCUSS, CONSIDER AND ACT ON PURCHASING A SEWER BYPASS PUMP.**
 - 6. DISCUSS, CONSIDER AND ACT ON DESIGNATING AN INTERIM CITY MANAGER.**
 - 7. DISCUSS, CONSIDER AND ACT ON GRANT WG110-WASTEWATER SERVICE TO 175/CR236 INTERCHAGE.**
-
- (I) CITY ATTORNEY REPORT/UPDATE**
 - (J) CITY MANAGER REPORT/UPDATE**
 - (K) COMMISSION COMMENTS AND CONCERNS**
 - (L) MOTION TO ADJOURN.**

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON TH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE CITY COMMISSION MEETINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK 23718 W US HWY 27, TELEPHONE (386) 454-1416.

Consent Agenda

23718 W US HWY 27
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**HIGH SPRINGS
CITY COMMISSION MEETING
FEBRUARY 8, 2024
CITY HALL**

CALL TO ORDER AND ROLL CALL

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

ROLL CALL CITY COMMISSION:

Mayor Katherine Weitz – Present
Vice Mayor Tristan Grunder – Present
Commissioner Andrew Miller- Present
Commissioner Byran Williams – Present

STAFF PRESENT:

Angela Stone, City Clerk
Scott Walker, City Attorney
Jami Echeverri, Asst. City Clerk
Kevin Mangan, PIO
Antoine Sheppard, Chief of Police
Jason Taylor, Police Sergeant
Antoine Sheppard, Police Chief
Kristyn Adkins, Planning Technician
Thomas Henry, Public Works Director
Allan Alligood, Building Official

INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation by Commissioner Byran Williams

Pledge of Allegiance

APPROVAL OF AGENDA:

Mayor Weitz requested an amendment to the agenda. To add "Black History Month"
Proclamation under Special Presentation

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Commissioner Miller motioned to approve the modified agenda.
Vice Mayor Grunder Second.
Motion carried 4-0.

APPROVAL OF CONSENT AGENDA:

MINUTES OF THE JANUARY 25 2024, COMMISSION MEETING

Vice Mayor Grunder Motioned to approve the Minutes of the December 11, 2023 Commission Meeting
Commissioner Miller Seconded.
Motioned carried 4-0

(E) SPECIAL PRESENTATIONS

PRESENTATION BY THE SFHS ENVIRONMENTAL CLUB/MARINE BIOLOGY STUDENTS.

Maureen Shenkman, Natalie Klein, and Jake Greenly gave a presentation of the Santa Fe High School's Environmental Club, and marine science class's educational field trip and all that they learned.

PROCLAMATION: BLACK HISTORY MONTH

Attorney Walker read a proclamation celebrating National Black History Month.

Commissioner Miller Motioned to pass the proclamation as read in its entirety.
Vice Mayor Grunder Seconded
Motion Carried 4-0

(F) UNFINISHED BUSINESS

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

Dave Chaudry – is concerned about the increased pricing of solid waste for commercial businesses and would prefer to have a contract independent of the City's.

Bruce Borders – is concerned about a commission candidate who has a prior arrest record. Attended Mr. Dean Davis's funeral and would like an amendment to the Fire Station to add his name to "fire chief".

David Linch – distributed a newspaper article regarding devices to be installed in vehicles to stop impaired drivers and the cost of drunk drivers to society. Does not approve of the High Springs Brewing Company using the High Springs Name. He spoke of not wanting any large developments

COMMISSION AGENDA
FEBRUARY 8 2024
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Janet Evans – requested those on the diocese on their phones during public meetings. She thinks that would entitle them to be inspected for public record. And believes it is disrespectful.

Eva Verner – is concerned about sustainability with global warming and human safety. Would like to see EV parking enforced so that gas vehicles cannot park there.

Linda Jones – reminded the commission there are meeting note requirements for public meetings regarding electronic usage while on the diocese.

COMMISSIONER RESPONSE:

In Response to Dave Chaudry: Commissioner Miller asked Mr. Chaudry if Customer service (WCA) reached out to them as he had submitted a request on his behalf. Attorney Walker advised the commission that independent contracts with a solid waste vendor is not how the city is structured.

In response to Janet Evans Public Comment: Commissioner Williams stated he is a businessman and a family man and will check his phone if a notification arises. Vice Mayor Grunder responded that as a former night shift worker if meetings go long, he has to notify his supervisor that he would be late.

In response to Ms. Eva Verner: Mayor Weitz Duke Energy has attempted to add more EV vehicles to a city parking area and there were too many being required. Also advised it is not an enforceable penalty for gas vehicles to be in EV parking spots.

Chief Antoine Sheppard Offered clarification on enforcing Ms. Verner's concerns.

(H) NEW BUSINESS

2. DISCUSS, CONSIDER AND ACT ON A HIRING FREEZE.

Commissioner Miller discussed his concern over the budget and noted that staff is the largest drain on a budget. He would like to implement a temporary hiring freeze until after a new City Manager has been hired.

Mayor Weitz agreed it would be a good thought to allow the next City Manager to come in and be able to take a look and re-evaluate the staffing and budget.

COMMISSION AGENDA
FEBRUARY 8 2024
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Vice Mayor Grunder – is concerned that implementing a hiring freeze would leave the city worse off in the event vital staff resigns or leaves.

Mayor Weitz asked Attorney Walker if it could be possible to implement a hiring freeze with the exception of currently open positions.

Commissioner Williams believes that holding off on filling current positions that are empty has already had a similar effect.

Clerk Stone – we have already begun the selection and interview process for Fire Chief and would like direction for how to proceed if a hiring freeze is implemented.

Commissioner Miller agreed it would not be in the best interest to hold that (Fire Chief's) position as critical as it is.

Attorney Walker – advised you could simply pause hiring and not post any new positions without implementing a hiring freeze.

Citizen Comment:

Janet Evans – supports the idea of an official freeze.

Staff Henry asked for clarification on what is considered an emergency position for a hiring freeze exemption?

Vice Mayor Grunder and Mayor Weitz both agreed water and sewer could and should both be considered essential and emergent.

Chief Vogel – advised he made a commitment to the city and will be here as long as needed and no need to rush on hiring a fire chief.

Linda Jones – is concerned about terminations as well as hiring. She would like to see a hiatus on terminations until a new city manager can come in and select their own team.

Commissioner Miller motioned to implement a hiring freeze unless there is an emergency.

Motion not seconded- motion failed.

CITY ATTORNEY REPORT/UPDATE: none at this time.

CITY MANAGER REPORT/UPDATE: not present

Staff Update:

Thomas Henry: AMI is 150 meters from completion. The sewer plant is progressing well. New sidewalks have been installed at Catherine Taylor Park. The Douglas Center daycare has sheet rock and insulation going up and is progressing.

**COMMISSION AGENDA
FEBRUARY 8 2024
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Clerk Angela Stone: advised the Commission there has been a proposed date of June 6th at 6:30 for a joint county meeting. She advised that qualifying for the Special Election has ended and Mr. Wayne Bloodsworth Jr. and Mr. Chad Howell have both qualified and are running.

COMMISSIONERS:

Commissioner Miller – Pioneer Days festival is the last Saturday and Sunday of March. Food Vendors are needed.

VICE MAYOR: none

MAYOR:

Asked for an update on the Priest theater. Attorney Walker advised it is under way and that it would hopefully be available for review by the next commission meeting.

She is looking forward to a workshop to discuss updating the fleet vehicle lease. She thanked Clerk Stone for her hard work regarding the special election.

MOTION TO ADJOURN.

Commissioner Williams motioned to adjourn.

Mayor Weitz adjourned the meeting at 7:45 pm.

Unfinished Business Item #1



Commission Agenda Item Request Form

MEETING DATE: FEBRUARY 22, 2024

SUBJECT: DISCUSS, CONSIDER AND ACT ON RANKING OF CITY MANAGER APPLICANTS

AGENDA SECTION: UNFINISHED BUSINESS

DEPARTMENT: CITY COMMISSION

PREPARED BY: ANGELA N. STONE

RECOMMENDED ACTION: RANK THE FIVE INTERVIEWED CITY MANAGER APPLICANTS

Summary

AT THE JANUARY 25, 2024, COMMISSION MEETING, THE COMMISSION DECIDED TO HAVE INDIVIDUAL INTERVIEWS WITH THE TOP FIVE RANKED APPLICANTS FOR THE CITY MANAGER POSITION. ONCE THE INDIVIDUAL INTERVIEWS WERE COMPLETED THE COMMISSION WOULD COME BACK AND RANK THE FIVE APPLICANTS THAT WERE INTERVIEWED AND PICK THE TOP TWO TO COME BACK FOR AN IN-PERSON INTERVIEW IN A PUBLIC MEETING.

THE INDIVIDUAL INTERVIEWS WERE CONDUCTED ON FEBRUARY 15, 2024, AND EACH COMMISSIONER WAS ABLE TO INTERVIEW EACH APPLICANT INDIVIDUALLY.

THE COMMISSION WILL NEED TO DISCUSS WHO THEY WOULD LIKE TO MOVE FORWARD WITH AND INVITE BACK TO HAVE A SECOND PUBLIC MEETING INTERVIEW. THEY WILL ALSO NEED TO DETERMINE A DATE FOR THIS INTERVIEW.

CITY MANAGER INTERVIEWEES

TIMOTHY DAY
FRED VENTRESCO
JEREMY MARSHALL
JEFF SHOOBRIDGE
DAVID WEISNER

ATTACHMENTS:

REVIEWED BY CITY MANAGER:

New Business Item #1



Commission Agenda Item Request Form

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

MEETING DATE: February 22, 2024 @ 6:30pm

SUBJECT:

Declare police K-9 Justice (Labrador) surplus to the City's needs and convey ownership to Sgt. Jason Taylor.

AGENDA SECTION:

New Business

DEPARTMENT:

Police Department

PREPARED BY:

Chief Antoine Sheppard

RECOMMENDED ACTION: Approval for signature on agreement.

Summary

Police K-9 Justice is almost nine years old and has been in service for the City of High Springs Police Department for several years with Sgt, Jason Taylor and was obtained through a rescue program. Justice will no longer be in service with the department, and therefore will be surplus to the City's needs. Traditionally, upon retirement, police canines are given to their respective handler, who then assumes full responsibility and liability for the canine. It is the request of the agency to declare Justice surplus to the City's needs and authorize conveyance of ownership to Sgt. Jason Taylor.

ATTACHMENTS: Yes -

MOU

REVIEWED BY CITY MANAGER: _____



High Springs Police Department

CANINE RELEASE AGREEMENT

I, Jason Taylor, hereby accept ownership of K9 labrador from an authorized representative of the High Springs Police Department. By accepting the canine named above, I will assume all responsibility present and future for the canine, to include, but not limited to, the following: food, care, medical treatment, any and all acts which occur subsequent to my acquiring the canine. This will include any civil responsibilities that may occur after my acquisition of the canine.

In the event it is determined euthanasia is necessary, absent exigent circumstances, a licensed veterinarian will conduct the euthanasia. The **High Springs Police Department** will pay for the procedure if necessary.

If there comes a time in which I no longer want the canine, it will be returned to the **High Springs Police Department**.

I fully understand that the aforementioned canine has received aggression training and I agree to take all necessary precautions to prevent anyone from being harmed by the canine. In the event that someone should receive injury from the canine, I shall assume all liability and responsibility.

In witness whereof, the undersigned have executed this agreement this ____ day of _____, 20 ____.

Signature of Authorized Representative
City of High Springs

Signature of Person Receiving Canine

State of FLORIDA
County of ALACHUA

Subscribed and sworn to before me this _____ day of _____, _____, by Ofc _____, who is personally known to me.

<Notary Seal>

Notary Public

Distribution: Original: Chief of Police; Copies: Finance,
Originator: Chief of Police

New Business Item #2



Commission Agenda Item Request Form

MEETING DATE: FEBRUARY 22, 2024

SUBJECT: DISCUSS, CONSIDER AND ACT ON THE APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW BOARD

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA N. STONE

RECOMMENDED ACTION: APPOINT MEMBERS TO THE CHARTER REVIEW BOARD

Summary

THE CITY CHARTER REQUIRES THE APPOINTMENT OF A FIVE MEMBER CHARTER REVIEW BOARD, STARTING IN MARCH 2016 AND EVERY EIGHT YEARS THEREAFTER. THE PURPOSE OF THE BOARD IS TO REVIEW THE CHARTER AND MAKE RECOMMENDATIONS TO THE CITY COMMISSION ON ANY REVISIONS OR AMENDMENTS THEY FEEL ARE NEEDED. THE COMMISSION SHALL CONSIDER THE RECOMMENDATIONS AND PLACE THOSE THEY DEEM APPROPRIATE ON THE BALLOT FOR THE NOVEMBER 5, 2024, ELECTION.

ATTACHMENTS: APPLICATIONS AND AD

REVIEWED BY CITY MANAGER:



CITY OF HIGH SPRINGS **HIGH SPRINGS CHARTER REVIEW BOARD**

The City of High Springs is currently accepting applications for the appointment of five members to the High Springs Charter Review Board. The purpose of the Board will be to review the City Charter and make recommendations to the City Commission of any alterations, revisions and amendments to the Charter .

Applications may be obtained Monday through Thursday: 7:30 - 6:00, from City Hall, 23718 W US HWY 27, High Springs, Florida 32643 or on our website www.highsprings.gov Applications accepted through February 8, 2024. Members will be appointed by the City Commission at the February 22, 2024 City Commission meeting.

Publish: Display Ad

Alachua Today – January 11 & 25 2024

TIMELINE: ADVERTISE FOR MEMBERS IN JANUARY
APPOINT MEMBERS FEBRUARY 22, 2024
BOARD MAKES RECOMMENDATIONS BY May 21 (90 DAYS)
WOULD NEED TO BE THE FIRST MEETING IN MAY, MAY 9, 2024
MEMBER'S TERM EXPIRES 10 DAYS AFTER
RECOMMENDATIONS

Section 5.01 Charter Amendments and Charter Review.

This Charter may be amended in accordance with the provisions for Charter Amendments as specified in the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, or its successor. The form, content, and certification of any petition to amend shall be established by ordinance.

In March 2016, and at least every eight (8) years thereafter, the Commission shall appoint a charter review board consisting of five (5) electors of the City holding no other office, appointment or employment in the government of the City of High Springs except on advisory bodies of the City. Such board shall review the Charter, and within ninety (90) days after such appointment, recommend to the Commission such alterations, revisions, and amendments, if any, to this Charter, as in its judgment are desirable. The City Commission shall review the recommended alterations, revisions and amendments, and shall submit such amendments as it deems appropriate to the electorate at the next general election or special election set by the Commission. The term of a member's appointment to the Charter review board shall expire ten (10) days after the recommended alterations, revisions, and amendments are submitted to the City Commission. The members appointed to said board shall serve without compensation.

CITY OF HIGH SPRINGS
2024 CHARTER REVIEW COMMITTEE
PROPOSED

MEMBERS:

1. VACANT
2. VACANT
3. VACANT
4. VACANT
5. VACANT

APPLICATIONS RECEIVED:

1. CHRISTY SWILLEY
2. LINDA JONES
3. REGINA WELLER
4. JACOB NEWTON
5. JOHN MANLEY
6. JULIE TAPIA-RUANO
7. ROSS AMBROSE
8. STEVE TAPANES
9. LYNN JAMISON

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to

Priest Theater Committee asked to be considered for Charter Review Board

Board or Committee

Date 11/29 Year 2023

NAME

(Please Print)

Christy
First

R.
M.

Swilley
Last

ADDRESS 23461 W Hwy 27

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: christyswilley@outlook.com

TELEPHONE: HOME

CELL (352) 494-9494

OCCUPATION RN/Clinical device representative

PLACE OF EMPLOYMENT Medtronic since 2014

EDUCATION Master's in Nursing Leadership

How long a resident of High Springs area lifelong resident

Civic and professional accomplishments or honors

Field Clinical Trainer

Field Insight Board Member

Therapy Support Council Lead for three years

Membership in organizations or societies (include participation in previous boards and committees) High Springs Historical Society

High Springs Chamber member (past)

Local Business Owner (main street - High Springs Mercantile)

What contributions do you feel you could make if you were selected to this Board?

The twenty years of nursing I've endured has provided me with life skills I believe serve me well in any situation. I am process driven, a problem solver, and hard working. I am accustomed to making difficult decisions among all walks of life. I believe my ability to multitask and prioritize would be an asset if chosen.

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

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

Thank you for the opportunity to be considered for this committee

**HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME**

Application for appointment to Charter Review Board

Board or Committee

Date January 17 Year 2024

NAME Alice Linda Jones

(Please Print)

First

M.

Last

ADDRESS 20931 NW 167th PL

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: lj266011@gmail.com

TELEPHONE: HOME 386-454-0285

CELL 352-642-2664

OCCUPATION Retired

PLACE OF EMPLOYMENT _____

EDUCATION High School

How long a resident of High Springs area 17 years, formerly from Gainesville

Civic and professional accomplishments or honors _____

2016 Charter Review Board

City Commissioner 2016-2022

Membership in organizations or societies (include participation in previous boards and committees) Member High Springs Chamber of Commerce, Board Member as secretary 2023.

What contributions do you feel you could make if you were selected to this Board? _____

I have experience as a member of the 2016 charter review board and 6 years as city commissioner.

Active participation in 2020 Alachua County Charter Review meetings

Having experienced issues with the current charter, I would like to participate in changes.

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

**HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME**

Application for appointment to Charter Review Committee

Board or Committee

Date January 22 Year 2024

NAME Regina Sue Weller
(Please Print) First M. Last

ADDRESS 21775 NW 154 Place
(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: suefpelra@msn.com

TELEPHONE: HOME _____ CELL (342) 514-7058

OCCUPATION FEMA Reservist

PLACE OF EMPLOYMENT Federal Emergency Management Agency

EDUCATION Bachelor of Arts

How long a resident of High Springs area 19+ years

Civic and professional accomplishments or honors City of Miami Labor Relations Officer - 12 years,
High Springs City Commissioner - 6 years (2 years as Mayor), National and Florida Public Employer Labor Relations
Associations - President, Kiwanis Club of Santa Fe - 19 + years serving in all board positions

Membership in organizations or societies (include participation in previous boards and committees) High Springs Tree Board, High Springs Planning Board, High Springs Mayor's Economic Task Force,
High Springs City Commission

What contributions do you feel you could make if you were selected to this Board? _____
My 30 years working in city government, which includes 12 years as the City of Miami Labor Relations Officer (reporting
directly to the City Manager) and 6 years as a High Springs City Commissioner (including 2 years as Mayor) provides
considerable knowledge and insight to assist this committee in accomplishing its goals.

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

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

from the desk of
PASTOR JACOB L. NEWTON

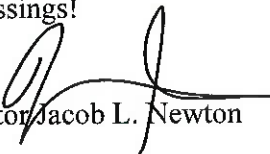
Wednesday, January 31st, 2024

Hello City Clerk Angela Stone,

I have attached the following addendum to add one more date when I will be out of town on business: **March 19**. Additionally, I have Zoom meetings on the following dates, all at 7pm: **February 1, February 8, February 22, April 4, and July 25**. Of course, all this information is subject to change.

I hope this will provide transparency and necessary information to the city commission when making their decision. If I am chosen, I will do everything in my power to make every meeting.

Blessings!


Pastor Jacob L. Newton

Jacob L. Newton
Pastor, High Springs Church of God
23765 NW 182 Ave
High Springs, FL 32643
904.347.8891 (cell)
jacobnewton5@gmail.com

from the desk of
PASTOR JACOB L. NEWTON

Tuesday, January 23rd, 2024

Hello City Clerk Angela Stone,

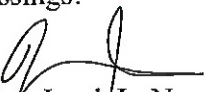
This packet serves as notice for my application for the Charter Review Board. I have attached my biographical resume as well as my official resume. So that the city commission may have all available information, I did want to mention that I currently serve on the Florida Children's Leaders Board, and as such, there are evenings (normally one Thursday a month) when I have a Zoom meeting. Also, as Pastor at High Springs Church of God, we do have a Wednesday evening service and I would be unable to attend a meeting on a Wednesday evening.

In addition to the above-mentioned, I will be out of town on business the following dates:

- February 15-17
- March 15-16
- April 12-13
- May 10
- May 23-25
- June 3-14
- June 17-21
- June 24-28
- July 4-12

I hope this will provide transparency and necessary information to the city commission when making their decision. If I am chosen, I will do everything in my power to make every meeting.

Blessings!


Pastor Jacob L. Newton

Jacob L. Newton
Pastor, High Springs Church of God
23765 NW 182 Ave
High Springs, FL 32643
904.347.8891 (cell)
jacobnewton5@gmail.com

Jacob Newton

23731 NW 182 Ave., High Springs, FL 32643
(904) 347-8891 jacobnewton5@gmail.com

PASTORAL EXPERIENCE

High Springs Church of God (High Springs, FL)

Lead Pastor - Feb. 2023 - Present

I am responsible for all the duties and responsibilities of a lead pastor including preaching sermons, creating Bible study lessons, visitation, funeral arrangements, and long-range vision planning. In year one, we saw a 92% increase in tithing, took in 10 new members into our fellowship, underwent a complete remodel of our sanctuary, and established a kids' ministry program, which is the first time the church has had kids' ministry in two decades. We also hosted the church's first-ever Vacation Bible School.

Transformation Church of God (St. Augustine, FL)

Lead Pastor - Nov. 2020 - Feb. 2023

I was responsible for all the duties and responsibilities of a lead pastor including preaching sermons, creating Bible study lessons, visitation, funeral arrangements, and long-range vision planning. We saw an exponential growth in finances, including a 110% growth in cash-on-hand. Additionally, we increased volunteer participation exponentially.

Alva Church of God (Alva, FL)

Lead Pastor - Feb. 2018 - Nov. 2020

I was responsible for all the duties and responsibilities of a lead pastor including preaching sermons, creating Bible study lessons, visitation, funeral arrangements, and long-range vision planning. We underwent a complete top to bottom remodel of the fellowship hall. Also, we successfully trained a congregant through the MIP program.

MINISTRY EXPERIENCE

Church of God (Tampa, FL)

FCLA Board Member - March 2022 - Present

I currently serve on the Florida Children Leaders Association board, and in conjunction with the other members, plan state-wide events such as KidJam, Junior Talent, Kids Camp, and the FCLA Conference, among other events.

Lighthouse Church of God (St. Augustine, FL)

Operations Pastor - Dec. 2013 - Feb. 2018

I was the day to day lead for the business and ministries of LCOG overseeing the aspects of a \$500,000 gross annual income.

Creative Arts Pastor - Aug. 2011 - Feb. 2018

I was responsible for service planning, worship leading, sermon series logo design, bulletin design, etc.

Student Pastor - Aug. 2011 - May 2012, Jan. 2013 - July 2017

I was responsible for all of the youth activities, including organizing



SKILLS

Troubleshooting
Communications
Technology
Creative Design
Long-Range Planning
Sermon Prep

EDUCATION

Shiloh University, Kalona, IA
Master of Arts
in Theological Studies
Aug. 2018-May 2021

West Coast Bible College,
Waco, TX
Bachelors
in General Ministries
Oct. 2012-Oct. 2017

Church of God Ministerial
Internship Program
Aug. 2014-May 2015

Pen Florida (A/G)
District School of Ministry
Lay Leadership diploma
Sept. 2010-May 2011

CREDENTIALS

Church of God
Ordained Bishop - #71443

Flagler Hospital Chaplain

CERTIFICATIONS

CPR/First Aid -
exp. Aug. 2024

BOARDS

Vice President -
High Springs Chamber of
Commerce (July 2023-Pres.)

events and planning and preaching at youth services.

Church of God (Tampa, FL)

Region 6 Youth Coordinator - Aug. 2013 - Feb. 2018

I was responsible for disseminating state event information to local youth and children's leaders, organizing regional rallies, and providing support to youth and children's leaders at regional churches.

TEACHING EXPERIENCE

Beacon of Hope Christian School (St. Augustine, FL)

Dean of Students - Jan. 2022 - Feb. 2023

I was promoted to serve as the Dean of Students at Beacon of Hope Christian School and was responsible for all aspects of student life. I also teach high school Bible and organize chapel services.

Middle/High School Teacher - May 2015 - 2017; Nov. 2020 - May 2022

I taught a range of topics, including English, history, science, Bible, and elective courses like physical education, personal finance, multimedia/yearbook, etc.

Administrator - August 2016 - Feb. 2018

I was promoted to an administrator role primarily dealing with guidance counseling and school operations.

Sonshine Christian Academy (Fort Myers, FL)

High School Teacher - Mar. 2020 - Nov. 2020

I taught high school science and technology to close out the 2019-20 school year. For the 2020-21 school year, I taught Apologetics, Digital Skills, New Testament Survey, and Old Testament Survey. I also assisted with technology coordination campus-wide, and led the implementation of a digital standardized test for 350+ students.

OTHER EXPERIENCE

Sonny's BBQ (St. Augustine, FL)

Food Server - July 2011 - Jan. 2016

I was responsible for keeping guests informed and prepared for meals in a high volume restaurant.

**HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME**

Application for appointment to Charter Review Board

Board or Committee

Date January 23 Year 2024

NAME Jacob L. Newton

(Please Print)

First

M.

Last

ADDRESS 23731NW182Ave

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: jacobnewton5@gmail.com

TELEPHONE: HOME same

CELL 904.347.8891

OCCUPATION Pastor

PLACE OF EMPLOYMENT High Springs Church of God

EDUCATION Master of Arts in Theological Studies / Bachelors of Ministry

How long a resident of High Springs area 1 year

Civic and professional accomplishments or honors Coach of the Month - ACSC

Florida Children's Leader Association board member (for my denomination)

Vice President - High Springs Chamber of Commerce

Membership in organizations or societies (include participation in previous boards and committees) member in good standing - Church of God (Cleveland, TN)

served on the Church of God General Council (2018 & 2022)

What contributions do you feel you could make if you were selected to this Board? _____

I would provide composure in temperament and dependability in service.

Having served on boards and committees in other capacities, I have a knowledge of how to accomplish the task at hand. Additionally, I care deeply for our city and want to see it prosper and thrive!

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

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

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Charter Review Board

Board or Committee

Date 1/25 Year 2024

NAME John

P.

Manley

(Please Print)

First

M.

Last

ADDRESS 18580 NW 2234th Street, Apt 1

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: jmanley3@gmail.com

TELEPHONE: HOME

CELL 352-284-1407

OCCUPATION Sales Consultant

PLACE OF EMPLOYMENT Self-employed

EDUCATION MBA National University, San Diego, CA

How long a resident of High Springs area since 2000

Civic and professional accomplishments or honors Participated in the Citizens Class

Membership in organizations or societies (include participation in previous boards and committees) Masonic Lodge and Shrine Club

What contributions do you feel you could make if you were selected to this Board?

30 plus years of sales and business experience, experience serving on the High Springs Parks & Recreation Board

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

John P. Manley, MBA

jpmanley3@gmail.com • [LinkedIn](#) • High Springs, FL 32643 • 352.284.1407

Senior B2B Sales Representative

Growth-focused, results-driven professional with years of success maximizing revenue and profitability for high-growth companies. Expert prospector, presenter, and negotiator; able to uncover new sales opportunities and acquire key accounts in competitive markets. Software proficiency includes Microsoft Office Suite, Salesforce.com (SFDC), MS Dynamics 365, and Pivotal; proven ability to quickly master new concepts and technologies with minimal training.

- Strategic Planning and Forecasting
- Prospecting / Lead Generation
- C-Suite Relationship Building
- Mortgage Lending
- New Business Generation
- Sales Cycle Management
- Contract Negotiations
- Consumer/ Business Lending w/ Credit Authority
- (Consultative and Tele sales Selling)
- Presentation and Proposal Design
- Key Account Management

Career Experience

National Inside Sales Representative, Computer Services, Inc. (CSI), Demand Science, J. Manley & Associates, LLC, High Springs, FL 10/2018 to Current Time

Independent Contractor - Identify and engage with potential clients through (persistent outbound tele sales prospecting) and tradeshow attendance across the U.S. for three Business Development Directors at a provider of core financial technology and regulatory compliance solutions and managed and document services to community banks. Hold responsibility for creating \$1.25M in new business opportunities annually.

- Created 82 valid new business opportunities from community banks \$600M - \$2B in asset size, representing an average of 125% of my annual goal. Developed a vast rolodex of contacts through my work using MS Dynamics as the CRM.

Account Executive, Central Region, NCR, High Springs, FL 02/2015 to 01/2018

(Performed high-volume outbound tele sales /prospecting) to banks and credit unions across a 15-state territory to drive sales of digital mobile and on-line, P2P, Business, biometric solutions at the world's enterprise technology leader for restaurants, retailers, and banks. Left due to a Reduction in Force

- Aggressively pursued community bank sized sales targets and produced \$840k in the first year (115% of goal), successfully displacing key competitors, such as Fiserv, FIS, Akami, and Q2.

Accredited Sales Agent, CU*SOUTH, High Springs, FL 06/2013 to 01/2015

Generated new business opportunities (using tele sales) for a state-of-the-art credit union SaaS core and digital solution at a credit union service provider with responsibility for producing \$32k in quarterly new business revenue. Left to join NCR.

...continued...

John P. Manley, MBA

Page | 2

- Sold four new community sized credit unions with over 12,000 members with in twelve months

Sales Representative, SunState Financial Solutions, Gainesville, FL

03/2013 to 10/2013

Recruited to develop and launch a small business lending program for community banks and credit unions and boost sales of Vantiv card services. (Utilized tele sales) and strategic partnerships.

- Created a valid opportunity to refinance the entire debt load of a large nonprofit organization and initiated a cooperative effort with a national crowdfunding organization. Left due to Organization Closure.

Account Executive, AmeriMerchant, High Springs, FL

06/2012 to 03/2013

Utilized effective consultative selling techniques and delivered engaging sales presentations to acquire new customers for a provider of alternative financing solutions for small businesses.

- Won a new business opportunity with one of Florida's top independent banks specializing in adapting merchant lending as an alternative for small retail businesses.

Strategic Accounts Manager, CountryPlace Mortgage, High Springs, FL

10/2009 to 07/2012

Managed an account portfolio consisting of community lenders with responsibility for driving annual revenue capture, new customer acquisition, and client retention for a provider of mobile home loans, modular and manufactured home financing. Division closed due to the mortgage industry melt-down.

- Acquired 28 new clients annually, representing \$36M in annualized loan origination and 35% of the company's total annual loan volume.
- Key account acquired included the fifth-largest Federal Housing Administration lender.

Account Executive, Taylor, Bean & Whitaker, Ocala, FL

10/2002 to 08/2009

Drove loan origination utilizing (tele-sales) for a former top-10 wholesale mortgage lending firm in the U.S. through the development of a national account program. TBW closed due to the industry meltdown.

- Earned top ten rankings out of 72 Account Executives for originating \$423M in annual loan volume, representing 20% of the company's total loan volume.

Education

Master of Business Administration
National University, San Diego, CA

Bachelor of Arts in Political Science
Loyola University, Baltimore, MD

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Charter Review Board

Board or Committee

Date January Year 2024

NAME JULIE A. TAPIA-RUANO

(Please Print)

First

M.

Last

ADDRESS 21428 NW 154TH PLACE

(Appointment may require City residency)

CITY HIGH SPRINGS, Florida, ZIP 32643

EMAIL: darjulie1776@windstream.net

TELEPHONE: HOME 352-562-4850

CELL _____

OCCUPATION secretary for Butler Plumbing

PLACE OF EMPLOYMENT Butler Plumbing of Gainesville 629 NW 161st terr Newberry FL 32669

EDUCATION UF 1990 BS in Telecommunication College of Journalism

How long a resident of High Springs area 30 years total, 16 current address, 14 just over the line-Peggy Rd.

Civic and professional accomplishments or honors Notary Pubic, commission until 2025.

Poll worker Alachua County Supervisor elections since 2020. Current level of Assistant Clerk.

Membership in organizations or societies (include participation in previous boards and committees) current Regent Gainesville Chapter National Society Daughters of the American Revolution

Current State Vice-Chair Memebership Area 3 of the same. Have also served as Chaplain and Vice -Regent.

2010-2011 SFHS Baseball Booster Board Member Concessions

What contributions do you feel you could make if you were selected to this Board? _____

I am an active church member, wife and mother. Married 34 years and have 5 successful children, 4 of them

are grown with one teen still home. I can bring a family-focused, High Springs positive perspective. I have always been

volunteer minded and know the importance of a well-informed public to support good governance.

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

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Charter Review

Board or Committee

Date February 7 Year 2024

NAME Ross Ambrose

(Please Print)

First

M.

Last

ADDRESS 23278 NW 183rd Avenue

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: Ross@RossAmbrose.com

TELEPHONE: HOME

CELL 352-359-4256

OCCUPATION Business Owner

PLACE OF EMPLOYMENT AAA Event Services, LLC dba Porta Serve

EDUCATION Bachelor of Arts from Kalamazoo College

How long a resident of High Springs area 22 Years

Civic and professional accomplishments or honors Business owner, volunteer with a number of local groups, President of the Portable Sanitation Association International, Recommended by county commission for Governor's appointment to The Children's Trust of Alachua County

Membership in organizations or societies (include participation in previous boards and committees) High Springs Parks & Recreation Advisory Board 18 years, Served on Historic Task Force appointed by City Commission, one term as City Commissioner, Board member of Main Street Organization 7 years, former Chamber member, Chair of High Springs CRA, Vice Chair of Alachua County TDC

What contributions do you feel you could make if you were selected to this Board? I've seen different commissions serve our city for over 20 years. I believe my perspective and understanding of our small town government would allow me to respectfully contribute to the discussions the Review Board will be having and help formulate ideas to present to the Commission for final consideration.

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

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

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to

Planning Board

asked also
for consideration
on charter
Review

Board or Committee
Date 1/13 Year ~~2022~~ 2024

NAME Hector E Tapanes
(Please Print) First M. Last

ADDRESS 19281 High Springs Main St.
(Appointment may require City residency)

CITY High Spring, Florida, ZIP 32643

EMAIL: northflglass@gmail.com
TELEPHONE: HOME CELL (386) 853-5008

OCCUPATION Glazier-Owner
PLACE OF EMPLOYMENT North Florida Glass/Triple C Glass
EDUCATION High School
How long a resident of High Springs area 20+ years

Civic and professional accomplishments or honors N/A

Membership in organizations or societies (include participation in previous boards and committees) None

What contributions do you feel you could make if you were selected to this Board?
With 30+ years of experience in the construction industry - I have been a 20+ year resident of High Springs and have a vested interest in its long term growth.

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

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

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Charter Review Committee

Board or Committee

Date Feb. 10 Year 2024

NAME Lynn R. Jamison
(Please Print) First M. Last

ADDRESS 25043 NW 209 Ave.
(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: ljam352@yahoo.com

TELEPHONE: HOME 386-454-4107 CELL 352-514-3087

OCCUPATION Director of Exceptional Student Education and Special Services - Retired

PLACE OF EMPLOYMENT Columbia County Schools

EDUCATION M.A. - School Administration; B.A. - Health Education and Specific Learning Disabilities

How long a resident of High Springs area 19 years. Teacher at Spring Hill Middle 2000-2006.

Civic and professional accomplishments or honors Committee to review and revise the CCR for River Run Plantation HOA - current. Member of PTA's while my children were in school and served as PTA President one year. Committee to Review and revise policies and procedures for the ESE Dept.

Membership in organizations or societies (include participation in previous boards and committees) State Committees: Access Standards Revision Committee; Committee to review and approve test questions for the Visually Impaired Certification Exam; Committee to review ESE practices at Paul R. Wharton High School in Tampa, FL.

What contributions do you feel you could make if you were selected to this Board? The City Charter is the "Constitution" of our City and should reflect the desires of the community as well as comply with the law and best practices of the city government. I have a deep seated love for our city and have experience working on committees where robust discussions and expression of different perspectives
Some of the boards and committees appointed by the City Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. According to the State of Florida, Commission on Ethics, persons appointed to this board/committee will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? YES ☒ NO ☐. If you have any questions about this law, please call City Hall at (386) 454-1416. is encouraged. I would be honored to serve as a member of this Committee if chosen.

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

CHARTER
CITY OF HIGH SPRINGS, FLORIDA

Adopted by the Electors of High Springs on November 6, 2001, by
Referendum held in accordance with Chapter 166, Florida Statutes, and
amended on November 6, 2007, November 3, 2009, November 2, 2010,
and November 8, 2011, by Referendums held in accordance
with Chapter 166, Florida Statutes.

HIGH SPRINGS CHARTER

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HIGH SPRINGS CHARTER

PREAMBLE

This municipal government exists to protect the governed, not the governing, and exists in order to provide the public with full and accurate information, to promote efficient administration management, to make government accountable to the people, and to ensure fair and equitable treatment to all persons. The orderly, efficient and fair operation of government requires the participation of individual citizens. Citizens are encouraged to exercise their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and individual citizens are encouraged to grant respect for the dignity of public office.

ARTICLE 1. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY, AND POWER

Section 1.01 Corporate Existence, Form of Government, Boundary and Charter.

The City of High Springs in Alachua County, Florida, which was created by the Florida Legislature, shall continue as a municipal corporation with a Commission-Manager form of government and with this document as the Charter for the City.

Section 1.02 Description of Corporate Boundary.

The Boundary of the City of High Springs shall be all incorporated lands depicted on the "City Of High Springs Future Land Use Map", Map 1-2, City of High Springs Comprehensive Plan 2000-2010, approved by the Florida Department of Community Affairs on January 9, 2001, together with all lands legally annexed by the City of High Springs subsequent to said date.

Section 1.03 General Powers of City.

The City shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or this Charter.

Section 1.04 Construction.

The powers of the City shall be construed liberally in favor of the City, limited only by the constitution, general and special law, and specific limitations in this Charter.

ARTICLE II. CITY COMMISSION

Section 2.01 Composition of City Commission.

There shall be a City Commission of Five (5) members, each elected at large by the electors of the City, and designated as follows:

Commissioner – Seat One	(presently filled by Commissioner Gestrin)
Commissioner – Seat Two	(presently filled by Commissioner Barnas)
Commissioner – Seat Three	(presently filled by Commissioner Weller)
Commissioner – Seat Four	(presently filled by Commissioner Davis)
Commissioner – Seat Five	(presently filled by Commissioner May)

Each elector shall be entitled to vote for each Commission Seat appearing on the ballot. Only qualified electors of the City shall be eligible to be members of the City Commission.

HIGH SPRINGS CHARTER

Section 2.02 Election and Terms.

The regular election of City Commissioners shall be held on the same date as the regular state and federal general election, or as otherwise permitted by state law, and shall be for a regular term of three (3) years. No election shall be required to be held if the number of vacancies to be filled at the election are equal to or greater than the number of duly qualified candidates for City Commission.

Section 2.03 Compensation of Commission.

The Mayor and Commissioners shall receive a reasonable monthly salary as determined annually by resolution of the City Commission.

Section 2.04 Mayor

(a) *Selection.* Each year, at the first meeting following certification of the election, or at the first meeting following the first Tuesday in November if there is no election for one or more vacant Commission seats, the City Commission shall elect from the sitting Commissioners a Mayor and Vice Mayor.

(b) *Duties.* The Mayor shall preside at meetings of the Commission and shall be recognized as head of the City government for service of process, ceremonial matters, and execution of contracts, deeds, and others documents. The Mayor shall have no administrative duties other than those necessary to accomplish these duties.

(c) *Absences.* The Vice Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy occurs or exists in the office of Mayor, the Vice Mayor shall become Mayor for the completion of the unexpired term of the former Mayor and shall also serve his regular term as Mayor. In the temporary absence of the Mayor and Vice Mayor the remaining Commissioners shall select a Mayor pro tempore. In the event that there is neither a Mayor nor a Vice Mayor sitting on the Commission, the Commission shall select a Mayor to serve in that capacity until the next election. A Mayor or Vice Mayor designate may refuse such office or once in office may resign from such office and remain on the commission as a member during his term.

Section 2.05 General Powers of City Commission.

All powers of the City shall be vested in the City Commission except those powers specifically given to the Charter Officers or specifically reserved by this Charter to the electors of the City.

Section 2.06 Commission-Employee Relationship.

Neither the City Commission nor any of its members shall in any manner dictate the appointment or removal of any City employee except the charter Officers nor shall the Commission or any of its members give orders to any employee other than Commission orders to a Charter Officer. The Commission or its members shall deal on all matters through the appropriate Charter Officer.

Section 2.07 Vacancies, Filling of Vacancies.

(a) *Vacancies.* The office of a commissioner shall become vacant in accordance with general law or if a Commissioner is absent from three (3) consecutive regular Commission meetings without being excused by the Commission prior to the fourth consecutive absence.

(b) *Filling of vacancies.* In the event more than six (6) months remain before the next annual election, there shall be a mandatory special election to fill the remainder of the term of the vacant Commission seat as provided for in this Charter and the laws of the State of Florida, which election shall be held not sooner than sixty (60) days, nor more than ninety (90) days following the occurrence of the

HIGH SPRINGS CHARTER

vacancy. In the event less than six (6) months remain before the next annual election, the remainder of the term of the vacant Commission seat shall be filled by an election held pursuant to Section 4.05(b). A Vacancy on the Commission may be filled temporarily by a majority vote of the remaining members of the Commission. Any person appointed by the Commission to fill a vacancy shall hold office until the next annual election in the City or until the special election referred to above. If at any time the membership of the Commission is reduced to less than a quorum, the remaining member or members may by majority vote appoint additional members in conformity with this section or shall call for a special election to be held within sixty (60) days from the date of the vacancy which reduced the Commission to less than a quorum. In the event that all seats on the Commission become vacant, the Governor shall appoint an interim Commission which shall serve until the next regular election.

Section 2.08 City Commission Meetings.

(a) *Time and place.* The Commission shall meet regularly at least once a month at such times and places as the Commission may prescribe by rule. Special meetings may be held at the call of the Mayor, or, in his absence, at the call of the Vice Mayor, or at the request of a majority of the Commission; and, whenever practicable, shall provide for not less than twelve (12) hours notice to each member and the public. The first meeting for each newly elected Commissioner for induction into office shall be held at the first regular Commission meeting following the final certification of election results which shall declare the candidate Commissioner-elect.

(b) *Quorum.* A majority of the Commission shall constitute a quorum. No action of the Commission, except as provided in Section 2.07 shall be valid unless adopted by the affirmative vote of at least three (3) members of the Commission.

(c) *Voting.* Voting on ordinances and resolutions may be by roll call and shall be recorded by the City Clerk in the journal.

(d) *Rules.* The Commission shall determine its own rules and order of business.

ARTICLE III. CHARTER OFFICERS

Section 3.01 Designation.

The City Manager, City Clerk, and City Attorney are designated Charter Officers. The office of the City Manager and the City Clerk may be combined in the same appointee.

Section 3.02 Appointment

The Charter Officers shall be appointed by the Commission and shall serve at the pleasure of the Commission subject to the provisions of Section 3.03 of this Article.

Section 3.03 Removal.

To remove a Charter Officer, the Commission shall adopt a preliminary resolution stating reasons for the intended removal and shall offer the Charter Officer an opportunity for a public hearing before the Commission on the matters raised by the resolution. This preliminary resolution may also suspend the Charter Officer from duty immediately with pay. The Charter Officer must accept the offer of a public hearing or file a written response within ten (10) days of the adoption of the preliminary resolution or the resolution becomes final at the expiration of this ten-day period and the Charter Officer is terminated on that date. If the public hearing is requested, it shall be held not earlier than twenty (20) days nor later than thirty (30) days after the adoption of the preliminary resolution. After any such public hearing, or after consideration of any written response, the Commission shall adopt a final resolution of removal or let the preliminary resolution lapse.

HIGH SPRINGS CHARTER

Section 3.04 City Manager-Powers and Duties.

The City Manager shall:

- (1) appoint, suspend, demote, or dismiss any City employee under his/her jurisdiction in accordance with law and the personnel rules, and may authorize any Department Head to exercise these powers with respect to subordinates in that department;
- (2) direct and supervise the administration of all departments of the City except the Offices of City Clerk and City Attorney;
- (3) attend all Commission meetings unless excused by the Commission and have the right to take part in discussion, but not vote;
- (4) ensure that all laws, Charter provisions, ordinances, resolutions, and other acts of the Commission subject to enforcement and/or administration by him/her or by officers or employees subject to his/her direction and supervision are faithfully executed;
- (5) prepare and submit the annual budget, budget message, and capital program;
- (6) keep the Commission fully advised of administrative activities relating to the City, as to the financial condition of the City, and of the future needs of the City, and make such recommendations to the Commission concerning the affairs of the City as he/she deems desirable;
- (7) prepare such other reports as the Commission may require concerning the operations of City Departments, offices, advisory boards and agencies;
- (8) execute contracts, deed and other conveyances, and other documents on behalf of the City as authorized by the Commission;
- (9) pursue the collection of all allowable fees and taxes and maximize financial revenues as necessary to sustain the City and the service levels set by the Commission; and
- (10) performs such other duties as are specified in this Charter or as may be required by the Commission.

The City Manager shall designate a qualified City employee to exercise the powers and perform the duties of City Manager during any temporary absence or disability of the City Manager. In the event of the failure of the City Manager to make such designation, or should the person so designated by the City Manager be unable to perform such duties or be unsatisfactory to the Commission, the Commission may revoke such designation at any time and appoint another employee of the City, other than a currently sitting Commissioner, to perform the duties of City Manager until he/she shall return, or until his/her disability shall cease.

Section 3.05 City Clerk-Powers and Duties

The City Clerk shall give notice of all City meetings to the Commissioners and the public as required by law and shall attend all such meetings in person or by designee and shall keep minutes of the proceedings. The City Clerk shall authenticate by signature and be custodian of this Charter, all ordinances, resolutions, and other City documents and shall perform such other duties as required by law or by the Commission. The City Clerk shall be the supervisor of elections for the City. The City Clerk when necessary shall appoint, suspend, demote, or dismiss any employee in the Office of the City Clerk in accordance with law and the personnel rules of the City. The City Clerk shall prepare annual budgets for the operations of the Office of the City Clerk and the City Commission and shall submit these budgets to the City Manager for inclusion in the annual City budget in accordance with uniform City procedures.

Section 3.06 City Attorney-Powers and Duties.

The City Attorney shall be a member of the Florida Bar and shall be the legal advisor to the City of High Springs. The City Attorney or his designee shall attend all City Council meetings and perform such professional duties as may be required of him by law or by the Commission. The City Attorney when necessary shall appoint, suspend, demote, or dismiss any employee in the Office of the City Attorney in accordance with law and the personnel rules of the City. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget in accordance with uniform City procedures.

HIGH SPRINGS CHARTER

ARTICLE IV. ELECTIONS

Section 4.01 Electors.

Any person who is a resident of the City, who has qualified as an elector of this State, and who registers in the manner prescribed by law shall be an elector of the City.

Section 4.02 Nonpartisan Elections.

All elections of the Office of City Commission shall be conducted on a nonpartisan basis without any designation of political party affiliation.

Section 4.03 Qualifying.

Candidates for the Office of City Commission shall qualify by filing a written notice of candidacy with the City Clerk at such time and in such manner as may be prescribed by ordinance. Each candidate shall designate which seat he or she is qualifying for at the time of qualification.

Section 4.04 Form of Ballots.

The City Commission shall prescribe the form of the ballot by ordinance including the method of listing candidates for City Commission election. A Charter or ordinance amendment to be voted on by the electors of the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice and shall be styled in such a manner that a "yes" vote will indicate approval of the proposal and a "no" vote will indicate rejection. Below the ballot title shall appear the following question: "Shall the above [Charter amendment] [ordinance] be adopted?" Immediately below such question shall appear in the following order, the words "Yes for Approval" and also the words "No for Rejection" with a sufficient blank space thereafter for the placing of the symbol "X" to indicate the voter's choice, if voting machines are not used.

Section 4.05 Schedule and Notice of Elections.

(a) *Regular.* The regular election of Commissioners shall be held on the same date as the regular state and federal general election, or as otherwise permitted by state law.

(b) *Regular unexpired term.* An election to fill an unexpired term shall be held at the same time as the regular annual election in accordance with paragraph (a) of this section.

(c) *Special.* Special municipal elections shall be held in the same manner as the regular annual election except that the City Commission, by ordinance, shall fix the time of holding such special elections.

(d) *Public notice.* All elections held pursuant to this Charter shall have at least thirty (30) days notice of election or referendum by publication in a local newspaper. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held.

Section 4.06 City Canvassing Board.

The City Canvassing Board shall be composed of the Charter Officers and the City Attorney shall act as Chairman. At the close of the polls of any City election, or as soon thereafter as practicable, the Board shall meet at a place and time designated by the Chairman and shall proceed to publicly canvass the absentee elector's ballots and then publicly canvass the vote as shown by the returns then on file in the Office of the Supervisor of City Elections. The Board shall prepare and sign a certificate containing the

HIGH SPRINGS CHARTER

total number of votes cast for each person or other measure voted on. The certificate shall be placed on file with the City Clerk.

Section 4.07 Recall.

Any member of the City Commission may be removed from office by the electors of the City following the procedures for recall established by general law.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Charter Amendments and Charter Review.

This Charter may be amended in accordance with the provisions for Charter Amendments as specified in the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, or its successor. The form, content, and certification of any petition to amend shall be established by ordinance.

In March 2016, and at least every eight (8) years thereafter, the Commission shall appoint a charter review board consisting of five (5) electors of the City holding no other office, appointment or employment in the government of the City of High Springs except on advisory bodies of the City. Such board shall review the Charter, and within ninety (90) days after such appointment, recommend to the Commission such alterations, revisions, and amendments, if any, to this Charter, as in its judgment are desirable. The City Commission shall review the recommended alterations, revisions and amendments, and shall submit such amendments as it deems appropriate to the electorate at the next general election or special election set by the Commission. The term of a member's appointment to the Charter review board shall expire ten (10) days after the recommended alterations, revisions, and amendments are submitted to the City Commission. The members appointed to said board shall serve without compensation.

Section 5.02 Oath of Officers.

After election or appointment and before taking office each Commissioner or Charter Officer of the City shall swear or affirm:

"I do solemnly swear (or affirm) that I will support, honor, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the City of High Springs; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter so help me God."

Section 5.03 Limitation on Employment of Commissioners.

No Commissioner shall be employed by the City nor shall a former Commissioner be employed by the City until after the expiration of one year from the time of leaving office. For the purposes of this Section, the restriction on employment shall apply to regular employees of the City, whether full or part-time, as well as contract employees, including independent contractors.

Section 5.04 Budget Adoption.

The Commission shall adopt an annual budget for the City by ordinance before October 1 of each year. An ordinance adopting an annual budget shall constitute appropriations of the amounts specified as expenditures from the funds indicated and shall constitute a levy of the property tax proposed.

HIGH SPRINGS CHARTER

Section 5.05 Limitation on Alienation of City-Owned Real Property.

(a) Except as provided in subsection (b), the following parks and public lands may not be sold, leased, traded, or given away by the City unless such sale, lease, trade, or gift is approved by a vote of the electors of the City of High Springs. The properties are as follows:

- (1) Howard Memorial Park
- (2) James Paul Park
- (3) Civic Center Park
- (4) Martin Luther King (Day Care Center)
- (5) Memorial Park

(b) The foregoing properties may be leased without a referendum only for a public or civic purpose which also serves a recreational, artistic, or cultural purpose, including incidental concessions.

Section 5.06 Citizens' Petition Initiative - Ordinances.

(a) Initiative. The electors of the City of High Springs shall have the right to initiate City ordinances in order to establish new ordinances and to amend or repeal existing ordinances upon petition by a number of electors qualified to vote equal to ten (10) percent of their total number in the City as a whole in the preceding general election.

(b) The sponsor of an initiative ordinance shall, prior to obtaining any signatures, submit the text of the proposed ordinance to the City Clerk, with the form on which signatures will be affixed, and shall obtain the approval of the City Clerk of such form. The style and requirements of such form shall be specified by ordinance. The beginning date of any petition drive shall commence upon the date of approval by the City Clerk of the form on which signatures will be affixed, and said drive shall terminate one hundred eighty (180) days after that date. In the event sufficient signatures are not acquired and submitted to the supervisor of elections during that one hundred eighty (180) day period, the petition initiative shall be rendered null and void and none of the signatures may be carried over onto another identical or similar petition. The sponsor shall submit signed and dated forms to the supervisor of elections and upon submission shall pay all fees as required by general law. The supervisor of elections shall within forty-five (45) days verify the signatures thereon.

(c) Within sixty (60) days after the requisite number of names have been verified by the supervisor of elections and reported to the City Commission, the City Commission shall notice and hold a public hearing on the proposed ordinance according to law and vote on it. If the City Commission fails to adopt the proposed ordinance, it shall, by resolution, call a referendum on the question of the adoption of the proposed ordinance to be held at the next general election occurring at least forty-five (45) days after the adoption of such resolution. If the question of the adoption of the proposed ordinance is approved by a majority of those registered electors voting on the question, the proposed ordinance shall be declared by resolution of the City Commission to be enacted and shall become effective on the date specified in the ordinance, or, if not so specified, on January 1 of the succeeding year. The City Commission shall not amend or repeal an ordinance adopted by initiative for a period of three (3) years after the effective date of such ordinance; except that during the second through third years, such an ordinance may be amended or repealed by the City Commission by an affirmative vote of at least four (4) of the five (5) City Commissioners.

(d) The right to initiate City ordinances shall not include ordinances establishing, amending or repealing the City budget, existing debt obligations, the comprehensive plan of the City, or the zoning or re-zoning of land.

HIGH SPRINGS CHARTER

ARTICLE VI. TRANSITION SCHEDULE

Section 6.01 Repeal of Former Charter Provisions.

All Charter provisions in effect prior to the effective date of this Charter are repealed, except those provisions that established the municipal corporation known as the City of High Springs.

Section 6.02 Ordinances Preserved.

All ordinances in force on the effective date of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Section 6.03 Continuation in Office.

Commissioners shall continue to hold their offices for the term to which they were elected or appointed and to discharge their duties until their successors are elected and take office.

Section 6.04 Pending Matters.

No rights, claims, actions, contracts, or legal or administrative proceedings existing on the effective date of this Charter and involving the City shall be affected by the adoption of this Charter, including the number of intoxicating beverage licenses which the City may be presently allowed by law.

Section 6.05 Effective Date.

This Charter, as amended, is effective on November 6, 2001.

New Business Item #3



Commission Agenda Item Request Form

MEETING DATE: FEBRUARY 22, 2024

SUBJECT: DISCUSS, CONSIDER AND ACT ON THE APPOINTMENT OF A MEMBER TO THE VACANT PLAN BOARD SEAT

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA N. STONE

RECOMMENDED ACTION: APPOINT MEMBER TO VACANT PLAN BOARD SEAT

Summary

AT THE JANUARY 16, 2024 PLAN BOARD MEETING A PLAN BOARD MEMBER DECIDED TO STEP DOWN FROM HIS POSITION ON THE PLAN BOARD. THE COMMISSION NEEDS TO APPOINT A MEMBER TO FINISH OUT THE TERM OF THIS MEMBER. THE PERSON APPOINTED TO THE POSITION WILL SERVE UNTIL THE END OF THE TERM, WHICH WILL BE NOVEMBER 2025.

ATTACHMENTS: APPLICATIONS

REVIEWED BY CITY MANAGER:

CITY OF HIGH SPRINGS
2023/2024 PLAN BOARD APPOINTMENT
PROPOSED

PLAN BOARD (3 YEAR TERM)

Members

Current

Expires

VACANT	2025
Rick Testa	2026
Bradley Riddle	2026
Tim Bolliger	2024
Robert Mark Bertocci	2024

APPLICATIONS RECEIVED:

- 1. Steve Tapanes**
- 2. Allen Kent Bates**
- 3. Ross Ambrose**
- 4. Eva Czarnecka-Verner**

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Planning Board

Board or Committee
Date 1/13 Year 2022 2024

NAME Hector E Tapanes
(Please Print) First M. Last

ADDRESS 19281 High Spring Main St.
(Appointment may require City residency)

CITY High Spring, Florida, ZIP 32643

EMAIL: northflglass@gmail.com
TELEPHONE: HOME CELL (386) 853-5008

OCCUPATION Glazier-Owner
PLACE OF EMPLOYMENT North Florida Glass/Triple C Glass

EDUCATION High School
How long a resident of High Springs area 20+ years

Civic and professional accomplishments or honors N/A

Membership in organizations or societies (include participation in previous boards and committees) None

What contributions do you feel you could make if you were selected to this Board?
With 30+ years of experience in the construction industry - I have been a 20+ year resident of High Springs and have a vested interest in its long-term growth.

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

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

**HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME**

Application for appointment to Planning Board

Board or Committee
Date Jan. 17 Year 2024

NAME Allen Kent Bates

(Please Print) First M. Last

ADDRESS 23194 NW 183rd. Lane

(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: allen.bates2020@gmail.com

TELEPHONE: HOME N/A CELL 352-514-5055

OCCUPATION Self Employed - Consultant

PLACE OF EMPLOYMENT High Springs, FL

EDUCATION MJC (Bradenton, FL) Numerous credits through various universities

How long a resident of High Springs area 5+ years

Civic and professional accomplishments or honors Court appointed Mediator for insurance disputes.
Certified by Florida Windstorm as an Appraiser and an Umpire. Certified Residential Contractor.
Florida Insurance Adjuster since 1992. Licensed in numerous other States.

Membership in organizations or societies (include participation in previous boards and committees) Member of City Of Alachua Planning Board for 7 years (4 as Chair)
Member of Sarasota County Planning Board from 1976 - 1980. Helped draft Future Land Use Plan that was adopted by the State of Florida in 1980.

What contributions do you feel you could make if you were selected to this Board? _____
YEARS of experience in this field. Able to resolve "issues" that may arise

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

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



ALLEN K. BATES

P.O. Box 494 - Alachua, FL 32616

allen.bates2020@gmail.com

352--514-5055

MAIL ONLY

WORK HISTORY:

(2015 – CURRENT)

GOLDEN GROUP CONSULTANTS, LLC – HIGH SPRINGS., FL

Co-Owner / Operator of Family Owned Insurance / Building Construction business.

(1998 - 2012)

GENESIS DESIGN & CONSTRUCTION, LLC – ALACHUA, FL

Residential General Contractor – Design/Build Company - Owner

EDUCATION:

1972

MANATEE COLLEGE – BRADENTON, FL

Building Construction

LICENSING / SKILLS:

- Xactimate – Version X1
- Independent Insurance Adjuster – **A015782**
FL, TX, OK, LA, MI, AR, NC, SC
- NFIP Certified (Formerly)
- FL Windstorm Certified Appraiser
- FL Windstorm Certified Umpire
- Certified Residential Contractor –
CRC057572 (Active)
- Registered General Contractor – Unlimited
Commercial License – **RG0014273** – Not
currently active.
- FL Certified Mold Assessor – License #:
MRSA4264 (Active).

INTERESTS / ASSOCIATIONS:

Tennis, Baseball, Golf

City Of Alachua, FL – Member of City Planning Commission (7 years), 4 years as Chairman.

Past Rotarian – Venice Florida

Former scout for the New York Yankees – (1985 – 1992) Venice / Sarasota, FL

Member of Major League Baseball Alumni Association.

Florida Windstorm Association

**HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME**

Application for appointment to Plan Board

Board or Committee

Date February 7 Year 2024

NAME Ross Ambrose

(Please Print)

First

M.

Last

ADDRESS 23278 NW 183rd Avenue

(Appointment may require City residency)

CITY High Springs

, Florida, ZIP 32643

EMAIL: Ross@RossAmbrose.com

TELEPHONE: HOME _____

CELL 352-359-4256

OCCUPATION Business Owner

PLACE OF EMPLOYMENT AAA Event Services, LLC dba Porta Serve

EDUCATION Bachelor of Arts from Kalamazoo College

How long a resident of High Springs area 22 Years

Civic and professional accomplishments or honors Business owner, received the Home Town Hero Award from Florida League of Cities twice, President of the Portable Sanitation Association International, Recommended by county commission for Governor's appointment to The Children's Trust of Alachua County

Membership in organizations or societies (include participation in previous boards and committees) High Springs Parks & Recreation Advisory Board 18 years, Served on Historic Task Force appointed by City Commission, one term as City Commissioner, Board member of Main Street Organization 7 years, former Chamber member, Chair of High Springs CRA, Vice Chair of Alachua County TDC

What contributions do you feel you could make if you were selected to this Board? _____

I believe my knowledge of the Comprehensive Plan and Land Development Regulations as well as my experience with Florida League of Cities fighting for Home Rule would allow me to contribute to the citizen advisory portion of the permitting process before making a recommendation to the Commission for final decision

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

EVA CZARNECKA-VERNER, Curriculum Vitae

Retired

Belvedere Professor of Biological Sciences

Research Scientist/Molecular Genetics

Retired from the University of Florida, Microbiology and Cell Science Department, Bldg. 981; P. O. Box 110700, 1355 Museum Drive, Gainesville, FL 32611-0700, Tel: 352-392-1177 lab, Fax: 352-392-5922

24322 NW 190th Ave, High Springs, FL 32643, USA

Tel: 386-454-7604, home; 352-214-7823 mobile

EDUCATIONAL BACKGROUND

-Ph. D., Molecular Biology, 1980, A. Mickiewicz University, Poznan; Poland

-MS degree, Biochemistry, 1976, A. Mickiewicz University, College of Biology, Poland

PROFESSIONAL WORK EXPERIENCE

-Belvedere Professor of Biological Sciences title awarded for life-long accomplishments in science by the President of Poland Lech Kaczynski; Poland, 2006; *independent of any university affiliation*

-Research Scientist, University of Florida, 2013-2019

-Research Associate Scientist, Graduate Faculty, University of Florida, 2008-2013

-Research Assistant Scientist, Graduate Faculty, University of Florida, 2003-2008

-Associate In Microbiology, Faculty, University of Florida, June 2003- Nov 2003

-Assistant In Microbiology, Faculty, University of Florida, 2000-2003

-Awarded graduate Faculty status at the Department of Plant Agriculture, Crop Science, University of Guelph, Canada

ADMINISTRATIVE PROFESSIONAL ACTIVITIES

APPOINTED/ELECTED POSITIONS- UNIVERSITY SERVICE & GOVERNANCE

- University of Florida General Education Program Assessment Subcommittee Chair, 2016-2017

-University of Florida Senate Nominating Committee member, 2012-2017

-University of Florida General Education Committee member, 2005-2009 & 2011-2019

-University of Florida Joint Presidential-Faculty Senate Committee on Sustainability member, 2004-2009

-University of Florida Joint Presidential-Faculty Senate Committee on Sustainability, Chair, 2006-2007

-University of Florida Infrastructure Council member, 2006-2007

-University of Florida Conservation Study Committee member, 2004-2005

-University of Florida Search Committee for the Director of the Sustainability Office member, 2005/ 2006

AWARDS/HONORS

-Nominated for the Fulbright Senior Specialist Award in Turkmenistan, 2013

-Fulbright Distinguished Chair Award, April 2011

-Fulbright Senior Specialist Award, May 2009

-Professor of Biological Sciences title awarded for life-long accomplishments in science by the President of Poland Lech Kaczynski; Poland, 2006

-Best Ph. D. Research and Dissertation Award from the Secretary of Research of the Polish Academy of Sciences on Protein Biosynthesis and Translational Mechanisms in Plants, 1980

**MANAGEMENT ACTIVITIES:
TEACHING, ADVISING & INSTRUCTIONAL ACCOMPLISHMENTS**

COURSES TAUGHT

Variety of courses taught from 1991 to 2014 at the University of Florida, Gainesville, FL

These were:

Molecular Genetics PCB 4522
Undergraduate Research MCB 4905
Facets of Sustainability IDS493- Organizer and coordinator of the course
Journal Colloquy PCB7922
Doctoral Research PCB 7980
Advanced Research PCB 7979
Transcriptional Regulation MCB 6456
Biology of Microorganisms MCB3020

Variety of courses taught from 2006 to 2016 at the three major Polish universities: a) The Adam Mickiewicz University in Poznan, Poland; b) The Life Science University in Poznan, Poland; and The Polish Academy of Sciences, IBB, Warsaw, Poland

These were:

Eukaryotic Molecular Genetics, AMU-PIE ERASMUS Program
Regulation of Transcription in Eukaryotes, Ph.D. level course, AMU
Molecular Genomics Workshop, AMU-PIE ERASMUS Program,
Eukaryotic Molecular Genetics, AMU-PIE ERASMUS Program, Biotechnology & Bioinformatics
Journal Colloquy on Gene Regulation, AMU-PIE ERASMUS Program
Eukaryotic Molecular Genetics, AMU-PIE
Eukaryotic Gene Regulation, AMU
Eukaryotic Molecular Genetics, Polish Academy of Sciences, IBB, Warsaw
Biochemistry of Nucleic Acids, AMU, Poland, and Undergraduate Research, AMU

MANAGED NUMEROUS UF HONORS PROGRAM STUDENTS IN INDEPENDENT RESEARCH PROJECTS FROM 1996 TO 2006

SUPERVISED NUMEROUS UF UNDERGRADUATE AND GRADUATE STUDENTS IN THESIS RESEARCH FROM 1985 TO 2007

SERVED AS GRADUATE ADVISOR

Ph.D. Dissertation:

1. Shai Lawit, 2003, *Protein-Protein Interaction Map of Arabidopsis thaliana General Transcription Factors A, B, D and F*.
2. Jeremy Friedberg, 2003, *An Investigation of an Alfalfa Heat Shock Transcription Factor and Heat Shock Response Under Heat Stress and Cold Stress*.
3. Helen Byczko, 2009, **MSc degree**, *Alfalfa Heat Shock Transcription Factors*.

DIRECTED NUMEROUS POSTDOCTORAL RESEARCHERS: AMERICAN AND FOREIGN, FROM 1986 TO 2004

NATIONAL & INTERNATIONAL PARTICIPATION

INTERNATIONAL INSTRUCTIONAL ACTIVITIES

Supervised training of numerous visiting Assistant Professors (Egypt), Graduate Lecturers (Egypt), Research Scientists (Germany), Postdoctoral Researchers (Poland and Germany), Graduate Students (Germany), and Internship Students (Poland) from 1996 to 2004

ORGANIZER OF THE NATIONAL/INTERNATIONAL CONFERENCES

-Sustainability Day on UF Campus mini-symposium, Gainesville, Florida, 2005

- Conference on *Molecular Biology of Plants Under Environmental Stress*, organized by the International Association for Plant Physiology, Poland, 1997
- Conference on *Translation of Natural and Synthetic Polynucleotides*, Poznan, Poland, 1977

SCIENTIFIC COLLABORATIONS WITH PROFESSORS FROM

- The Center for Biotechnology of The Goethe University in Frankfurt A/Mein, Germany; 1997
- The University of Guelph, Department of Plant Agriculture, Biotechnology Division, Ontario, Canada, 2000-2004
- The University of Guelph, Department of Plant Agriculture, Biotechnology Division, Ontario, Canada, 2002-2004
- The Polish Academy of Sciences, Poznan, Poland, 2005-2009
- The Molecular Biology and Biotechnology Institute of A. Mickiewicz University, Poznan, Poland, 2005-2011

INVITED SCIENTIFIC PRESENTATIONS

INTERNATIONAL SPEAKER

- Fulbright Conference Panelist, Warsaw, Poland, 2014
- Polish Academy of Sciences, Institute of Biochemistry and Biophysics, Warsaw, Poland; 2009
- Conference on *From Chemical Synthesis to Synthetic Biology*, Poznan, Poland; 2009
- Adam Mickiewicz University, Faculty of Biology, Poznan, Poland; 2004
- NATO Advanced Research Workshop on *Plant Tolerance to Abiotic Stresses in Agriculture*, Mragowo, Poland; 1999
- University of Guelph, Department of Plant Agriculture, Biotechnology Division, Ontario, Canada; 1999
- International Assoc. for Plant Physiology, Conference on *Molecular Biology of Plants Under Stress*, Poznan, Poland; 1997

NATIONAL SPEAKER

- Tampa University, Department of Biology, Tampa, Florida; 2008. *Sustainability, Global Warming and Heat Stress in Plants*
- Auburn University, Department of Biological Sciences, Auburn, Alabama; 2003. *Engineering of Sentinel Plants for TNT detection*
- Auburn University, Department of Biological Sciences, Auburn, Alabama; 2000. *Heat Shock Transcription Factors in Plants.*
- Gordon Research Conference on *Temperature Stress in Plants*, Ventura, California; 1999
- International Society for Plant Molecular Biology, Third International Congress on *Molecular Biology of Plant Growth and Development*, Tucson, Arizona; 1991

LOCAL SPEAKER

- University of Florida, *UF Quest* Conference, Group Leader, Gainesville, Florida; 2016
- University of Florida, Faculty Fulbright Workshop, Gainesville, Florida; 2012
- U.S. Department of Agriculture, Agricultural Research Service, Chemistry Research Unit, Center for Medical, Agricultural, and Veterinary Entomology, Gainesville, Florida; 2008; *A Strategy for Elimination of Human-Contaminated Produce from the Food Supply*
- University of Florida, Department of Plant Pathology, Gainesville, Florida; 2005
- University of Florida, Department of Horticultural Sciences, Gainesville, Florida; 2003
- University of Florida, Department of Microbiology and Cell Science, Gainesville, Florida; 1995
- University of Florida, Department of Botany, Gainesville, Florida; 1991

PROFESSIONAL AFFILIATIONS/MEMBERSIPS

JOURNAL REVIEWER:

- Plant Molecular Biology, Plant Physiology, Plant Journal, Plant Science, Plant Cell Reports

SERVICE ON EDITORIAL ADVISORY BOARD:

Served on the Scientific and Advisory Board for the International Conference on *Molecular Biology of Plants Under Environmental Stress* organized by the International Association for Plant Physiology, Poland, 1997

MEMBERSHIPS:

American Association for the Advancement of Science

GRANT PROPOSAL REVIEWS:

Reviewer of grant proposals for the United States Department of Agriculture USDA, the United States National Science Foundation NSF, the Polish Agency of Development and Advancement PARP, the Polish National Center of Research and Development NCBiR, and the Student Fulbright Awards CIES.

GRANTS

- Citrus Research and Development Foundation Inc. (FCPRAC) Grant, 2013; *Sensitive assay to monitor early events in the transfer of Liberibacterium from the psyllid to citrus*; \$120,000; Project coordinator
- Citrus Research and Development Foundation Inc. (FCPRAC) Grant, 2010-2012; *Engineering citrus for resistance to Liberibacter and other phloem pathogens*; \$112,895; Project coordinator
- US Department of Defense/FL Biodefense Res. Consortium (FBRC), USF, Center for Biological Defense Grant; 2008; *A Strategy for Elimination of Human Pathogen-Contaminated Raw Produce from the Food Supply*; \$193,125; Project coordinator
- US Department of Defense (DARPA) BIOS Program Grant; 2002-2006; *Sentinel Plants Utilizing Bacterial Two-Component Signaling Pathways*; \$1,088,467; Member of the Interdepartmental task force to develop sentinel plants that detect explosives, subproject coordinator, idea and research contributor
- UF IFAS International Travel Grant; 2005; *Develop international collaborations in the areas of scientific research and teaching*; \$800
- NASA Space Biotechnology and Commercial Applications Grant; 2002-2003; *Assessment of Total Genome Expression at Elevated Temperatures (Heat Shock)*; \$90,000; Project coordinator
- United States Department of Agriculture (NRICGP) Grant; 1999-2001; *Functional Analysis of Plant Heat Shock Transcription Factors*; \$200,000; Project coordinator
- United States Department of Agriculture (NRICGP) Grant; 1995-1999; *Functional Analysis of Plant Heat Shock Transcription Factors*; \$152,000; Project coordinator
- National Institutes of Health Grant; 1988-1993; *Transcriptional Regulation of Plant Heat Shock Gene*; \$508,100; Project coordinator, main participant, idea and research contributor
- Agrigenetics Research Associated Limited; 1983-1989; *Introduction and Expression of Soybean Heat Shock Genes in Tissue Culture*; \$490,614; Consultant, main participant, idea and research contributor

CONSULTANT to Agrigenetics Corporation/Lubrizol Genetics, Inc., from 1982 to 1989 on:

- Expression of soybean HSP gene promoter in sunflower crown gall tumors (*gene transfer*).
- Analysis of *cis*-regulatory elements of HSP gene promoter (*gene regulation*).
- Analysis of *trans*-acting factors interacting with HSP gene promoter (*gene regulation*).
- Transcript mapping of *B. thuringiensis* (Bt) toxin mRNA expressed in sunflower tumors (*gene transfer*).

PATENTS

-Plant Heat Shock Genes

Inventors: Joe L. Key, Ronald T. Nagao, Fritz Schoffl, Eva Czarnecka, William B. Gurley

Sponsors: Agrigenetics Research Corporation, The University of Georgia and The University of Florida, Issued: September 5, 1995; USA Pat. No. 5,447,858

-Plant Universal Stress – Inducible Regulatory Element

Inventors: William B. Gurley, Eva Czarnecka, Louis A. Mosquera

Sponsors: Lubrizol Genetics, Inc., University of Florida, Issued: March 23, 1993; USA Pat. No. 5,196,329

PUBLICATION & ABSTRACT LIST (DETAILED LIST MAY BE PROVIDED UPON REQUEST)

MORE THAN 100 PUBLICATIONS IN REFEREED JOURNALS, BOOKS, AND ABSTRACTS & PROCEEDINGS FROM 1976 TO 2017

SELF-IMPROVEMENT COURSES & TRAINING

- 6th CALS Teaching Enhancement Symposium, 2005
- UF IFAS Grantsmanship Training Program, 2005
- UF IFAS Grantsmanship Training Program, 2006
- 7th CALS Teaching Enhancement Symposium, 2006
- UF Sustainability Workshop, 2009
- UF IFAS Grantsmanship Training Program, 2009

HIGH SPRINGS COMMUNITY SERVICE (PARTIAL LIST)

- Member of the High Springs New Century Woman's Club, 2022-present
- Member of the High Springs New Century Woman's Club Civic Engagement Subcommittee, 2022-present
- Various forms of community service including fundraising, such as participating in spaghetti dinners, Grimy Gulch meals fundraising, Veteran's Day celebrations of the World Wars veterans that are housed at the High Springs cemetery, and those at the Mayflower residence, fundraising for and celebrating the High Springs firefighters and the members of High Springs Police Department through the Appreciation Day activities, among others
- Volunteer in the High Springs New Century Woman's Club fundraising through garage sales and donation of items
- Participant in the High Springs New Century Woman's Club Garden Club garage sales fundraising and donation of items
- Participant in the High Springs New Century Woman's Club Environmental Committee fundraising for the Monkey Sanctuary charity to save capuchin monkeys
- Volunteer visitor to senior members in assisted living facilities
- Volunteer helper to seniors in need of applying for financial support to the local government institutions

FURTHER INFORMATION SECTION

- Media and News: Articles describing my scientific and academic activities
<http://news.ufl.edu/2006/10/03/uf-researcher-given-prestigious-professorship-from-poland/>
<http://international.ifas.ufl.edu/FOCUSWEB/focusaug06010.htm>
Small Investment Yields Big Impact
<http://international.ifas.ufl.edu/focusweb/focusnov04006.htm>
Czarnecka-Verner seeks broad exchange with Polish university
- Authored: *Sustainability must be an academic priority*, Alligator, Inside UF, UF Voices, April 17, 2007, p. 14
<http://news.ufl.edu/wp-content/insideuf/20070417.pdf>

LANGUAGE PROFICIENCY: Native in English and Polish; Proficient in French, Communicative in Portuguese, Italian, and A1 in Japanese and Russian

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to PLANING BOARD

Board or Committee
Date JAN 17 Year 2024

NAME EVA CHARNEKA-VERNEK
(Please Print) First M. Last

ADDRESS 24322 NW 190TH AVENUE

(Appointment may require City residency)

CITY HIGH SPRINGS, Florida, ZIP 32643

EMAIL: evachar2008@gmail.com

TELEPHONE: HOME (386) 454-7804 CELL (352) 214-7823

OCCUPATION RETIRED SCIENTIST & EDUCATOR / PROFESSOR

PLACE OF EMPLOYMENT RETIRED FROM THE UNIVERSITY OF FLA

EDUCATION BELVEDERE PROFESSOR / PHD / MOLECULAR GENETICS

How long a resident of High Springs area 31 YEARS

Civic and professional accomplishments or honors BELVEDERE PROFESSOR TITLE
FROM THE PRESIDENT OF POWAND FOR LIFE-LONG ACCOMPLISHMENTS
IN SCIENCE IN THE AREAS OF: GENE REGULATION; TRANSCRIPTION FACTORS;
GENE TRANSFER; ENGINEERING SENTINELS FOR EXPLOSIVES DETECTION; CITRUS
GREENING DISEASE COMMON IN FLORIDA
Membership in organizations or societies (include participation in previous boards and
committees) AT THE UNIVERSITY OF FLORIDA - CHAIR OF THE SUSTAINABILITY
COMMITTEE; MEMBER OF THE SUSTAINABILITY COMMITTEE; CONSERVATION
COMMITTEE; GENERAL EDUCATION COMMITTEE FOR MANY YEARS; SENATE
NOMINATING COMMITTEE; HIGH SPRINGS WOMEN CLUB MEMBER & CIVIC COMMITTEE
What contributions do you feel you could make if you were selected to this Board? MEMBER
HAVING LIVED IN HIGH SPRINGS FOR MORE THAN 30 YEARS, I AM AWARE OF THE NEEDS OF THE
COMMUNITY AND THE TYPES OF DEVELOPMENTS THAT MAY ADD QUALITY TO OUR LOVELY HISTORIC CITY.
I WOULD PROVIDE MY VAST EXPERIENCE, KNOWLEDGE AND UNDERSTANDING OF
APPLICATIONS TO BETTER THE LIVES OF OUR COMMUNITIES AND HELP LEAD HIGH SPRINGS INTO THE
PROSPEROUS FUTURE.

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

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

New Business Item #4



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: 2-22-2024

SUBJECT: 11 Sewer Lift Station Pumps total

AGENDA SECTION: New Business

DEPARTMENT: Public Works

PREPARED BY: Thomas Henry 

RECOMMENDED ACTION: Approve purchasing 9 new pumps

Summary

City lift stations are designed to operate with two grinder pumps. Per our inspection we found that there is only one grinder pump working at each lift station. Staff has asked pass administration for replacements to no avail. This could be a BIG FDEP FINE.

The city recently had two lift stations go down and we had to rent a bypass pump for one month until the new grinder pump came in. Renting a bypass pump costs \$3,000 per month. Grinders average 2-4 weeks for delivery. Each grinder pump costs \$21,000. If the City has raw sewer overflow, we must report it to the FDEP and there will be fines plus clean up cost.

Funding Source: _____ **Total Cost: \$189,000.**

ATTACHMENT: Quote and sole source letter

REVIEWED BY CITY MANAGER: _____



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT



250 Springview commerce drive
Debarry Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 850-830-0117
Fax:

TO: C/O High Springs

FROM: Rex Smith

ATTN: Jason

EMAIL: rex@hydraservice.net

DATE: November 17, 2023

PHONE

QUOTE: 231117-3RS

FAX:

REF: XFP101G CB1.3 - PE230/2

EMAIL:

ENG FIRM

- 1 Sulzer Model XFP 101G- CB1.3 -PE230/2 submersible pump, with 4" discharge 30.8 HP, 460 volt, 60 Hertz, 3~ phase, with 49' power cords 35.13 Max amp draw
- 1 Flygt adaptor Bracket - 62665304
- 1 CA462 - Seal Relay

Pump and parts are in stock

Freight is included in this quote

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **\$20,998.70** PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY: 2 to 3 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____

Review Date: 11/17/23

NAME OF PURCHASER _____

Rex Smith
REVIEWED BY HYDRA SERVICE PUMP REP.

SULZER

Sulzer Pumps Solutions Inc.
108 Leigus Road
Suite 1180
Wallingford, CT 06492
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

16 November 2023

To: City of High Springs,

The purpose of this letter is to confirm that Hydra Service Inc., located in DeBary, Florida, is the sole Distributor contracted for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally, we utilize a network of independent distributors/service centers to serve the Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Hydra Service staff is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Tim Laskowski

Tim Laskowski
Regional Sales Manager
Sulzer Pump Solutions
(972) 654 – 0553
Timothy.laskowski@sulzer.com

New Business Item #5



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: 2-22-2024

SUBJECT: Sewer Bypas Pump

AGENDA SECTION: New Business

DEPARTMENT: Public Works

PREPARED BY: Thomas Henry 

RECOMMENDED ACTION: Approve Purchase

Summary

Other City's in the sewer business have at least one bypass pump. The only neighboring city that has the size we need is the City of Lake City. We have already had to use theirs twice due to no rentals being available in an emergency situation. High Springs sewer department really needs this equipment. We can use this bypass pump for other jobs, such as flooding issues.

If the city were to have an emergency where we needed to rent a bypass pump it would cost us a rate of \$3,000 per month. They only rent by the month with no weekly or daily options, so this would be the minimum we would spend.

Funding Source: _____ **Total cost:** \$47,185.

ATTACHMENT: see government contract pricing.

REVIEWED BY CITY MANAGER: _____



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview commerce drive
Debarry Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 850-630-0117
Fax:

TO: C/O High Springs, FL

FROM: Rex Smith

ATTN: Jason

EMAIL: raj@hydraservice.net

DATE: November 17, 2023

PHONE

QUOTE: 231117-1RS

FAX:

REF: 4" Atlas copco CRITICAL SILENT

EMAIL:

ENG FIRM

- 1 PAS 100 HFS critical silent FT4 YD bypass / dewatering pump P/N 8972824011 with 49hp Kohler Engine

This is Government contract pricing

This Quote is for pump ONLY.... Separate quote will follow for hoses and accessories

Freight is included in this quote

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **\$47,185.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS "HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY: 8 to 10 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____

Review Date: 11/17/23

Rex Smith

NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.

bypass pump attachments



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview commerce drive
Debarry Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 850-630-0117
Fax:

TO: C/O High Springs, FL

FROM: Rex Smith

ATTN: Jason

EMAIL: rex@hydraservice.net

DATE: November 17, 2023

PHONE:

QUOTE: 231117-2RS

FAX:

REF: 4" Atlas copco Hoses & Accessories

EMAIL:

ENG FIRM

- 2 set of adaptors for camlock 4" suction and 4" discharge - 1280019997
- 1 40' float set
- 1 4" X 20' suction hoses with camlock fittings
- 1 4" X 50' Discharge hoses with camlock fittings
- 1 1280930691 - 4" Bolt / Gasket Kit

Freight is included in this quote

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **\$2,588.00** PLUS ANY FEDERAL,
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY: **8 to 10** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
**NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.**

ACCEPTED DATE _____

Review Date: 11/17/23

Rex Smith

NAME OF PURCHASER _____

REVIEWED BY HYDRA SERVICE PUMP REP. _____

New Business Item #6



Commission Agenda Item Request Form

MEETING DATE: FEBRUARY 22, 2024

SUBJECT: DISCUSS, CONSIDER AND ACT ON DESIGNATING AN INTERIM CITY MANAGER

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: CITY CLERK

PREPARED BY: ANGELA N. STONE

RECOMMENDED ACTION: APPOINT AN INTERMIM CITY MANAGER

Summary

WITH CITY MANAGER STATHATOS LAST DAY BEING FEBRUARY 29, 2024. THE CITY CHARTER STATES THAT THE APPOINTMENT OF CHARTER OFFICERS ARE APPOINTED BY THE COMMISSION. THE COMMISSION WILL NEED TO DESIGNATE/APPOINT AN INTERIM CITY MANAGER(S) WHILE WE CONTINUE THE HIRING PROCESS FOR A NEW CITY MANAGER AND CAN BRING THEM ON BOARD.

ATTACHMENTS: CHARTER

REVIEWED BY CITY MANAGER:

CHARTER
CITY OF HIGH SPRINGS, FLORIDA

Adopted by the Electors of High Springs on November 6, 2001, by
Referendum held in accordance with Chapter 166, Florida Statutes, and
amended on November 6, 2007, November 3, 2009, November 2, 2010,
and November 8, 2011, by Referendums held in accordance
with Chapter 166, Florida Statutes.

HIGH SPRINGS CHARTER

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Art. II.	City Commission. § 2.01 Composition of City Commission. § 2.02 Election and Terms § 2.03 Compensation of Commission. § 2.04 Mayor. § 2.05 General Powers of City Commission. § 2.06 Commission-Employee Relationship. § 2.07 Vacancies, Filling of Vacancies. § 2.08 City Commission Meetings.
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HIGH SPRINGS CHARTER

PREAMBLE

This municipal government exists to protect the governed, not the governing, and exists in order to provide the public with full and accurate information, to promote efficient administration management, to make government accountable to the people, and to ensure fair and equitable treatment to all persons. The orderly, efficient and fair operation of government requires the participation of individual citizens. Citizens are encouraged to exercise their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and individual citizens are encouraged to grant respect for the dignity of public office.

ARTICLE 1. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY, AND POWER

Section 1.01 Corporate Existence, Form of Government, Boundary and Charter.

The City of High Springs in Alachua County, Florida, which was created by the Florida Legislature, shall continue as a municipal corporation with a Commission-Manager form of government and with this document as the Charter for the City.

Section 1.02 Description of Corporate Boundary.

The Boundary of the City of High Springs shall be all incorporated lands depicted on the "City Of High Springs Future Land Use Map", Map 1-2, City of High Springs Comprehensive Plan 2000-2010, approved by the Florida Department of Community Affairs on January 9, 2001, together with all lands legally annexed by the City of High Springs subsequent to said date.

Section 1.03 General Powers of City.

The City shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or this Charter.

Section 1.04 Construction.

The powers of the City shall be construed liberally in favor of the City, limited only by the constitution, general and special law, and specific limitations in this Charter.

ARTICLE II. CITY COMMISSION

Section 2.01 Composition of City Commission.

There shall be a City Commission of Five (5) members, each elected at large by the electors of the City, and designated as follows:

Commissioner – Seat One	(presently filled by Commissioner Gestrin)
Commissioner – Seat Two	(presently filled by Commissioner Barnas)
Commissioner – Seat Three	(presently filled by Commissioner Weller)
Commissioner – Seat Four	(presently filled by Commissioner Davis)
Commissioner – Seat Five	(presently filled by Commissioner May)

Each elector shall be entitled to vote for each Commission Seat appearing on the ballot. Only qualified electors of the City shall be eligible to be members of the City Commission.

HIGH SPRINGS CHARTER

Section 2.02 Election and Terms.

The regular election of City Commissioners shall be held on the same date as the regular state and federal general election, or as otherwise permitted by state law, and shall be for a regular term of three (3) years. No election shall be required to be held if the number of vacancies to be filled at the election are equal to or greater than the number of duly qualified candidates for City Commission.

Section 2.03 Compensation of Commission.

The Mayor and Commissioners shall receive a reasonable monthly salary as determined annually by resolution of the City Commission.

Section 2.04 Mayor

(a) *Selection.* Each year, at the first meeting following certification of the election, or at the first meeting following the first Tuesday in November if there is no election for one or more vacant Commission seats, the City Commission shall elect from the sitting Commissioners a Mayor and Vice Mayor.

(b) *Duties.* The Mayor shall preside at meetings of the Commission and shall be recognized as head of the City government for service of process, ceremonial matters, and execution of contracts, deeds, and others documents. The Mayor shall have no administrative duties other than those necessary to accomplish these duties.

(c) *Absences.* The Vice Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy occurs or exists in the office of Mayor, the Vice Mayor shall become Mayor for the completion of the unexpired term of the former Mayor and shall also serve his regular term as Mayor. In the temporary absence of the Mayor and Vice Mayor the remaining Commissioners shall select a Mayor pro tempore. In the event that there is neither a Mayor nor a Vice Mayor sitting on the Commission, the Commission shall select a Mayor to serve in that capacity until the next election. A Mayor or Vice Mayor designate may refuse such office or once in office may resign from such office and remain on the commission as a member during his term.

Section 2.05 General Powers of City Commission.

All powers of the City shall be vested in the City Commission except those powers specifically given to the Charter Officers or specifically reserved by this Charter to the electors of the City.

Section 2.06 Commission-Employee Relationship.

Neither the City Commission nor any of its members shall in any manner dictate the appointment or removal of any City employee except the charter Officers nor shall the Commission or any of its members give orders to any employee other than Commission orders to a Charter Officer. The Commission or its members shall deal on all matters through the appropriate Charter Officer.

Section 2.07 Vacancies, Filling of Vacancies.

(a) *Vacancies.* The office of a commissioner shall become vacant in accordance with general law or if a Commissioner is absent from three (3) consecutive regular Commission meetings without being excused by the Commission prior to the fourth consecutive absence.

(b) *Filling of vacancies.* In the event more than six (6) months remain before the next annual election, there shall be a mandatory special election to fill the remainder of the term of the vacant Commission seat as provided for in this Charter and the laws of the State of Florida, which election shall be held not sooner than sixty (60) days, nor more than ninety (90) days following the occurrence of the

HIGH SPRINGS CHARTER

vacancy. In the event less than six (6) months remain before the next annual election, the remainder of the term of the vacant Commission seat shall be filled by an election held pursuant to Section 4.05(b). A Vacancy on the Commission may be filled temporarily by a majority vote of the remaining members of the Commission. Any person appointed by the Commission to fill a vacancy shall hold office until the next annual election in the City or until the special election referred to above. If at any time the membership of the Commission is reduced to less than a quorum, the remaining member or members may by majority vote appoint additional members in conformity with this section or shall call for a special election to be held within sixty (60) days from the date of the vacancy which reduced the Commission to less than a quorum. In the event that all seats on the Commission become vacant, the Governor shall appoint an interim Commission which shall serve until the next regular election.

Section 2.08 City Commission Meetings.

(a) *Time and place.* The Commission shall meet regularly at least once a month at such times and places as the Commission may prescribe by rule. Special meetings may be held at the call of the Mayor, or, in his absence, at the call of the Vice Mayor, or at the request of a majority of the Commission; and, whenever practicable, shall provide for not less than twelve (12) hours notice to each member and the public. The first meeting for each newly elected Commissioner for induction into office shall be held at the first regular Commission meeting following the final certification of election results which shall declare the candidate Commissioner-elect.

(b) *Quorum.* A majority of the Commission shall constitute a quorum. No action of the Commission, except as provided in Section 2.07 shall be valid unless adopted by the affirmative vote of at least three (3) members of the Commission.

(c) *Voting.* Voting on ordinances and resolutions may be by roll call and shall be recorded by the City Clerk in the journal.

(d) *Rules.* The Commission shall determine its own rules and order of business.

ARTICLE III. CHARTER OFFICERS

Section 3.01 Designation.

The City Manager, City Clerk, and City Attorney are designated Charter Officers. The office of the City Manager and the City Clerk may be combined in the same appointee.

Section 3.02 Appointment

The Charter Officers shall be appointed by the Commission and shall serve at the pleasure of the Commission subject to the provisions of Section 3.03 of this Article.

Section 3.03 Removal.

To remove a Charter Officer, the Commission shall adopt a preliminary resolution stating reasons for the intended removal and shall offer the Charter Officer an opportunity for a public hearing before the Commission on the matters raised by the resolution. This preliminary resolution may also suspend the Charter Officer from duty immediately with pay. The Charter Officer must accept the offer of a public hearing or file a written response within ten (10) days of the adoption of the preliminary resolution or the resolution becomes final at the expiration of this ten-day period and the Charter Officer is terminated on that date. If the public hearing is requested, it shall be held not earlier than twenty (20) days nor later than thirty (30) days after the adoption of the preliminary resolution. After any such public hearing, or after consideration of any written response, the Commission shall adopt a final resolution of removal or let the preliminary resolution lapse.

HIGH SPRINGS CHARTER

Section 3.04 City Manager-Powers and Duties.

The City Manager shall:

- (1) appoint, suspend, demote, or dismiss any City employee under his/her jurisdiction in accordance with law and the personnel rules, and may authorize any Department Head to exercise these powers with respect to subordinates in that department;
- (2) direct and supervise the administration of all departments of the City except the Offices of City Clerk and City Attorney;
- (3) attend all Commission meetings unless excused by the Commission and have the right to take part in discussion, but not vote;
- (4) ensure that all laws, Charter provisions, ordinances, resolutions, and other acts of the Commission subject to enforcement and/or administration by him/her or by officers or employees subject to his/her direction and supervision are faithfully executed;
- (5) prepare and submit the annual budget, budget message, and capital program;
- (6) keep the Commission fully advised of administrative activities relating to the City, as to the financial condition of the City, and of the future needs of the City, and make such recommendations to the Commission concerning the affairs of the City as he/she deems desirable;
- (7) prepare such other reports as the Commission may require concerning the operations of City Departments, offices, advisory boards and agencies;
- (8) execute contracts, deed and other conveyances, and other documents on behalf of the City as authorized by the Commission;
- (9) pursue the collection of all allowable fees and taxes and maximize financial revenues as necessary to sustain the City and the service levels set by the Commission; and
- (10) performs such other duties as are specified in this Charter or as may be required by the Commission.

The City Manager shall designate a qualified City employee to exercise the powers and perform the duties of City Manager during any temporary absence or disability of the City Manager. In the event of the failure of the City Manager to make such designation, or should the person so designated by the City Manager be unable to perform such duties or be unsatisfactory to the Commission, the Commission may revoke such designation at any time and appoint another employee of the City, other than a currently sitting Commissioner, to perform the duties of City Manager until he/she shall return, or until his/her disability shall cease.

Section 3.05 City Clerk-Powers and Duties

The City Clerk shall give notice of all City meetings to the Commissioners and the public as required by law and shall attend all such meetings in person or by designee and shall keep minutes of the proceedings. The City Clerk shall authenticate by signature and be custodian of this Charter, all ordinances, resolutions, and other City documents and shall perform such other duties as required by law or by the Commission. The City Clerk shall be the supervisor of elections for the City. The City Clerk when necessary shall appoint, suspend, demote, or dismiss any employee in the Office of the City Clerk in accordance with law and the personnel rules of the City. The City Clerk shall prepare annual budgets for the operations of the Office of the City Clerk and the City Commission and shall submit these budgets to the City Manager for inclusion in the annual City budget in accordance with uniform City procedures.

Section 3.06 City Attorney-Powers and Duties.

The City Attorney shall be a member of the Florida Bar and shall be the legal advisor to the City of High Springs. The City Attorney or his designee shall attend all City Council meetings and perform such professional duties as may be required of him by law or by the Commission. The City Attorney when necessary shall appoint, suspend, demote, or dismiss any employee in the Office of the City Attorney in accordance with law and the personnel rules of the City. The City Attorney shall prepare an annual budget for the operation of the Office of the City Attorney and shall submit this budget to the City Manager for inclusion in the annual City budget in accordance with uniform City procedures.

HIGH SPRINGS CHARTER

ARTICLE IV. ELECTIONS

Section 4.01 Electors.

Any person who is a resident of the City, who has qualified as an elector of this State, and who registers in the manner prescribed by law shall be an elector of the City.

Section 4.02 Nonpartisan Elections.

All elections of the Office of City Commission shall be conducted on a nonpartisan basis without any designation of political party affiliation.

Section 4.03 Qualifying.

Candidates for the Office of City Commission shall qualify by filing a written notice of candidacy with the City Clerk at such time and in such manner as may be prescribed by ordinance. Each candidate shall designate which seat he or she is qualifying for at the time of qualification.

Section 4.04 Form of Ballots.

The City Commission shall prescribe the form of the ballot by ordinance including the method of listing candidates for City Commission election. A Charter or ordinance amendment to be voted on by the electors of the City shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice and shall be styled in such a manner that a "yes" vote will indicate approval of the proposal and a "no" vote will indicate rejection. Below the ballot title shall appear the following question: "Shall the above [Charter amendment] [ordinance] be adopted?" Immediately below such question shall appear in the following order, the words "Yes for Approval" and also the words "No for Rejection" with a sufficient blank space thereafter for the placing of the symbol "X" to indicate the voter's choice, if voting machines are not used.

Section 4.05 Schedule and Notice of Elections.

(a) *Regular.* The regular election of Commissioners shall be held on the same date as the regular state and federal general election, or as otherwise permitted by state law.

(b) *Regular unexpired term.* An election to fill an unexpired term shall be held at the same time as the regular annual election in accordance with paragraph (a) of this section.

(c) *Special.* Special municipal elections shall be held in the same manner as the regular annual election except that the City Commission, by ordinance, shall fix the time of holding such special elections.

(d) *Public notice.* All elections held pursuant to this Charter shall have at least thirty (30) days notice of election or referendum by publication in a local newspaper. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held.

Section 4.06 City Canvassing Board.

The City Canvassing Board shall be composed of the Charter Officers and the City Attorney shall act as Chairman. At the close of the polls of any City election, or as soon thereafter as practicable, the Board shall meet at a place and time designated by the Chairman and shall proceed to publicly canvass the absentee elector's ballots and then publicly canvass the vote as shown by the returns then on file in the Office of the Supervisor of City Elections. The Board shall prepare and sign a certificate containing the

HIGH SPRINGS CHARTER

total number of votes cast for each person or other measure voted on. The certificate shall be placed on file with the City Clerk.

Section 4.07 Recall.

Any member of the City Commission may be removed from office by the electors of the City following the procedures for recall established by general law.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Charter Amendments and Charter Review.

This Charter may be amended in accordance with the provisions for Charter Amendments as specified in the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes, or its successor. The form, content, and certification of any petition to amend shall be established by ordinance.

In March 2016, and at least every eight (8) years thereafter, the Commission shall appoint a charter review board consisting of five (5) electors of the City holding no other office, appointment or employment in the government of the City of High Springs except on advisory bodies of the City. Such board shall review the Charter, and within ninety (90) days after such appointment, recommend to the Commission such alterations, revisions, and amendments, if any, to this Charter, as in its judgment are desirable. The City Commission shall review the recommended alterations, revisions and amendments, and shall submit such amendments as it deems appropriate to the electorate at the next general election or special election set by the Commission. The term of a member's appointment to the Charter review board shall expire ten (10) days after the recommended alterations, revisions, and amendments are submitted to the City Commission. The members appointed to said board shall serve without compensation.

Section 5.02 Oath of Officers.

After election or appointment and before taking office each Commissioner or Charter Officer of the City shall swear or affirm:

"I do solemnly swear (or affirm) that I will support, honor, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the City of High Springs; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter so help me God."

Section 5.03 Limitation on Employment of Commissioners.

No Commissioner shall be employed by the City nor shall a former Commissioner be employed by the City until after the expiration of one year from the time of leaving office. For the purposes of this Section, the restriction on employment shall apply to regular employees of the City, whether full or part-time, as well as contract employees, including independent contractors.

Section 5.04 Budget Adoption.

The Commission shall adopt an annual budget for the City by ordinance before October 1 of each year. An ordinance adopting an annual budget shall constitute appropriations of the amounts specified as expenditures from the funds indicated and shall constitute a levy of the property tax proposed.

HIGH SPRINGS CHARTER

Section 5.05 Limitation on Alienation of City-Owned Real Property.

(a) Except as provided in subsection (b), the following parks and public lands may not be sold, leased, traded, or given away by the City unless such sale, lease, trade, or gift is approved by a vote of the electors of the City of High Springs. The properties are as follows:

- (1) Howard Memorial Park
- (2) James Paul Park
- (3) Civic Center Park
- (4) Martin Luther King (Day Care Center)
- (5) Memorial Park

(b) The foregoing properties may be leased without a referendum only for a public or civic purpose which also serves a recreational, artistic, or cultural purpose, including incidental concessions.

Section 5.06 Citizens' Petition Initiative - Ordinances.

(a) Initiative. The electors of the City of High Springs shall have the right to initiate City ordinances in order to establish new ordinances and to amend or repeal existing ordinances upon petition by a number of electors qualified to vote equal to ten (10) percent of their total number in the City as a whole in the preceding general election.

(b) The sponsor of an initiative ordinance shall, prior to obtaining any signatures, submit the text of the proposed ordinance to the City Clerk, with the form on which signatures will be affixed, and shall obtain the approval of the City Clerk of such form. The style and requirements of such form shall be specified by ordinance. The beginning date of any petition drive shall commence upon the date of approval by the City Clerk of the form on which signatures will be affixed, and said drive shall terminate one hundred eighty (180) days after that date. In the event sufficient signatures are not acquired and submitted to the supervisor of elections during that one hundred eighty (180) day period, the petition initiative shall be rendered null and void and none of the signatures may be carried over onto another identical or similar petition. The sponsor shall submit signed and dated forms to the supervisor of elections and upon submission shall pay all fees as required by general law. The supervisor of elections shall within forty-five (45) days verify the signatures thereon.

(c) Within sixty (60) days after the requisite number of names have been verified by the supervisor of elections and reported to the City Commission, the City Commission shall notice and hold a public hearing on the proposed ordinance according to law and vote on it. If the City Commission fails to adopt the proposed ordinance, it shall, by resolution, call a referendum on the question of the adoption of the proposed ordinance to be held at the next general election occurring at least forty-five (45) days after the adoption of such resolution. If the question of the adoption of the proposed ordinance is approved by a majority of those registered electors voting on the question, the proposed ordinance shall be declared by resolution of the City Commission to be enacted and shall become effective on the date specified in the ordinance, or, if not so specified, on January 1 of the succeeding year. The City Commission shall not amend or repeal an ordinance adopted by initiative for a period of three (3) years after the effective date of such ordinance; except that during the second through third years, such an ordinance may be amended or repealed by the City Commission by an affirmative vote of at least four (4) of the five (5) City Commissioners.

(d) The right to initiate City ordinances shall not include ordinances establishing, amending or repealing the City budget, existing debt obligations, the comprehensive plan of the City, or the zoning or re-zoning of land.

HIGH SPRINGS CHARTER

ARTICLE VI. TRANSITION SCHEDULE

Section 6.01 Repeal of Former Charter Provisions.

All Charter provisions in effect prior to the effective date of this Charter are repealed, except those provisions that established the municipal corporation known as the City of High Springs.

Section 6.02 Ordinances Preserved.

All ordinances in force on the effective date of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Section 6.03 Continuation in Office.

Commissioners shall continue to hold their offices for the term to which they were elected or appointed and to discharge their duties until their successors are elected and take office.

Section 6.04 Pending Matters.

No rights, claims, actions, contracts, or legal or administrative proceedings existing on the effective date of this Charter and involving the City shall be affected by the adoption of this Charter, including the number of intoxicating beverage licenses which the City may be presently allowed by law.

Section 6.05 Effective Date.

This Charter, as amended, is effective on November 6, 2001.

New Business Item #7



Commission Agenda Item Request Form

MEETING DATE: FEBRUARY 22, 2024

**SUBJECT: DISCUSS, CONSIDER AND ACT ON GRANT WG110-
WASTEWATER SERVICE TO 175/236 INTERCHANGE.**

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: COMMISSION

PREPARED BY: CITY CLERK

**RECOMMENDED ACTION: THE COMMISSION NEEDS TO ACCEPT OR
DENY THE GRANT FUNDING BY THE END OF MARCH**

Summary

GRANT WG-110 IS THE GRANT FOR THE WASTEWATER SERVICE (EXTENSION) TO THE 175/236 INTERCHANGE.

THE COMMISSION PREVIOUSLY DISCUSSED THE GRANT FUNDING FOR THIS PROJECT BUT NO OFFICIAL ACTION WAS TAKEN BY THE COMMISSION.

IF THE COMMISSION ACCEPTS THE GRANT THE AGREEMENT WOULD NEED TO BE SIGNED BEFORE THE END OF MARCH. ONCE THAT IS COMPLETE, THE CITY WOULD NEED TO MOVE FORWARD ON THE CREATION OF THE UTILITY DISTRICT WITH THE COUNTY.

IF THE COMMISSION DECIDES NOT TO ACCEPT THE GRANT OR THERE IS NO ACTION TAKEN BY THE END OF MARCH THE FUNDS WILL REVERT BACK TO THE STATE.

ATTACHMENTS: Email from City Manager on Grant, Grant Agreement, Agreement Initiation Form, Agreement Contact Information, SLFRF Reporting Requirements, Certification Regarding Debarment and Suspension, and Florida DEP FFATA.

REVIEWED BY CITY MANAGER: _____

Fw: Extension

Angela Stone <astone@highsprings.gov>

Thu 2/15/2024 10:08 AM

To: Jami Echeverri <jEcheverri@Highsprings.gov>



Angela Stone

City Clerk

phone: 386-454-1416

email: astone@highsprings.gov

23718 W US HWY 27

High Springs, FL 32643



Florida has a very broad public records law. Most written communication, including e-mail addresses, to or from the City regarding City business are public records available to the public and Media upon request. Your e-mail communication may be subject to public disclosure.

From: Ashley Stathatos <astathatos@highsprings.gov>

Sent: Wednesday, February 14, 2024 1:04 PM

To: Katherine Weitz <kWeitz@highsprings.gov>; Tristan Grunder <tgrunder@highsprings.gov>; Byran Williams <bwilliams@highsprings.gov>; Andrew Miller <amiller@highsprings.gov>

Cc: Angela Stone <astone@highsprings.gov>; Antoine Sheppard <asheppard@highsprings.gov>; Thomas Henry <thenry@highsprings.gov>; Ashley Mauldin <amauldin@highsprings.gov>; Scott Walker <scott@foldswalker.com>; Danielle Adams <danielle@foldswalker.com>

Subject: FW: Extension

Hello, Commission,

The Commission needs to decide if it is going to accept the grant for the WG110 - Wastewater Service to I75/CR236 Interchange. This is the grant to take wastewater to the interstate. If the Commission decides to accept the grant, the agreement needs to be signed by the end of March. If the Commission decides not to accept the grant or there is no action by the end of March, the funds revert back to the state. No official action was ever taken by the Commission on this matter. There was only discussion. If the Commission decides to accept the grant, after the agreement is signed, the City needs to move forward on the creation of the utility district with the County. Danielle was working on the utility district with the County.

Thank you,
Ashley



ASHLEY STATHATOS

City Manager

phone: 386-454-1416

email: astathatos@highsprings.us

23718 W US Hwy 27

High Springs, FL 32643



From: Jovanov, Milica <Milica.Jovanov@FloridaDEP.gov>

Sent: Wednesday, February 14, 2024 12:52 PM

To: Ashley Stathatos <astathatos@highsprings.gov>

Subject: RE: Extension

You don't often get email from milica.jovanov@floridadep.gov. [Learn why this is important](#)

Good afternoon, Ashley,

Thank you for sending the progress report for WG034. Yes, we did discuss an extension for the signature of agreement WG110 - Wastewater Service to I75/CR236 Interchange. This agreement needs to be signed and submitted to me by the end of March. I will forward you the email stating that as well.

Thank you,



Milica Jovanov

Environmental Specialist II

Florida Department of Environmental Protection

Division of Water Restoration Assistance

3900 Commonwealth Blvd.

Milica.Jovanov@FloridaDEP.gov

Office: (850)-245-2852

From: Ashley Mauldin <amauldin@highsprings.gov> On Behalf Of Ashley Stathatos

Sent: Wednesday, February 14, 2024 12:38 PM

To: Jovanov, Milica <Milica.Jovanov@FloridaDEP.gov>

Subject: Extension

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Good afternoon,

I am emailing you regarding the CR236 Septic Tank Phaseout (1105-33-1) Agreement No. WG034. You or your supervisor spoke with the City Manager Ashley Stathatos about an extension, and I am unable to find an email agreeing to the time frame. Can you please email me at your earliest convenience. I would really appreciate it.

Thank you,
Ashley

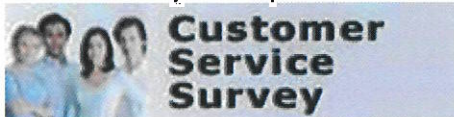


Ashley Mauldin
Executive Assistant
Phone: 386-454-1416 x 6234
Email: amauldin@highsprings.gov
23718 West US Highway 27
High Springs, FL 32643



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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Wastewater Service to I75/CR236 Interchange	Agreement Number: WG110
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of High Springs	Entity Type: Local Government
Grantee Address: 23718 W. U.S. HWY 27 High Springs, Florida 33643	FEID: 59-6000336 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: December 25, 2025
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Lat/Long: (29.8742, -82.5426)
Project Description: The Grantee will design and construct a central wastewater collection system service to serve the existing and future commercial and residential development from the Interchange to the City's transmission lines on CR236.	

5. Total Amount of Funding: \$ 2,484,600.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY 22-23, WPSPTF	\$ 2,484,600.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 2,484,600.00

6. Department's Grant Manager Name: Jack Deming <div style="text-align: right;">or successor</div> Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2944 Email: Jack.Deming@FloridaDEP.gov	Grantee's Grant Manager Name: Bruce Gillingham <div style="text-align: right;">or successor</div> Address: 23718 W. U.S. Hwy 27 High Springs, Florida 33643 Phone: 386-454-1416 Email: bgillingham@highsprings.gov
---	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125	
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:	\$2,484,600.00	
Federal Awarding Agency:	Department of the Treasury	
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of High Springs

GRANTEE

By

(Authorized Signature)

Date Signed

Ashley Stathatos, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Jack Deming, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG110**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wastewater Service to I75/CR236. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the agreement

11. Subcontracting.

The Grantee may subcontract work under this Agreement without prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Wastewater Service to I75/CR236

PROJECT LOCATION: The Project will be located in the City of High Springs within Alachua County; Lat/Long (29.8742, -82.5426).

PROJECT BACKGROUND: The area to be served by this project is in the Columbia Hornsby Treehouse Springs Priority Focus Area, which has been designated as having a high likelihood of land use activities to significantly influence water quality in the springs. This project will provide regional wastewater service for existing and future development in this project area rather than onsite wastewater systems. This project will be completed prior to expected increased development of the I-75/CR236 Interchange area and the 3 miles of CR236, eliminating the need to construct and then replace onsite systems to serve new development. With this project, environmental degradation of the groundwater and springs in this Springs Priority Focus Area can be avoided.

PROJECT DESCRIPTION: The City of High Springs (Grantee) will design and construct a central wastewater collection system service to serve existing and future commercial and residential development from the Interchange to its transmission lines on CR236. The project consists of design and construction of approximately 17,700 linear feet of force main from the I-75/CR 236 Interchange to the existing wastewater collection system plus approximately 200 linear feet of 8-inch force main and 12-inch casing for directional drilling at I-75; 150 linear feet of 8-inch force main and 150 linear feet of 6-inch force main with directional drilling at CR 236; and modification of a repump station. This project will serve a hotel at the I-75/CR 236 Interchange that is under renovation, plus up to 3 existing potential primary users and numerous future primary users at the Interchange, including an existing commercial package plant that is under FDEP Administrative Order because it is not meeting BMAP Total Nitrogen Requirements.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the central wastewater collection system service and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the central wastewater collection system service.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct central wastewater collection system service in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$226,200	07/01/2022	12/31/2023
2	Bidding and Contractor Selection	Contractual Services	\$8,500	07/01/2022	01/31/2024
3	Project Management	Contractual Services	\$97,900	07/01/2022	06/31/2025
4	Construction	Contractual Services	\$2,152,000	07/01/2022	06/31/2025
Total:			\$2,484,600		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection 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 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 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate 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 \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection 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 the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate 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 \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and 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 \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- 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, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$2,484,600.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

Attachment 8

Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

- appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	WG110
Project Title:	Wastewater Service to I75/CR236
Grantee Name:	City of High Springs
Grantee's Grant Manager:	Bruce Gillingham
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Design and Permitting

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Project Management

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Agreement Initiation Form

Agreement Info

Agreement Number:	
Project Title:	Wastewater Service to I75/CR236 Interchange
Grantee:	City of High Springs
Award Amount:	\$2,484,600.00
Funding Source:	Department of Environmental Protection

Project Info

Answer the questions below. Enter N/A for questions that do not apply to this project.

1) What is the estimated completion date for this project?	November - 2024
2) What type of project delivery method will be used for this project?	Design-Bid-Build
3) Is this project a continuation of a project for which there is already an agreement in place with DEP?	No
4) If yes, what is the DEP Agreement Number?	
5) Is this project expected to receive State Revolving Fund (SRF) funding?	No
6) Is the project geographically located within a DEP-approved Restoration Plan (i.e. Basin Management Action Plan or Reasonable Assurance Plan) area?	Yes
7) If yes, what is the name of the Restoration Plan?	Santa Fe2
<ul style="list-style-type: none">The following link can be used as an interactive map to identify the BMAP status for the project: https://floridadep.gov/dear/water-quality-restoration/content/impaired-waters-tmdls-and-basin-management-action-plans	
8) If the project is geographically located within a Restoration Plan area, will the project be identified with a project number on the Statewide Annual Report?	No
9) If yes, enter the Project Name and Unique ID from the Statewide Annual Report below.	
Project Number:	Unique ID:
<ul style="list-style-type: none">The following link is for the Statewide Annual Report: https://floridadep.gov/dear/water-quality-restoration/content/statewide-annual-report	

Project Location

Indicate the municipal area (e.g. city of ___, town of ___, etc.), county, project coordinates (i.e. decimal degrees), and if the work will be performed on State-owned land.

Municipal Area:	City of High Springs
County:	Alachua
Project Coordinates:	Lat/Long (29.87422, -82.54262)
Will work be performed on State-owned land?	No

Project Background

The project background can be a brief summary (i.e. 3-6 sentences) that provides relevant information on the history and/or scope of the project. Identify: 1) what the water related issue is; 2) why the water related issue is a problem; 3) how the Grantee will provide a solution to the problem (i.e. the project); and 4) what water-related benefits will result from the completion of the project.

The area to be served by this project is in the Columbia Hornsby Treehouse Springs Priority Focus Area, which has been designated as having a high likelihood of land use activities to significantly influence water quality in the springs. In addition, DEP has an OSTD remediation plan for this area. This project will provide regional wastewater service for existing and future development in this project area rather than onsite wastewater systems. This project will be completed prior to expected increased development of the I-75/CR236 Interchange area and the 3 miles of CR236, eliminating the need to construct and then replace onsite systems to serve new development. With this project, environmental degradation of the groundwater and springs in this Springs Priority Focus Area can be avoided.

Project Description

Provide a brief summary (i.e. 2-4 sentences) that only details the work that will be completed and reimbursed with the grant funding provided under this Agreement. Indicate if this funding will result in a completed project.

Wastewater treatment transmission to the High Springs WWTF will be provided for existing and future businesses at the I-75/CR236 Interchange and additional parcels, including a zoned future Planned Development, on the 3-mile section of CR236 from the Interchange to the City of High Springs. This project will provide for design and construction of a wastewater transmission line to serve the existing and future commercial and residential development from the Interchange to the City's transmission lines on CR236. This funding will result in a completed project.

Will the funding provided in this agreement result in a fully completed project?	Yes
--	-----

Project Benefits

Identify the estimated future benefits that will be provided by the completion of this project. The estimated benefits should reflect the entire project. Enter N/A for the benefits that do not apply to this project.

Total Nitrogen Reduction (lb/yr):	4,570
% Reduction Total Nitrogen (lb/yr):	
Total Phosphorus Reduction (lb/yr):	910
% Reduction Total Phosphorus (lb/yr):	
# of Potential Sewer Connections:	50
Septic Tanks Eliminated:	Approx. 40 potential
Septic Systems Upgraded/Enhanced:	0

Tasks

Indicate the tasks below that apply to this project and will have costs that will be reimbursed with the grant funding provided under this Agreement. For tasks that do not apply to this project and will not be reimbursed with grant funding, select "No" and leave the corresponding questions blank.

Design and Permitting	Include this task in the Grant Work Plan?
	Yes
<p>This task includes activities within the design phase that are necessary for the completion of the design. Design, permitting, and other preconstruction activities can be covered under this task.</p> <p><u>Examples:</u> design, permits, geotechnical or topographic surveys, hydro-analysis, water modeling, etc.</p>	
1) Provide a brief summary below of what will be designed under this task.	
<p>Wastewater transmission service to serve existing and future businesses at I-75/CR236 Interchange as well as parcels along the 3-mile section of CR236, including a zoned future Planned Unit Development, from the Interchange to the City's existing wastewater transmission line.</p>	
2) Will other preconstruction activities (i.e. not design/permitting) be included within this task?	Yes
3) If yes, provide a brief summary below of the other preconstruction activities.	
Wetlands and endangered species survey, topographic/utility survey, geotechnical evaluation and report	
4) Will the work under this task be completed by a contractor/consultant?	Yes
5) If no, provide a brief summary below of how the work will be completed.	

Bidding and Contractor Selection	Include this task in the Grant Work Plan?
	Yes
<p>This task includes activities within the bid phase of the project.</p> <p><u>Examples:</u> bidding services, public notices, pre-bid meetings, bid packages, etc.</p>	
1) Will the contractor(s) for this project be selected through a competitive bidding process?	Yes
2) If no, provide a brief summary below of how the contractor(s) will be selected.	
3) Will the work under this task be completed by a contractor/consultant?	Yes
4) If no, provide a brief summary below of how the work will be completed.	

Project Management	Include this task in the Grant Work Plan?
	Yes
<p>This task includes project management activities for this project.</p> <p><u>Examples:</u> field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, project coordination and supervision, etc.</p>	
1) Will the work under this task be completed by a consultant/contractor?	Yes
2) If no, provide a brief summary below of how the task will be completed.	

Construction	Include this task in the Grant Work Plan?			
	Yes			
<p>This task includes the construction or installation of water related infrastructure.</p> <p><u>Examples:</u> replacement and/or installation of piping, extensions to water systems, improvements and/or upgrades to water treatment facilities, construction of lift stations, etc.</p>				
1) Will materials or supplies for this task be directly purchased by the Grantee?	No			
2) If yes, what is the estimated cost of the materials or supplies?				
3) If yes, provide a brief summary below of the materials or supplies that will be purchased.				
4) Will a Florida Licensed Professional Engineer be able to certify the work?	Yes			
5) Will the work under this task be completed by a contractor/consultant?	Yes			
6) If no, provide a brief summary below of how the work will be completed.				

Land Acquisition	Include this task in the Grant Work Plan?			
	Yes			
<p>This task includes the purchase of land for acquiring interest and/or rights for real property (including access rights through ingress/egress easements, leases, license agreements or other site access agreements; and/or obtaining record title ownership of real property through purchase).</p>				
1) Provide a brief summary below of the land that will be acquired/purchased under this task.				
<p>Easements necessary for construction, placing infrastructure on private property or avoiding obstructions</p>				
2) Will the land acquisition be fee simple?	Yes			
3) If no, will the land acquisition be less than fee simple?	[Select Option]			

Equipment Purchase	Include this task in the Grant Work Plan?	
	No	
<p>This task includes capital outlay costing \$5,000 or more that will be directly purchased by the Grantee and will not be permanently installed or constructed.</p> <p><u>Examples:</u> portable generators, vacuum trucks, pumps etc.</p>		
1) Provide a brief summary below of the equipment that will be completed under this task.		
2) Will the Grantee directly purchase the equipment from a vendor?		[Select Option]
3) If no, provide a brief summary below of how the equipment will be purchased.		
4) Will installation and start-up be included in the equipment purchase?		[Select Option]
5) If no, will there be construction or installation costs?		[Select Option]
6) If yes, what will the estimated cost be for the construction or installation?		

Connection to Central Sewer	Include this task in the Grant Work Plan?	
	No	
<p>This task includes the connection of properties to central sewer. This task does not include the construction of extensions to the central sewer system, which should be included in the "Construction" task. Proper abandonment of the septic systems will be required for properties that are connected to central sewer.</p>		
1) How many residential properties will be connected?		
2) How many commercial properties will be connected?		
3) Will materials or supplies for this task be directly purchased by the Grantee?		[Select Option]
4) If yes, what is the estimated cost of the materials or supplies?		
5) Will the work under this task be completed by a contractor/consultant?		[Select Option]
6) If no, provide a brief summary below of how the work will be completed.		

Project Timeline and Budget

Complete this table to summarize the timeline and budget for the tasks identified in the previous section. Use the dropdowns to select the task titles and enter the grant amounts that will be allocated to each task. All task start dates will reflect the grant reimbursement eligibility date of July 1, 2022. The task end dates should reflect an estimated completion date for each task. Add or delete tasks as needed.

Task No.	Task Title	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	\$187,100	04/01/2023	09/30/2023
2	Bidding and Contractor Selection	\$8,500	09/31/2023	11/15/2023
3	Project Management	\$97,900	04/01/2023	1/31/2025
4	Land Acquisition	\$39,100	4/1/2023	12/31/2023
5	Construction	\$2,152,000	11/15/2023	1/31/2025
Total:		\$2,484,600		

AGREEMENT CONTACT INFORMATION

Agreement Number: [will be assigned]
Project Title: Wastewater Service to I75/CR236 Interchange
Grantee: (i.e., city of, * county) City of High Springs
Award Amount: \$2,484,600
Match Amount (if required): \$0
Local ~~Pledged~~ Contributions: \$0
Federal Employer ID Number: _____

1) Authorized Representative (to sign agreement)

Name: Ashley Stathatos Phone Number: 386 454-1416
Title: City Manager
Employer: City of High Springs
Mailing Address (P.O. Box): 23718 W. U.S. Hwy 27
City: High Springs State: FL Zip: 33643
Street Address for express mail delivery: 23718 W. U.S. Hwy 27
City: High Springs State: FL Zip: 33643
E-mail address: astathatos@highsprings.gov

2) Grant Manager

Name: _____ Phone Number: _____
Title: _____
Employer: _____
Mailing Address (P.O. Box): _____
City: _____ State: _____ Zip: _____
E-mail address: _____

3) Disbursement Contact ~~Person~~ (who will prepare payment requests)

Name: _____ Phone Number: _____
Title: _____
Employer: _____
Mailing Address (P.O. Box): _____
City: _____ State: _____ Zip: _____
E-mail address: _____

4) Primary Contact (if different from Grant Manager or Disbursement Contactpreparer)

Name: _____ Phone Number: _____
Title: _____
Employer: _____
Mailing Address (P.O. Box): _____
City: _____ State: _____ Zip: _____
E-mail address: _____

Agreement Insurance Language and Requirements

Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

Requirements for Insurance Coverage under a purchased policy

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

Requirements for Self-Insured Governmental Entities

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

e. Other Insurance. None.

SLFRF Reporting Requirements

1. Provide a brief narrative as to how the Grantee will comply with Title VI of the Civil Rights Act of 1964.

This project will provide wastewater service to all businesses and residents from the I-75/CR236 Interchange and along CR236 to the City's wastewater transmission lines regardless of race, color, or national origin.

2. What is the Median Household Income of service area?

\$55,314 (Alachua County)

3. What is the Lowest Quintile Income of the service area?

\$6,500 (Alachua County)

4. No additional reporting requirements.

Ashley Stathatos
Printed Name of Authorized Representative

City of High Springs
Grantee Name

Signature of Authorized Representative

City Manager
Title

Wastewater Service to I75/CR236 Interchange
Project Name

Certification Regarding Debarment and Suspension

The Grantee hereby certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Ashley Stathatos

Printed Name of Authorized Representative

City of High Springs

Grantee Name

City Manager

Title

Signature of Authorized Representative

Wastewater Service to I75/CR236 Interchange

Project Name



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: _____

(UEI must be twelve (12) characters not including dashes)*

Federal Award ID Number (FAIN#): _____

Catalog of Federal Domestic Assistance (CFDA)#: _____

DEP Assigned Grant Agreement#: _____

Dollar Amount of Grant Disbursement: \$2,484,600

** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at <https://sam.gov/content/home> to register your entity to request a Unique Entity ID.*

Business Name: City of High Springs

DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: 23718 W. U.S. Hwy 27

Address Line 2: _____

Address Line 3: _____

City: High Springs State: FL Zip+4: 32643-2109



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Description of Project (up to 4000 characters):

Wastewater treatment transmission to the High Springs WWTF will be provided for existing and future businesses at the I-75/CR236 Interchange and additional parcels, including a zoned future Planned Development, on the 3-mile section of CR236 from the Interchange to the City of High Springs. This project will provide for design and construction of a wastewater transmission line to serve the existing and future commercial and residential development from the Interchange to the City's transmission lines on CR236. This funding will result in a completed project.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: _____
Address Line 2: _____
Address Line 3: _____
City: _____ State: _____ Zip+4: _____

Congressional District for Principal Place of Project Performance: 3rd Congressional District of Florida
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

YES <input type="radio"/>	NO <input checked="" type="radio"/>	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
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If the answer to Question 1 is "Yes," continue to Question 2.

If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

YES <input type="radio"/>	NO <input type="radio"/>	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?
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If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.



Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) _____

of (enter Business Name) _____

Certifies that on the date written below, the information provided herein is accurate.

Type or Print Name: _____ Title: _____

Signature: _____ Date: _____

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) City Manager

Of (enter Business Name) City of High Springs

Certifies that on the date written below, the information provided herein is accurate.

Ashley Stathatos
Print Name

City Manager
Title

Signature

Date

Department of Environmental Protection
Division of Environmental Assessment and Restoration
3900 Commonwealth Blvd M.S. 49
Tallahassee, FL 32399

Re: City of High Springs Wastewater Service to I75/CR236 Interchange

Dear Sir/Madam,

The City of High Springs has received a Wastewater Grant WG110 through the Department of Environmental Protection for Wastewater Service to I75/CR236 Interchange. This is to confirm the City's commitment to complete the project. We are also requesting this project be included in the Santa Fe River BMAP. Please contact us if you have any questions.

Ashley Stathatos
City Manager