

23718 W US HWY 27  
High Springs, Florida 32643



Telephone: (386) 454-1416  
Facsimile: (386) 454-2126  
Web: [highsprings.gov](http://highsprings.gov)

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

**MAY 9, 2024,**

**6:30 PM**

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**MAYOR KATHERINE WEITZ  
VICE MAYOR TRISTAN GRUNDER  
COMMISSIONER WAYNE BLOODSWORTH, JR.  
COMMISSIONER ANDREW MILLER  
COMMISSIONER BYRAN WILLIAMS**

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- (A) CALL TO ORDER AND ROLL CALL**
- (B) INVOCATION BY JACOB NEWTON, HIGH SPRINGS CHURCH OF GOD**  
**PLEDGE OF ALLEGIANCE**
- (C) APPROVAL OF AGENDA:**
- (D) APPROVAL OF CONSENT AGENDA:**
  - 1. MINUTES OF THE APRIL 25, 2024, BUDGET WORKSHOP**
  - 2. MINUTES OF THE APRIL 25, 2024, COMMISSION MEETING**
- (E) SPECIAL PRESENTATIONS**
  - 1. INTRODUCTION AND RECOGNITION OF MAYOR'S YOUTH COUNCIL.**
  - 2. PROCLAMATION DECLARING MAY 19-25, 2024, AS NATIONAL PUBLIC WORKS WEEK.**
  - 3. PROCLAMATION DECLARING MAY 19-25, 2024, AS EMERGENCY MEDICAL SERVICES WEEK.**
  - 4. PROCLAMATION IN RECOGNITION OF THE 125<sup>TH</sup> ANNIVERSARY OF THE GFWC HIGH SPRINGS NEW CENTURY WOMAN'S CLUB.**

- 5. PRESENTATION ON LEGISLATIVE UPDATES BY ANDREW KALEL, SUNRISE CONSULTING GROUP.**
- 6. PRESENTATION ON SEWER SYSTEM AND LIFT STATION PUMPS AND GENERATORS.**

**(F) UNFINISHED BUSINESS**

- 1. DISCUSS, CONSIDER, AND ACT ON ORDINANCE 2024-03, AN ORDINANCE AMENDING CHAPTER 10 “ALCOHOLIC BEVERAGES” OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR A SPECIAL PERMIT APPLICATION PROCESS FOR BUSINESSES DERIVING LESS THAN 51 PERCENT OF THEIR REVENUE FROM THE SALE OF FOOD AND NONALCOHOLIC BEVERAGES WHO DESIRE TO BE OPEN OUTSIDE OF THE HOURS PRESCRIBED IN SECTION 10-2(d) OF THE CITY OF HIGH SPRINGS CODE OF ORDINANCES.**

- (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 LETTER OF ENGAGEMENT AND CONTRACT RENEWAL WITH JAMES MOORE & CO. FOR AUDITING SERVICES.**
- 2. DISCUSS, CONSIDER AND ACT ON RESOLUTION 2023-D, A RESOLUTION OF THE CITY OF HIGH SPRINGS, APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY, AND BOBBY SHEFFIELD, ARCHIE ALAN ALLIGOOD AND JANET SHEFFIELD ALLIGOOD FOR THE PURCHASE BY THE CITY OF THE PROPERTY COMMONLY KNOWN AS THE “PRIEST THEATER”.**

**3. DISCUSS AND REVIEW BID PROTEST PROCEDURE.**

- (I) CITY ATTORNEY REPORT/UPDATE**
- (J) CITY MANAGER REPORT/UPDATE**
- (K) COMMISSION COMMENTS AND CONCERNS**
- (L) MOTION TO ADJOURN.**



# Consent Agenda

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**HIGH SPRINGS  
CITY COMMISSION BUDGET WORKSHOP  
APRIL 25, 2024 5:30 PM**

**CALL TO ORDER AND ROLL CALL**

Mayor Weitz called the meeting to order at 5:30 p.m.

**ROLL CALL CITY COMMISSION:**

Mayor Katherine Weitz – Present  
Vice Mayor Tristan Grunder – Present (arrived at 5:27pm)  
Commissioner Wayne Bloodsworth - Present  
Commissioner Andrew Miller- Present  
Commissioner Byran Williams- Present

**STAFF PRESENT:**

Angela Stone, City Clerk  
Jami Echeverri, Assistant City Clerk  
Antoine Sheppard, Police Chief  
Ashley Mauldin, Executive Assistant  
Alan Alligood, Building Official  
Jason Kytle, Interim Public Works Director  
Kristyn Adkins, Planning Technician

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by: Mr. Henry Zmunda

Pledge of Allegiance

**BUSINESS ITEMS:**

**UPDATE ON FY24 GENERAL FUND OPERATING BUDGET**

Finance Director Wilson gave an update on the various departments' general fund accounts.

Commissioner Miller questioned where the cost of the civic center improvements came from. Staff Wilson advised that it was a Parks and Recreation expense from their fund. The security

glass for the downstairs Utility Billing customer service window was an unplanned expense that had to be replaced due to safety concerns and was an unexpected cost from Facilities.

Commissioner Miller asked could a Parks and Recreation director be acquired via contract rather than hiring to save on salary and benefits.

Staff Wilson advised that could be a possibility and would be up to the City Manager.

Mayor Weitz inquired about a project the attorneys were working with former City Manager Stathatos regarding foreclosed properties with unpaid taxes and could those properties be acquired to be sold to offset some costs.

Staff Wilson advised she was unaware of where in the process that project lie but it would be an option for the current City Manager to research.

Commissioner Miller questioned if we were on track for the Audit report.

Staff Wilson advised that we were behind schedule due to a 3-month staffing absence.

Commissioner Miller asked when the Catherine Taylor Park would be complete and available for rent.

Interim Public Works director Kytile advised it was very close, windows doors and paint were all complete and the project was going well. He advised staff was also obtaining bids for the parking lot as it wasn't included in the original project quote.

Mayor Weitz asked could Wild Spaces public places funds be used for the parking lot.

Staff Wilson advised yes that is a possibility.

Commissioner Bloodsworth asked what was the status on the Canoe Outpost property.

Building Official Alligood advised that at this time it was not in use at this time.

Vice Mayor Grunder stated he would like to close the gates for safety concerns. He would like to see a plan for this facility at some time in the future.

**Vice Mayor Grunder Motion to adjourn.**

**Mayor Weitz adjourned the meeting at 6:06pm.**

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**HIGH SPRINGS  
CITY COMMISSION MEETING  
APRIL 25, 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 Wayne Bloodsworth - Present  
Commissioner Andrew Miller- Present  
Commissioner Byran Williams – Present

**STAFF PRESENT:**

Angela Stone, City Clerk  
Scott Walker, City Attorney  
Jami Echeverri, Asst. City Clerk  
Ashley Mauldin, Executive Assistant  
Antoine Sheppard, Chief of Police  
Diane Wilson, Finance Director (Interim City Manager)  
Jason Kytle, Interim Public Works Director  
Allan Alligood, Building Official

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Pastor Folds  
Pledge of Allegiance

**APPROVAL OF AGENDA:**

Commissioner Williams motioned to approve the amended agenda.  
Commissioner Miller Seconded.  
Motion carried 5-0.

**APPROVAL OF CONSENT AGENDA:**

- 1. MINUTES OF THE APRIL 11, 2024, BUDGET WORKSHOP**
- 2. MINUTES OF THE APRIL 11, 2024, COMMISSION MEETING**

**Commissioner Williams Motioned to approve the Minutes of the April 11, 2024, Budget Workshop, & Minutes of the April 11, 2024 Commission Meeting.**  
**Vice Mayor Grunder Seconded.**  
**Motioned carried 5-0**

**(E) SPECIAL PRESENTATIONS:**

**PROCLAMATION DECLARING MAY 2, 2024, AS “NATIONAL DAY OF PRAYER”**

Mayor Weitz read a proclamation declaring May 2<sup>nd</sup>, 2024 as National Day of Prayer.

**PROCLAMATION DECLARING MAY 5- MAY 11, 2024, AS “MUNICIPAL CLERK’S WEEK.”**

Mayor Weitz read a proclamation declaring May 5 – May 11, 2024, as Municipal Clerk’s Week.

**PRESENTATION BY THE PARKS AND RECREATION BOARD ON THE GOOD NEWS ARTS PROGRAM**

Linda Hewlett Chair of the Parks and Recreation Board read from a letter commending Ms. Jessica Caldas on her art, as well as her working with local children in her art program. The letter elaborated on the function and purpose of the art program and how it serves the community.

Vice Mayor Grunder stated he has heard nothing but good things about the program and is grateful to Ms. Caldas for her time and work.

**(F) UNFINISHED BUSINESS: NONE**

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

Rick Testa – made a statement regarding a proposed Community Development District and his displeasure and disagreement with it. Some issues he addressed were tax assessments. He handed Planning Technician Adkins a handout to present to the commission for reading.

Kelly & Dave Potter – they are concerned that it is the busiest weekend for the city (Pioneer Days) and she stated that much of her business relies on customers who visit the brewery and she is unhappy that the Brewery is not going to be open on Sunday.

Adam Joy – is unhappy with a bill he received for pump maintenance. He is concerned that staff did not inform him that he would possibly be billed for the repairs.

Christy Swilley – is disappointed in the people in the commission chambers. She is concerned about the perceived opinion of former Public Works Director Thomas Henry and believes misinformation is being spread through the community.

## COMMISSION AGENDA

APRIL 25, 2024

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Mayor Weitz read a letter as requested by Scott and Lynn Jamison disagreeing with how the City Manager handled Former Public Works Director Thomas Henry's resignation from the City.

Brad Riddle – commended former Public Works Director on his work and is disappointed in the situation regarding his exit from his position at the City.

### **COMMISSIONER RESPONSE:**

Mayor Weitz explained the reasoning for why the Brewery is closed on Sundays due to ordinance.

### **(H) NEW BUSINESS**

#### **DISCUSS, CONSIDER AND ACT ON A REQUEST BY THE HIGH SPRINGS BMX TO ALLOW CAMPING ON CITY PROPERTY FOR THE HIGH SPRINGS BMX GOLD CUP REGIONAL QUALIFIER.**

Attorney Walker advised that there is an agreement included in the special permit packet. Specifically addressing the liability and respect for city property concerns.

Mayor Weitz questioned if this is past practice? City Clerk Stone advised yes that it has come to the commission for approval in the past.

**Commissioner Miller Motioned to approve the event permit for BMX.**

**Commissioner Williams seconded.**

**All in favor 5-0**

#### **DISCUSS, CONSIDER AND ACT ON THE CONSTRUCTION DOCUMENTS FOR SADDLE RIDGE ESTATES.**

Chris Potts with JB Pro gave an explanation of the proposed construction documents for the potential development "Saddle Ridge Estates"

Commissioner Miller questioned if there would be an HOA.

Mr. Potts advised yes. At the request of Attorney Walker, Mr. Potts elaborated the infrastructure plans and responsibilities.

Mayor Weitz asked for some clarification on the extensive drainage numbers.

Mr. Potts explained how the drainage calculations worked and would function to provide data regarding stormwater.

### **Public Comment:**

Rick Testa – likes the large lots of the community. His only concern that was unclear there is a circumference of fencing around the development. He has concerns about insurance and litigation if people are riding ATV's or similar vehicles.



**Vice Mayor Grunder motioned to accept the construction documents for Saddle Ridge Estates.**

**Commissioner Miller seconded.**

**5-0**

**DISCUSS, CONSIDER AND ACT ON A MINOR PLAT FOR TAX PARCELS 00090-001000 AND 00104-000-000 (SWOYER REPLAT).**

Planning Technician Adkins gave an overview and explanation of the proposed plat. Commissioner Miller motioned to approve minor plat for tax parcels 00090-001000 & 00104-000-000.

**Commissioner Williams Seconded.**

**Motion Carried 5-0**

**DISCUSS, CONSIDER AND ACT ON A JOINT RESOLUTION, RESOLUTION 2024-01, OF THE ALACHUA COUNTY LIBRARY DISTRICT AND THE CITY OF HIGH SPRINGS RECOGNIZING THE CITY OF HIGH SPRINGS AS THE OWNER OF TAX PARCELS 00634-000-000 AND 00634-001-000.**

Attorney walker read resolution 2024-01 by title only.

**Commissioner Williams motioned to approve joint resolution 2024-01**

**Vice Mayor Grunder Seconded**

Mayor Katherine Weitz – Yes

Vice Mayor Tristan Grunder – Yes

Commissioner Wayne Bloodsworth - Yes

Commissioner Andrew Miller- Yes

Commissioner Byran Williams – Yes

**Motion Carried 5-0**

**DISCUSS, CONSIDER AND ACT ON APPOINTING THE VICE CHAIR TO THE CRA.**

**Commissioner Miller nominated Commissioner Bloodsworth for the Vice Chair position of the CRA.**

**Vice Mayor Grunder seconded.**

**5-0**

**CITY ATTORNEY REPORT/UPDATE:**

Funding is approximately 2 months out for the Priest Theatre purchase project.

**CITY MANAGER REPORT/UPDATE**

**None**

**CITY CLERK REPORT/UPDATE:**

COMMISSION AGENDA

APRIL 25, 2024

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The joint meeting with the county is coming soon. If the commission could advise what they would like to see on the agenda

**COMMISSIONERS:**

Commissioner Bloodsworth: none

Commissioner Miller stated his employee of the week was Jennifer from Public Works and he thanked her for her assistance.

**VICE MAYOR:**

None

**MAYOR:**

**Welcomes everyone to Pioneer Days this weekend.**

**MOTION TO ADJOURN.**

**Commissioner Williams motioned to adjourn.**

**Mayor Weitz adjourned the meeting at 7:38pm**



# Special Presentation

## #1



## Commission Agenda Item Request Form

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**MEETING DATE:** MAY 9, 2024

**SUBJECT:** INTRODUCTION AND RECOGNITION OF MAYOR'S YOUTH COUNCIL

**AGENDA SECTION:** SPECIAL PRESENTATION

**DEPARTMENT:** COMMISSION

**PREPARED BY:** CITY CLERK

**RECOMMENDED ACTION:** NO ACTION

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### Summary

In order to get our youth involved in their local government, in July of 2023 the City commission modified the Ordinance for the Mayor's Youth Council to consist of five-members (vs the previous seven) with two alternates. At the December 14, 2023 Commission Meeting the Commission appointed the members of the Mayor's Youth Council to help serve our community.

The Mayor's Youth Council has now had several meetings and has begun to serve our community and the Mayor would like to introduce and recognize them.

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**ATTACHMENTS:**

**REVIEWED BY CITY MANAGER:**



# **Special Presentation**

## **#2**



**PROCLAMATION**  
**City of High Springs**  
**State of Florida**

*Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and*

*Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and*

*Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and*

*Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and*

*Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and*

*Now, therefore, I, Katherine Weitz, Mayor of the City of High Springs, Florida, do hereby proclaim the week of May 19 – 25, 2024 as*

**"National Public Works Week"**

*in the City of High Springs, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and the quality of life.*

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of High Springs, Florida, this 9th day of May, 2024.

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KATHERINE WEITZ, MAYOR

ATTEST:

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ANGELA STONE  
CITY CLERK



# **Special Presentation**

## **#3**

***PROCLAMATION***  
**CITY OF HIGH SPRINGS**  
**STATE OF FLORIDA**

**WHEREAS**, emergency medical services is a vital public service; and

**WHEREAS**, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; now

***THEREFORE, I Katherine Weitz, Mayor of the City of High Springs, in recognition do hereby proclaim the week of May 19 - 25, 2024, as***

**EMERGENCY MEDICAL SERVICES WEEK**

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Katherine Weitz  
Mayor

ATTEST:

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Angela Stone, City Clerk





# Special Presentation

#4



***PROCLAMATION***  
**CITY OF HIGH SPRINGS**  
**STATE OF FLORIDA**

**WHEREAS**, the High Springs New Century Woman's Club has been an interregnal part of the history of High Springs,

**WHEREAS**, the High Springs Woman's Club is a group of nearly 100 local women who are looking to improve the community through involvement in educational, literary, scientific, and charitable endeavors.

**WHEREAS**, the High Springs Woman's Club supports and promotes volunteer activities within our community to benefit civic and local organizations.

**WHEREAS**, the High Springs Woman's Club encourages awareness of our natural resources and caring for the world around us by participating in local river clean-up, beautification of our community and recycling programs.

**WHEREAS**, the High Springs Woman's Club provides mentors, tutors, school supplies for teachers and books for High Springs Community School and community daycare centers.

**WHEREAS**, the High Springs Woman's Club, in addition to community service projects, has a number of social activities including Paint Stick Bingo, Arts and Crafts a card group, and monthly book club.

**WHEREAS**, the GFWC High Springs New Century Woman's Club is celebrating 125 years in our community;

**NOW, THEREFORE**, I, Katherine Weitz, Mayor of High Springs, put forth this proclamation in recognition of the 125<sup>th</sup> anniversary of the GFWC High Springs New Century Woman's Club and express appreciation for their commitment to our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the official seal of the City of High Springs, Florida, this 9<sup>th</sup> day of May, 2024.

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Katherine Weitz,  
Mayor

ATTEST:

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Angela Stone  
City Clerk



# Special Presentation

## #5



## Commission Agenda Item Request Form

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**MEETING DATE:** MAY 9, 2024

**SUBJECT:** PRESENTATION ON LEGISLATIVE UPDATES BY ANDREW KALEL, SUNRISE CONSULTING GROUP.

**AGENDA SECTION:** SPECIAL PRESENTATION

**DEPARTMENT:**

**PREPARED BY:** CITY CLERK

**RECOMMENDED ACTION:** NO ACTION

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### Summary

ANDREW KALEL, SUNRISE CONSULTING GROUP, WOULD LIKE TO PRESENT TO THE COMMISSION A LEGISLATIVE UPDATE.

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**ATTACHMENTS:**

**REVIEWED BY CITY MANAGER:**



# Special Presentation

## #6



## Commission Agenda Item Request Form

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**MEETING DATE:** MAY 9, 2024

**SUBJECT:** PRESENTATION ON SEWER SYSTEM AND LIFT STATION PUMPS AND GENERATORS

**AGENDA SECTION:** SPECIAL PRESENTATION

**DEPARTMENT:**

**PREPARED BY:** CITY CLERK

**RECOMMENDED ACTION:** NO ACTION

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### Summary

JASON KYTLE, INTERIM PUBLIC WORKS DIRECTOR, WILL GIVE A PRESENTATION AND UPDATE ON THE SEWER SYSTEM AND LIFT STATION PUMPS AND GENERATORS.

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**ATTACHMENTS:**

**REVIEWED BY CITY MANAGER:**



# Unfinished Business Item #1



## Commission Agenda Item Request Form

**MEETING DATE:** May 9, 2024

**SUBJECT:** DISCUSS, CONSIDER AND ACT ON ORDINANCE 2024-03, AN ORDINANCE AMENDING CHAPTER 10 "ALCOHOLIC BEVERAGES" OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR A SPECIAL PERMIT APPLICATION PROCESS FOR BUSINESSES DERIVING LESS THAN 51 PERCENT OF THEIR REVENUE FROM THE SALE OF FOOD AND NONALCOHOLIC BEVERAGES WHO DESIRE TO BE OPEN OUTSIDE OF THE HOURS PRESCRIBED IN SECTION 10-2(d) OF THE CITY OF HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

**AGENDA SECTION:** UNFINISHED BUSINESS

**DEPARTMENT:** CITY COMMISSION

**PREPARED BY:**

**RECOMMENDED ACTION:**

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### Summary

Ordinance 2024-03 is revising the Alcohol Ordinance providing for a Special Permit Application Process for Businesses that derive less than 51% of their revenue from the sale of food and Non-Alcoholic Beverages to operate outside the hours established in the Ordinance.

The Special Permit Process will allow the business owners to petition the City Commission to operate outside the hours described in Paragraph (d) . The Business must follow the requirements and restrictions that they will apply for a Special Permit with their proof of food service or Food Trucks on premises during the scheduled event; the Special Permit must be applied for in connection with a special event (City Sponsored event, Federal Holiday), and is subject to administrative approval; if the Special Permit is not applied for in connection with a special event (City Sponsored event, Federal Holiday) it shall be subject to City Commission Approval, and the Special Permit shall not be issued for a time period exceeding 48 hours.

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**ATTACHMENTS:** Business Impact Statement, Ordinance 2024-03

**REVIEWED BY CITY MANAGER:**



# **Business Impact Estimate**

Proposed ordinance's title/reference:

ORDINANCE NUMBER 2024-03 AN ORDINANCE AMENDING CHAPTER 10 "ALCOHOLIC BEVERAGES" OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR A SPECIAL PERMIT APPLICATION PROCESS FOR BUSINESSES DERIVING LESS THAN 51 PERCENT OF THEIR REVENUE FROM THE SALE OF FOOD AND NONALCOHOLIC BEVERAGES WHO DESIRE TO BE OPEN OUTSIDE OF THE HOURS PRESCRIBED IN SECTION 10-2(d) OF THE CITY OF HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 2024- 03 would provide for a Special Event Permit Application Process for the lifting of the restriction of on-premise consumption of alcoholic beverages on Sundays for businesses that derive less than 51% of their revenue from the sale of food and non-alcoholic beverages. Allowing for the Special Event Permit Process will allow all businesses with an alcoholic beverage license but less than 51% of their revenue from the sale of food and non-alcoholic beverages to sell alcohol on Sundays during approved Special Events (which were approved in the Special Event Permit Process). This will encourage growth and development of the City, enhance economic prosperity, diversity, and opportunity for Special Events.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There is no direct compliance costs that businesses may reasonably incur.

There is no new charge or fee imposed by the proposed ordinance.

There is no anticipated regulatory costs associated with this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One.

4. Additional information the governing body deems useful (if any):

This Ordinance would allow for the business to apply for the lifting of the restriction for special events that would encourage growth and development of the City, enhance economic prosperity, diversity and opportunity.

## **ORDINANCE 2024-03**

**AN ORDINANCE AMENDING CHAPTER 10 “ALCOHOLIC BEVERAGES” OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR A SPECIAL PERMIT APPLICATION PROCESS FOR BUSINESSES HOLDING A BEVERAGE LICENSE, DERIVING LESS THAN 51 PERCENT OF THEIR REVENUE FROM THE SALE OF FOOD AND NONALCOHOLIC BEVERAGES, WHO DESIRE TO BE SELL ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION OUTSIDE OF THE HOURS PRESCRIBED IN SECTION 10-2(d) OF THE CITY OF HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR CODIFICATION**

**WHEREAS**, Chapter 10 of the High Springs Code of Ordinances regulates the sale of alcoholic beverages within the City limits; and

**WHEREAS**, on December 16, 2008, the City Commission amended Chapter 10 in Ordinance 2008-34 to allow for the sale of alcohol during specific hours on Sunday for malt beverages and unfortified beverages at businesses that derive at least 51 percent of their gross revenue from the sale of food and nonalcoholic beverages; and

**WHEREAS**, on April 9, 2015, the City Commission amended Chapter 10 in Ordinance 2015-03 lifting restrictions on the type of alcohol for Sunday on-premises consumption at businesses that derive at least 51 percent of their gross revenue from the sale of food and nonalcoholic beverages; and

**WHEREAS**, the Commission has determined that providing an avenue to remove regulatory barriers to businesses via special permit applications, such as restrictions on the sale of alcoholic beverages during times presently unpermitted by the Code of Ordinances for the City of High Springs by businesses that derives less than 51 percent of their gross revenue from the sale of food or nonalcoholic beverages will encourage growth and development of the City, enhance economic prosperity, diversity, and opportunity; and

**WHEREAS**, the City Commission of the City of High Springs has determined that it is desirable to amend Section 10-2 of the High Springs Code of Ordinances by adding a special permit application process to allow businesses holding a beverage license, deriving less than 51 percent of their gross revenue from the sale of food or nonalcoholic beverages, to serve alcoholic beverages for on-premises consumption outside of the times permitted in Section 10-2(d) of the Code of the City of High Springs;

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

**Section 1:** Section 10-2 of the High Springs Code of Ordinances entitled “Hours of Sale” is hereby amended to read as follows (words ~~struck through~~ have been deleted, and words underlined have been added):

- (a) Packaged sales for off-premises consumption of malt beverages and unfortified wine shall be permitted on Monday through Saturday, inclusive, between the hours of 7:00 a.m. and 12:00 midnight, and on Sunday between the hours of 1:00 p.m. and 11:00 p.m.
- (b) Packaged sales for off-premises consumption of all alcoholic beverages except malt beverages and unfortified wine shall be permitted on Monday through Saturday, inclusive, between the hours of 7:00 a.m. and 12:00 midnight.
- (c) Sales for on-premises consumption of alcoholic beverages in any business holding a beverage license, which business derives at least 51 percent of its gross revenue from the sale of food and nonalcoholic beverages, shall be permitted on Monday through Thursday, inclusive, and Saturday between the hours of 7:00 a.m. and 12:00 midnight, on Friday between the hours of 7:00 a.m. and 2:00 a.m. immediately following, and Sunday between the hours of 1:00 p.m. and 11:00 p.m. When December 31 occurs on a Saturday through Thursday, sales of all alcoholic beverages on those days shall be permitted to continue until 2:00 a.m. immediately following.
- (d) Sales for on-premises consumption of alcoholic beverages in any business holding a beverage license, which business derives less than 51 percent of its gross revenue from the sale of food and nonalcoholic beverages, shall be permitted on Monday through Thursday, inclusive, and Saturday, between the hours of 7:00 a.m. and 12:00 midnight, and on Friday between the hours of 7:00 a.m. and 2:00 a.m. immediately following. When December 31 occurs on a Monday through Thursday or Saturday, such sales of alcoholic beverages on those days shall be permitted to continue until 2:00 a.m. immediately following. When December 31 occurs on a Sunday, such sales of alcoholic beverages shall be permitted from 6:00 p.m. of the Sunday until 2:00 a.m. immediately following.
- (e) Notwithstanding the foregoing, a business holding a beverage license, which derives less than 51 percent of its gross revenue from the sale of food and nonalcoholic beverages, may petition the City for a Special Permit to allow sales for on-premises consumption of alcoholic beverages outside of the hours described in Paragraph (d) with the following requirements and restrictions:
  - 1. Businesses applying for a Special Permit to operate outside of the hours described in Paragraph (d) must supply, with their Special Permit Application, proof of food service or Food Trucks on business premises during the scheduled event.
  - 2. If the Special Permit is applied for in connection with a City-sponsored event or Federal Holiday, it shall be subject to administrative approval.
  - 3. If the Special Permit is not applied for in connection with a City-sponsored event or Federal Holiday, it shall be subject to city commission approval.
  - 4. The Special Permit shall not be issued for a time period exceeding forty-eight (48) hours.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon its passage at second and final reading.

Section 5. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

DONE THE FIRST READING, by the City Commission of the City of High Springs, Florida, at a regular meeting, this \_\_\_\_ day of \_\_\_\_\_, 2024.

DONE, THE PUBLIC NOTICE, in a newspaper of general circulation in the City of High Springs, Florida, by the City Clerk of the City of High Springs, Florida on the \_\_\_\_ day of \_\_\_\_\_, 2024 through the \_\_\_\_ day of \_\_\_\_\_, 2024.

DONE THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this \_\_\_\_ day of \_\_\_\_\_, 2024.

BY THE MAYOR OF THE CITY OF HIGH  
SPRINGS, FLORIDA

\_\_\_\_\_  
Katherine Weitz, Mayor

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

\_\_\_\_\_  
Angela Stone, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

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



**New**

**Business**

**Item #1**



## Commission Agenda Item Request Form

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**MEETING DATE:** MAY 9, 2024

**SUBJECT:** DISCUSS, CONSIDER AND ACT ON 2023 AUDIT  
ENGAGEMENT LETTER AND CONTRACT RENEWAL

**AGENDA SECTION:** NEW BUSINESS

**DEPARTMENT:** CITY MANAGER

**PREPARED BY:** DIANE WILSON, FINANCE DIRECTOR

**RECOMMENDED ACTION:** ACCEPT AUDIT ENGAGEMENT LETTER AND  
APPROVE CONTRACT RENEWAL

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### Summary

James Moore & Co. is the firm that performs the annual audit for the City. They have provided a FY23 audit engagement letter and contract renewal for their annual audit services.

**REVIEWED BY CITY MANAGER:** Yes



May 7, 2024

To the Honorable Mayor and City Commissioners,  
City of High Springs, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of High Springs, Florida (the City) as of September 30, 2023, 2024, 2025, 2026, and 2027, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Pension and OPEB schedules (as applicable)



Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Nonmajor fund combining schedules (if applicable)
2. Schedule of expenditures of federal awards and state financial assistance (if applicable)

### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Reporting on Key Audit Matters**

Management has not requested that we communicate key audit matters in our auditors' report for this fiscal year.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and

- implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
  10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
  11. For taking prompt action when instances of noncompliance are identified;
  12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
  13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  14. For submitting the reporting package and data collection form to the appropriate parties;
  15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
  16. To provide us with:
    - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit;
    - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
    - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
    - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
  17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
  21. For the accuracy and completeness of all information provided;
  22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
  23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
  24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
  25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Additional Examination Engagements**

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2023, 2024, 2025, 2026, and 2027, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:

- a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
- b. Additional information that we may request from management for the purpose of the examination; and
- c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable), capital asset schedule and depreciation calculation assistance, preparation of annual financial report (if requested). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Diane Wilson, Finance Director) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<b>Year Ending September 30,</b>	<b>City Audit Fee</b>	<b>CRA Audit Fee</b>	<b>Single Audit Fee (per major program)</b>	<b>Capital Asset &amp; Depreciation Schedules</b>	<b>Preparation of Annual Financial Report</b>
2023	\$49,000	\$5,000	\$4,000	\$3,000	\$3,000
2024	\$51,000	\$5,000	\$4,000	\$3,000	\$3,000
2025	\$53,000	\$5,000	\$4,000	\$3,000	\$3,000
2026	\$55,000	\$5,000	\$4,000	\$3,000	\$3,000
2027	\$57,000	\$5,000	\$4,000	\$3,000	\$3,000

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees. The above fees assume a clean set of records (funds in balance, bank accounts reconciled and tied to general ledger, beginning equity balances agreed to prior year audit, interfund activity in balance, etc.); as occasionally done in prior years, any additional cash-to-accrual assistance may be requested as a separate engagement for additional nonattest services.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2027, a new engagement can be entered into for an additional five-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.



The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

We appreciate the opportunity to be of service to the City of High Springs, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L." with a stylized flourish at the end.

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of High Springs, Florida.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



**New**  
**Business**  
**Item #2**



## Commission Agenda Item Request Form

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**MEETING DATE:** May 9, 2024

**SUBJECT:** DISCUSS, CONSIDER AND ACT ON RESOLUTION 2024-D , A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY, AND BOBBY SHEFFIELD, ARCHIE ALAN ALLIGOOD AND JANET SHEFFIELD ALLIGOOD FOR THE PURCHASE BY THE CITY OF THE PROPERTY COMMONLY KNOWN AS THE “PRIEST THEATER”; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**AGENDA SECTION:** NEW BUSINESS

**DEPARTMENT:** CITY COMMISSION

**PREPARED BY:**

**RECOMMENDED ACTION:** APPROVE RESOLUTION 2024-D

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### Summary

Resolution 2024-D is for the agreement between the City of High Springs and Bobby Sheffield, Archie Alan Alligood and Janet Sheffield Alligood for purchase the “Priest Theater”. The agreement will formalize the purchase of the property.

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**ATTACHMENTS:** Resolution 2024-D

**REVIEWED BY CITY MANAGER:**

## **RESOLUTION NO 2024 - D**

### **CITY OF HIGH SPRINGS, FLORIDA**

**A RESOLUTION OF THE CITY OF HIGH SPRINGS, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY, AND BOBBY SHEFFIELD, ARCHIE ALAN ALLIGOOD AND JANET SHEFFIELD ALLIGOOD FOR THE PURCHASE BY THE CITY OF THE PROPERTY COMMONLY KNOWN AS THE “PRIEST THEATER”; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of High Springs (“City”) has an interest in preserving historic properties in the City; and

WHEREAS, the property commonly known as the “Priest Theater” (the “Property”) has contributed significantly to the history and civic life of the residents of the City and the surrounding areas; and

WHEREAS, the City desires to purchase the Property from the current owners -- Bobby Sheffield, Archie Alan Alligood, and Janet Sheffield Alligood (the “Sellers”); and

WHEREAS, the Sellers desire to sell the Property to the City pursuant to the terms of a Commercial Contract in the form attached as an Exhibit hereto (the “Agreement”); and

WHEREAS, in furtherance of purchasing the Priest Theater the City applied for and received an historic preservation grant from the State of Florida (the “Grant”); and

WHEREAS, the City and the Sellers desire to execute the Agreement to formalize their mutual desire that the Sellers sell and the City purchase the Property; and

WHEREAS, purchasing the Property from the Sellers using the funds from the Grant is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Commission of the City of High Springs, Florida:

1. Purchasing the Property from the Sellers on the terms set forth in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of High Springs; and

- 
3. The Mayor of the City of High Springs is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of High Springs; and
  4. The Mayor of the City of High Springs is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of High Springs, as appropriate and as circumstances require, is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. All prior resolutions of the City Commission of the City of High Springs in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of High Springs.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of High Springs, Florida, at a regular meeting, this \_\_\_\_ day of May, 2024.

BY THE MAYOR OF THE CITY OF HIGH SPRINGS,  
FLORIDA

---

Katherine Weitz, Mayor

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

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Angela Stone, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

S. Scott Walker, City Attorney

## Commercial Contract

1 **1. PARTIES AND PROPERTY:** City of High Springs ("Buyer")  
2 agrees to buy and Bobby Sheffield and Archie Alan Alligood and Janet Sheffield Alligood ("Seller")  
3 agrees to sell the property at:  
4 Street Address: 18575 NW 237th Street, High Springs, FL 32643 (Parcel # 00633-000-000)

5  
6 Legal Description: As described in deed recorded at O.R. Book 4358, Page 2349 Alachua County, Florida.

7  
8 and the following Personal Property: Projector, Concession equipment

9  
10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:** \$ 347,050.00

12 (a) Deposit held in escrow by: Folds Walker, LLC \$ 5,000.00 (see Paragraph 23)  
13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 527 E. Univ. Ave, Gainesville, FL 32601 Phone: 352-372-1282

15 (b) Additional deposit to be made to Escrow Agent  
16 ☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
17 ☐ within \_\_\_\_ days after Effective Date \$ n/a

18 (c) Additional deposit to be made to Escrow Agent  
19 ☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or  
20 ☐ within \_\_\_\_ days after Effective Date \$ n/a

21 (d) Total financing (see Paragraph 5) \$ n/a

22 (e) Other \$ n/a

23 (f) All deposits will be credited to the purchase price at closing.  
24 Balance to close, subject to adjustments and prorations, to be paid  
25 via wire transfer. \$ 342,050.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of  
27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller**  
29 and **Buyer** and an executed copy delivered to all parties on or before See Paragraph 23, this offer  
30 will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be  
31 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the**  
32 **last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or**  
33 **\*\*\*\*\***. Calendar days will be used when computing time periods, except time periods of 5  
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal  
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next  
36 business day. **Time is of the essence in this Contract.**

37 **4. CLOSING DATE AND LOCATION:**

38 (a) **Closing Date:** This transaction will be closed on See Paragraph 23 (Closing Date), unless  
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods  
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

**(b) Location:** Closing will take place in Alachua County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

**5. THIRD PARTY FINANCING:**

**BUYER'S OBLIGATION:** On or before \_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed \_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_%, with points or commitment or loan fees not to exceed \_\_\_\_% of the principal amount, for a term of \_\_\_\_ years, and amortized over \_\_\_\_ years, with additional terms as follows:

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \*\*\*\*\* n/a \*\*\*\*\*

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as an historic meeting venue.

**(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within <sup>10</sup>\_\_\_\_ days after Effective Date or at least <sup>10</sup>\_\_\_\_ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.



**Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

**(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

☒ **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\*\*\*\*\* n/a \*\*\*\*\*

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ intentionally blank (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 7 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.



Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have <sup>5</sup>\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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**17. DISCLOSURES:**

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**18. RISK OF LOSS:**

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** n/a \_\_\_\_\_,  
(Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** n/a \_\_\_\_\_,  
(Company Name) (Licensee)  
\_\_\_\_\_  
(Address, Telephone, Fax, E-mail)

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
303 ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
304 \_\_\_\_\_  
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

315 ☐ (A) Arbitration ☐ (E) Seller Warranty ☐ (I) Existing Mortgage  
316 ☐ (B) Section 1031 Exchange ☐ (F) Coastal Construction Control Li ☐ (J) Buyer's Attorney Approval  
317 ☐ (C) Property Inspection and Repair ☐ (G) Flood Area Hazard Zone ☐ (K) Seller's Attorney Approval  
318 ☐ (D) Seller Representations ☐ (H) Seller Financing ☐ Other \_\_\_\_\_

319 **23. ADDITIONAL TERMS:**

320 1. The Closing/Escrow/Title Agent shall be the City Attorney's office -- Folds Walker, LLC, 527 East University Avenue,  
321 Gainesville, FL 32601(352-372-1282 \* closings@foldswalker.com).  
322 \_\_\_\_\_

323 2. Notwithstanding any other provision herein, the Buyer shall not be obligated to provide any earnest money/escrow deposit provided  
324 for herein until this non-binding offer has been ratified and accepted by the City Commission of the City of High Springs.  
325 \_\_\_\_\_

326 3. Notwithstanding any other provision herein, the Buyer Escrow Deposit in the amount of \$5,000.00 contemplated in  
327 Paragraph 2, hereof, shall be remitted by the Buyer to the Closing/Escrow upon Buyer's execution of this Agreement.  
328 \_\_\_\_\_

329 4. The escrow money/deposit provided for herein shall be fully refundable to the Buyer on or before the 7th day following the Effective  
330 Date and thereafter shall be nonrefundable except as otherwise set forth herein.  
331 \_\_\_\_\_

332 5. Notwithstanding any other provision hereof, any escrow deposit provided for herein shall be fully refundable to the City in the event  
333 the City, despite diligent effort, does not receive funds from the State of Florida, Dept. of State in the amount of at least \$350,000  
334 pursuant to Grant No. 24.h.sc.900.125 on or before August 15, 2024.  
335 \_\_\_\_\_

336 6. Paragraph 3, Line 29 -- "the 7th calendar day to occur following receipt of written approval by the Florida Department  
337 of State of this transaction and the associated transaction documents".  
338 \_\_\_\_\_

339 7. Closing shall occur on or before the 28th day following the Effective Date of this contract.  
340 \_\_\_\_\_  
341 \_\_\_\_\_

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

359 **Jeremy Marshall** Tax ID No.: \_\_\_\_\_

(Typed or Printed Name of Buyer)

360 Title: **City Manager, City of High Springs** Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice \_\_\_\_\_

365 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

366 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

367 **Bobby Sheffield** Tax ID No.: \_\_\_\_\_

(Typed or Printed Name of Seller)

368 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 **Archie Alan Alligood & Janet Sheffield Alligood** Tax ID No.: \_\_\_\_\_

(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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## Commercial Contract

1. **PARTIES AND PROPERTY:** City of High Springs ("Buyer")  
agrees to buy and Bobby Sheffield and Archie Alan Alligood and Janet Sheffield Alligood ("Seller")

agrees to sell the property at:

Street Address: 18575 NW 237th Street, High Springs, FL 32643 (Parcel # 00633-000-000)

Legal Description: As described in deed recorded at O.R. Book 4358, Page 2349 Alachua County, Florida.

and the following Personal Property: Projector, Concession equipment

(all collectively referred to as the "Property") on the terms and conditions set forth below.

### 2. PURCHASE PRICE:

\$ 347,050.00

(a) Deposit held in escrow by: Folds Walker, LLC

\$ 5,000.00 (see Paragraph 23)

("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 527 E. Univ. Ave, Gainesville, FL 32601 Phone: 352-372-1282

(b) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_ days after Effective Date \$ n/a

(c) Additional deposit to be made to Escrow Agent

☐ within \_\_\_\_ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within \_\_\_\_ days after Effective Date \$ n/a

(d) Total financing (see Paragraph 5)

\$ n/a

(e) Other

\$ n/a

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid  
via wire transfer.

\$ 342,050.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

**3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before See Paragraph 23, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** \*\*\*\*\*. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

### 4. CLOSING DATE AND LOCATION:

(a) **Closing Date:** This transaction will be closed on See Paragraph 23 (Closing Date), unless

specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

**(b) Location:** Closing will take place in Alachua County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

**5. THIRD PARTY FINANCING:**

**BUYER'S OBLIGATION:** On or before \_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed \_\_\_\_% of the purchase price or \$\_\_\_\_\_, with a fixed interest rate not to exceed \_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_%, with points or commitment or loan fees not to exceed \_\_\_\_% of the principal amount, for a term of \_\_\_\_ years, and amortized over \_\_\_\_ years, with additional terms as follows:

**Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within \_\_\_\_ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

**6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other \_\_\_\_\_, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) \*\*\*\*\* n/a \*\*\*\*\*

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as an historic meeting venue.

**(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within <sup>10</sup>\_\_\_\_ days after Effective Date or at least <sup>10</sup>\_\_\_\_ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

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**Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

**(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

**(c) Survey:** (check applicable provisions below)

☒ **Seller** will, within 15 days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

\*\*\*\*\* n/a \*\*\*\*\*

prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

**(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

**7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ intentionally blank (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 7 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.



Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

**(c) Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

**8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

**9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

**(a) Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

**(b) Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

**(c) Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

**(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

**(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

**(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

**10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

**11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have <sup>5</sup>\_\_\_\_\_ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

**12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

**13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

**14. DEFAULT:**

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

**15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

**16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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**17. DISCLOSURES:**

**(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

**(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

**(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

**18. RISK OF LOSS:**

**(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of the **Buyer**.

**(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate with and assist **Buyer** in collecting any such award.

**19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

**20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

**21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

**(a) Seller's Broker:** n/a \_\_\_\_\_ ,  
(Company Name) (Licensee)

\_\_\_\_\_ ,  
(Address, Telephone, Fax, E-mail)  
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify) \_\_\_\_\_

**(b) Buyer's Broker:** n/a \_\_\_\_\_ ,  
(Company Name) (Licensee)

\_\_\_\_\_ ,  
(Address, Telephone, Fax, E-mail)

**Buyer** (\_\_\_\_\_) (\_\_\_\_\_) and **Seller** (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by  
303 ☐ **Seller's Broker** ☐ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☐ other (specify)  
304  
305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to  
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
310 Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of  
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to  
314 this Contract):

315 ☐ (A) Arbitration ☐ (E) Seller Warranty ☐ (I) Existing Mortgage  
316 ☐ (B) Section 1031 Exchange ☐ (F) Coastal Construction Control Li ☐ (J) Buyer's Attorney Approval  
317 ☐ (C) Property Inspection and Repair ☐ (G) Flood Area Hazard Zone ☐ (K) Seller's Attorney Approval  
318 ☐ (D) Seller Representations ☐ (H) Seller Financing ☐ Other \_\_\_\_\_

319 **23. ADDITIONAL TERMS:**

320 1. The Closing/Escrow/Title Agent shall be the City Attorney's office -- Folds Walker, LLC, 527 East University Avenue,  
321 Gainesville, FL 32601(352-372-1282 \* closings@foldswalker.com).

322  
323 2. Notwithstanding any other provision herein, the Buyer shall not be obligated to provide any earnest money/escrow deposit provided  
324 for herein until this non-binding offer has been ratified and accepted by the City Commission of the City of High Springs.

325  
326 3. Notwithstanding any other provision herein, the Buyer Escrow Deposit in the amount of \$5,000.00 contemplated in  
327 Paragraph 2, hereof, shall be remitted by the Buyer to the Closing/Escrow upon Buyer's execution of this Agreement.

328  
329 4. The escrow money/deposit provided for herein shall be fully refundable to the Buyer on or before the 7th day following the Effective  
330 Date and thereafter shall be nonrefundable except as otherwise set forth herein.

331  
332 5. Notwithstanding any other provision hereof, any escrow deposit provided for herein shall be fully refundable to the City in the event  
333 the City, despite diligent effort, does not receive funds from the State of Florida, Dept. of State in the amount of at least \$350,000  
334 pursuant to Grant No. 24.h.sc.900.125 on or before August 15, 2024.

335  
336 6. Paragraph 3, Line 29 -- "the 7th calendar day to occur following receipt of written approval by the Florida Department  
337 of State of this transaction and the associated transaction documents".

338  
339 7. Closing shall occur on or before the 28th day following the Effective Date of this contract.  
340  
341

342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**  
343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**  
344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**  
345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**  
346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**  
347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

**Buyer** (\_\_\_\_) (\_\_\_\_) and **Seller** (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.



348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**  
349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**  
350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**  
351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**  
352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**  
353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
357 to do so.

358 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

359 **Jeremy Marshall** Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

360 Title: **City Manager, City of High Springs** Telephone: \_\_\_\_\_

361 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Buyer)

362 \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Buyer)

363 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

364 Buyer's Address for purpose of notice \_\_\_\_\_

365 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

366 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

367 **Bobby Sheffield** Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

368 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

369 \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Seller)

370 **Archie Alan Alligood & Janet Sheffield Alligood** Tax ID No.: \_\_\_\_\_  
(Typed or Printed Name of Seller)

371 Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

372 Seller's Address for purpose of notice: \_\_\_\_\_

373 Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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# New Business Item #3



## Commission Agenda Item Request Form

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**MEETING DATE:** MAY 9, 2024

**SUBJECT:** DISCUSS AND REVIEW BID PROTEST PROCEDURE.

**AGENDA SECTION:** NEW BUSINESS

**DEPARTMENT:**

**PREPARED BY:** CITY CLERK

**RECOMMENDED ACTION:** NO ACTION

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### Summary

AFTER REVIEW OF OUR PURCHASING POLICY IT WAS DETERMINED THAT WE DO NOT HAVE A SET BID PROTEST PROCEDURE IN PLACE. THE ATTORNEY'S OFFICE HAS PUT TOGETHER A POLICY FOR THE COMMISSION'S REVIEW AND INPUT IN ORDER FOR THE CITY TO SET A POLICY FOR BID PROTESTS.

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**ATTACHMENTS:** Protest procedures

**REVIEWED BY CITY MANAGER:**

## **Protests.**

A. *Filing a Protest.* In accordance with the terms and conditions of this section, any actual or prospective bidder, proposer, offeror, respondent, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Director of Finance. A protest must be filed with the Director of Finance in writing within the times set forth in this section. The written protest shall contain the following:

1. City bid/proposal identification number and title;
2. Name and address of the affected party and the title or position of the person submitting the protest;
3. A statement of all claimed disputed issues of material fact. If there are not disputed facts, the formal protest must so indicate;
4. A concise statement of the facts alleged and the rules, regulations, statutes, or constitutional provisions which entitle the affected party to relief;
5. All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the protest;
6. A statement indicating the relief sought by the affected protesting party; and
7. Any other relevant information that the affected party deems to be material to the protest.

B. *Costs.* The protestor shall be liable for all of its own costs and expenses incurred related to a protest, including all appeals.

C. *Time for filing a Protest.* A protest must be filed within three (3) calendar days after such aggrieved person knows or should have known of facts giving rise thereto; provided, however that:

1. Any protest with respect to the terms, conditions, specifications, or procedures contained in a solicitation must be filed by the date established by the Director of Finance and set forth in the solicitation. If no date is established for such protests in the solicitation, such a protest must be filed no later than 5:00pm seven (7) calendar days after the posting of the solicitation or the addendum containing the provision at issue.

2. No protest of any kind with respect to a solicitation or contract may be filed more than seven (7) calendar days after the City posts its intended action to make an award or setting forth the final recommended rank order of respondents to a solicitation or request.

3. Notwithstanding anything herein to the contrary, no protest may be filed or heard after the contract award has been approved by City Commission, or the contract has been fully executed if City Commission approval is not necessary.

D. *Prohibited Challenges.* Notwithstanding anything in this section to the contrary, the following matters may not be protested:

1. If the City elects in its sole discretion to weight solicitation evaluation criteria or adopt a formula for evaluation, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the City, or the formula adopted for evaluation. If the City elects in its sole



discretion not to weight solicitation evaluation criteria or to adopt a formula for evaluation, a protest may not challenge such elections.

2. A protest may not challenge a decision or action of the City cancel or reject solicitations, requests or bids.

*E. Director of Finance's Decision.* The Director of Finance shall attempt to settle or resolve protests, with or without a meeting or hearing, at the option of the Director of Finance. The Director of Finance may request information from, and speak individually or collectively to, any people or entities having information relevant to the protest, including but not limited to the protestor and other respondents to a solicitation. Copies of the protest and other records may be provided to any person or entity as deemed appropriate by the Director of Finance. The protesting party may not provide additional evidence or otherwise amend its protest after timely filing of a written protest without the approval or request of the Director of Finance granted prior to a written decision being rendered on the protest. The Director of Finance shall render a written decision on the protest within thirty (30) calendar days following receipt of the protest, including any supplemental protest materials that the City accepts as part of the protest. The time for rendering a written decision may be extended by the City Manager in the best interest of the City.

*F. Appeal of the Director of Finance's Decision.* Any person aggrieved by the decision of the Director of Finance may appeal to the City Manager within seven

(7) calendar days from the date of the Director of Finance's written decision. Said appeal shall be in writing and shall state with specificity the grounds therefor and the action requested of the City Manager. Said appeal shall be based solely upon the issues, arguments, information, and evidence before the Director of Finance at the time of the written decision on the protest was issued. New issues, arguments, information, or evidence may not be submitted. The City Manager shall attempt to settle or resolve the matter, with or without a meeting or hearing, at the option of the City Manager. The City Manager may request information from, and speak individually or collectively to, any person or entity having information relevant to the matter, including but not limited to the appealing party and other respondents to a solicitation, if any. Copies of the protest, appeal and other records may be provided to any person or entity as deemed appropriate by the City Manager. The City Manager shall render a written decision on the appeal within thirty (30) calendar days following receipt of the appeal, or notify the appealing party within said thirty (30) day period that additional time is required before a decision will be rendered.

*G. Finality.* A final decision by the City Manager under this section shall be conclusive, shall represent the position of the City, and shall not be further appealable within the jurisdiction of the City.

*I. Timeliness; Jurisdiction.* Timely filing of the protest and/or appeals is jurisdictional. Notwithstanding any provision of this section to the contrary, in the event that the final day for a City employee or official to respond or for a person to file a protest or appeal with the Director of Finance or City Manager falls on a Saturday, Sunday, a City observed holiday, or other day that the City is closed for business, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, City observed holiday, or other day that the City is closed. Any notice, filing, or other submission received by the City after the close of

the City's business hours at 5:00 p.m. local time, shall be deemed received by the City effective as of the next business day of the City.

*J. Stay Pending Protest and Appeal.* In the event of a timely protest and/or appeal, the City, in its sole discretion, may not proceed further with the solicitation or with the award of the contract. In such event, the Director of Finance may forward to the City Manager a written request to award the contract without delay in order to protect the public health, welfare or safety, and such request is approved by the City Manager.

*K. Reservation of Rights.* Nothing in this section shall be deemed to preclude the City at any time in its discretion from raising and considering any issue related to a solicitation or award, requesting or accepting additional information, or resolving any protest or subsequent appeal on any ground or basis as may be in the best interest of the City.