

**SNEADS TOWN COUNCIL
REGULAR MEETING
JANUARY 10, 2023**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, January 10, 2023, at 6:00 p.m.

Tony Money called the meeting to order with the following present:

Tony Money, Angela Locke and Donovan Weeks, Council Members
Lee Garner, Town Manager
Mike Miller, Police Chief
Sherri Griffin, City Clerk
Danielle Guy, Deputy Clerk

And the following were absent:

Mike Weeks and George Alexander, Councilmen
Daniel Cox, Attorney

All stood for the Pledge of Allegiance.

Donovan Weeks made a motion to approve the Consent Agenda as presented. Angie Locke seconded. All voted aye.

1. Minutes for December 2022
2. Financial Statements and Budget Review Summary
3. Pay Approved Bills

Agenda # 4, Revised Lease #4864-001 for DEP Sprayfield Operations was presented for approval. (See attached) This revised lease would be adding another 50 years to the lease. After discussion, Donovan Weeks made a motion to approve Lease #4864-001 as presented. Angie Locke seconded. All voted aye.

Agenda #5 and 6, regarding the use of sick leave and employees resigning on good terms and other personnel policy changes, were tabled.

Agenda #7, Consideration of Land Use Change for property at 2023 River Rd. Attorney David Weiss, who represents Four Points Liquors came before the Council. He stated that he had had a conversation with Town Attorney Cox and it was agreed that the current zoning of the location was residential from all records that have been researched. After some discussion and questions by members of council and Town Manager, it was agreed that the current location is indeed residential and if we get an application for land use change, this item can be brought back to council, but as of now, no further action will be taken.

Agenda #8, **Resolution #23-01**, to hold an election and elect members for Groups III, IV and V, was presented for approval. Also presented was an Election Agreement with the Jackson County Supervisor of Elections Office. (See attached) this would appoint the JCSO over the Sneads election. They would take care of everything except for the qualifying. After discussion, Angie Locke made a motion to approve both Resolution #23-01 and the Agreement with the Jackson County Supervisor of Elections Office as presented. Donovan Weeks seconded. All voted aye.

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Agenda #9, Amendment to the Fire Protection Ordinance #2023-01, was tabled.

Agenda #10, Recreation Department- no one present.

Agenda #11, Town Manager Report as follows: (See attached)

- Finalizing the new purchasing agreement with the Attorney, once the thresholds amounts are agreed on, you will be provided with those amounts.
- Sneads Park- Received word they are in the process to approve the Boat dock.
- Sneads Elementary School- Petition going on to keep the school here in Sneads. Will be attending the JCSB meeting and presenting the petitions we have so far.
- We have several grants we are just waiting for the final word on approval for.

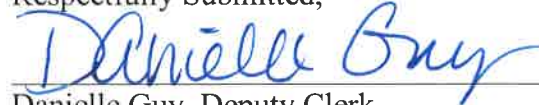
Agenda #12 and 13, none

Agenda #14, Public Comments:

Ron Mansfield
Jessica Nabors
Timmy Perry
Vance Coley

Donovan Weeks made a motion to adjourn at 6:45 pm.

Respectfully Submitted,



Danielle Guy, Deputy Clerk

APPROVED:

Tony Money, COUNCIL VICE PRESIDENT

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Budget Summary

GENERAL FUND

DECEMBER- Revenues are 4.39% **below** budgeted amount. Expenditures are 8.31% **above** budgeted amount.

GAS TAX

DECEMBER- Gas Tax County is 15.41% **above** budgeted amount. Local Option Gas Tax is 4.91% **above** budgeted amount. Expenditures are less than 1% **above** budgeted amount.

SOLID WASTE

DECEMBER – Garbage revenues are 1.31% **above** budgeted amount. Expenditures are less than 1% **below** budgeted amount.

WATER AND SEWER

DECEMBER-ACI Sewer is 2.89% **below** budgeted amount. Water Sales and Sewer Sales are in line with budgeted amount. Expenditures are 5.51% **above** budgeted amount.

RECREATION FUND

December- Revenues are above budgeted amount. Expenditures are below budgeted amount.

This Sublease was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 44188

OAS1
[26.43 +/- acres]

**PRISON REHABILITATIVE INDUSTRIES
AND DIVERSIFIED ENTERPRISES, INC.**

SUBLEASE AGREEMENT

Sublease Number 4864-001

THIS SUBLEASE AGREEMENT, is made and entered into this ____ day of _____, 20____, between the **PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC., a Florida not for profit corporation, d/b/a PRIDE ENTERPRISES,** hereinafter referred to as "SUBLESSOR" and the **TOWN OF SNEADS, FLORIDA, a Florida municipal corporation,** hereinafter referred to "SUBLESSEE."

WITNESSETH

In consideration of the covenants and conditions set forth herein, SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("TRUSTEES") and is currently managed by SUBLESSOR under TRUSTEES' Lease Number 4864.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease agreement, is situated in the County of **Jackson**, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "subleased premises".
3. **SUBLEASE TERM:** The term of this sublease shall commence on Nov 30, 2022 and end on November 30, 2072, unless sooner terminated pursuant to the provisions of this sublease.
4. **PURPOSE:** SUBLESSEE shall manage the subleased premises only for the establishment and operation of spray irrigation, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 7 of this sublease.

DELEGATION OF AUTHORITY ACTION

DOA Number: DSL - 21 **Lease No.** 2675
Action ID: 44184 **Instrument No.** 2675-01
Type of Action: New Lease Road Right-of-Way Reservation
 Amendment Easement Canal Reservation
 Release Sublease Oil and Mineral Reservation
 Partial Release Use Agreement Other

Project Name: Release of Sublease 2675-01
Title Worksheet ID: NA **LITS Surplus ID:** NA

Applicant: Town of Sneads, Florida

County/Location: Jackson

S/T/R: 35-4N-7W

Acreage: 42.81 acres +/-

Consideration: NA

Received:
Date: NA


Conservation Lands	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Name of Facility/Park/Trail: <u>NA</u>		
<input type="checkbox"/> ARC/Mini-ARC Approval	Date: <u>NA</u>	
NPB/Additional Comp. Amount: <u>NA</u>		
<input type="checkbox"/> Satisfied per land manager	Date: <u>NA</u>	

STAFF REMARKS

This ROS is part of a Lease clean up project. Sublease 2675-01 will be replaced with Action number 44188 Sublease 4864-01 to the Town of Sneads for the spray field area.

ONLY EXECUTE WITH THE FOLLOWING ACTIONS:

- 1.) 44186 - Lease 4864 - PRIDE
- 2.) 44433 - Release of Lease 2675 - DOC
- 3.) 44185 - Release of Sublease 2675-003 - PRIDE
- 4.) 44188 - Sublease 4864-001 - Town of Sneads

Jay Sircy Digitally signed by Jay Sircy
Date: 2021.10.08
11:39:45 -04'00'
 Originator Date
 10/11/21
 OMCM Date

Gary L. Ballard Digitally signed by Gary L. Ballard
Date: 2021.11.04
15:00:56 -04'00'
 DEP Attorney Date
 Digitally signed by Brad Richardson
Date: 2022.12.01
10:57:36 -05'00'
 Executing Authority Date



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

12/09/2022

Town of Sneads, Florida
Attn: Mr. Lee Garner
P.O. Box 159
Sneads, Florida 32460

RE: Release of Sublease 2675-01
Action No. 44184

Dear Mr. Garner,

Enclosed is a fully executed original of the above referenced Release of Sublease for your records.

Thank you for your assistance and cooperation in this matter. Should you have any questions, please contact me at (850) 245-2625 or Jay.Sircy@FloridaDEP.gov.

Sincerely,

Jay Sircy
Bureau of Public Land Administration
Division of State Lands
State of Florida Department of Environmental Protection

/js

This Release of Sublease was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 44184

ROSL1

STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

RELEASE OF SUBLEASE NUMBER 2675-01

**STATE OF FLORIDA
COUNTY OF JACKSON**

The undersigned sublessee on the 1st day of December, 2022, does hereby quitclaim, release and surrender unto sublessor all right, title and interest in and to the subleasehold estate in the lands described in attached Exhibit "A" which are subleased under Sublease Agreement Number **2675-01**, dated May 22, 1986, between the **STATE OF FLORIDA DEPARTMENT OF CORRECTIONS**, as SUBLESSOR, and **TOWN OF SNEADS, FLORIDA**, a Florida municipal corporation, as SUBLESSEE, effective the day 1st of December, 2022.

This release may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This space intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the parties have caused this Release of Sublease to be executed on the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF CORRECTIONS

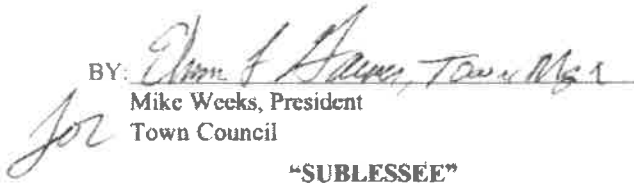
(SEAL)

BY: _____
Trueby Bodiford, Director of Purchasing

"SUBLESSOR"

**TOWN OF SNEADS, FLORIDA, a Florida
municipal corporation**

(SEAL)

BY:  _____
Mike Weeks, President
Town Council
"SUBLESSEE"

Consented to by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on the _____ day of _____, 20_____.

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

By: _____
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

APPROVED SUBJECT TO PROPER EXECUTION

By:  _____ 02-14-2022
DEP Attorney Date

EXHIBIT "A"
SUBLEASE AGREEMENT

(7)2675

THIS AGREEMENT, made this 22 day of May, 1986, by and between the State of Florida Department of Corrections, hereinafter called "SUBLESSOR", and the Town of Sneads, hereinafter called "SUBLESSEE".

WITNESSETH

WHEREAS, the SUBLESSOR is the lessee of certain property, hereinafter described, by Lease No. 2675 from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter called "BOARD", for health and rehabilitative purposes; and

NOW THEREFORE, subject to the terms and conditions and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DESCRIPTION OF PREMISES: The SUBLESSOR does hereby sublease to the SUBLESSEE, for the purpose of use for spray irrigation, that certain property, hereinafter called the "property", more particularly described in Exhibit A attached hereto and made a part hereof.
2. TERM: The SUBLESSEE shall have and hold the property for a period of Forty (40) years from the date first above written. If construction of the spray irrigation system does not begin within one (1) year from the date of this agreement or if at any time the property is no longer used for spray irrigation, this Sublease shall automatically terminate, subject to the provisions of Paragraph 13 herein.
3. RIGHT OF USE: The SUBLESSEE shall have the right to enter upon said property for all purposes necessary to the full enjoyment of the rights herein conveyed to it.
4. GRAZING LICENSE: In consideration of the agreement herein by Prison Rehabilitative Industries and Diversified Enterprises, Inc. (P.R.I.D.E.) to release their Sublease with the SUBLESSOR as to the land referred to in this Sublease, all parties to this Sublease agree herewith that P.R.I.D.E. may continue to graze their cattle undisturbed upon the said land during the term of this Sublease or as provided by provision 14 of this Sublease, so long as

the use by P.R.I.D.E. does not interfere with the spray irrigation use by the Town of Sneads. It is understood by all parties to this Sublease that P.R.I.D.E. covenants not to sue the State of Florida or any of its agencies, representatives or employees for any damages to P.R.I.D.E.'s cattle or cattle operations resulting from any act or omission of the construction and operation of the spray irrigation system.

5. CONFORMITY: This Sublease shall be subject to all the terms and conditions of said Trustees Lease Agreement Number 2675 attached hereto as Exhibit B, and the SUBLESSEE shall through its agents and employees prevent the unauthorized use of the property of any use thereof not in conformance with this Sublease.

6. ASSIGNMENT: This Sublease is for the purposes specified herein, and any rights and privileges conferred herein shall not be assigned or transferred by the SUBLESSEE without prior written approval of the SUBLESSOR and the BOARD.

7. COORDINATION OF ACTIVITIES: Any activities of the SUBLESSEE which may affect the SUBLESSOR's land and facilities outside the confines of the property, shall be coordinated with the SUBLESSOR. The SUBLESSEE shall at all times fully satisfy all health and other requirements in the operation of its spray irrigation operation.

8. PLACEMENT AND REMOVAL OF IMPROVEMENTS: The SUBLESSEE shall have the right to construct and maintain such structures and improvements as are necessary to the purpose as stated in Paragraph 1 herein. Upon cessation of use of said property by the SUBLESSEE, the SUBLESSEE agrees to leave all fixed improvements for the use of the SUBLESSOR and to put no claim upon said fixed improvements; or, at the option of the SUBLESSOR, may agree to remove any or all improvements on the property at the SUBLESSEE's expense. The SUBLESSEE shall ensure that all such improvements shall be free and clear from all claims and liens of every nature at the time of termination of the Sublease.

9. INCURRED COSTS: All costs of construction, operation, maintenance, use and restoration of the property including removal of improvements, shall be the sole responsibility of the SUBLESSEE. The SUBLESSEE agrees to assume all responsibility for liabilities that accrue

to the property, including any and all existing and future taxes, assessments, duties, impositions or special assessments of every kind and description which are now or may hereafter be lawfully assessed and levied against the property or any improvements during the effective period of this Sublease Agreement. The title interest of the BOARD shall not be subjected to any liens of any kind or nature.

10. REPAIR AND MAINTENANCE: The SUBLESSEE shall at all times keep the property clean, maintained and in good state of repair to the satisfaction of the SUBLESSOR.

11. RIGHT OF INSPECTION: The SUBLESSOR or its duly authorized agents shall have the right at any time to inspect the property and the works and operation of the SUBLESSEE in any matter pertaining to this Sublease. Should the SUBLESSEE fail to keep and perform any of its covenants, the SUBLESSOR shall give ninety (90) days written notice requiring the satisfactory correction of that failure. Any failure to effect the correction during the ninety (90) day period shall give the SUBLESSOR the right to terminate this Sublease Agreement upon thirty (30) days written notice to the SUBLESSEE.

12. LIABILITY AND INSURANCE: The SUBLESSEE hereby agrees to indemnify and hold the SUBLESSOR and the BOARD harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with the SUBLESSEE's use and occupancy of the property and shall investigate all claims of every nature at its own expense. In addition, the SUBLESSEE shall carry insurance with limits comparable to \$300,000 combined limits or more throughout the term of this Sublease against the following:

(a) Claims of every nature for personal injury or property damage involving any person or property upon or about the property. Said insurance shall carry extended coverage naming the SUBLESSOR and BOARD as an additional insured.

(b) Any and all loss or damage to the property or improvements placed thereon as may be included in the broadest form of extended coverage insurance available in an amount not less than the full insurable value. The SUBLESSEE shall deposit with the SUBLESSOR certificates for all insurance provided for in

this Sublease or copies of policies for such insurance prior to the commencement of this Sublease and shall continue to furnish such copies of certificates annually.

13. COMPLIANCE: The SUBLESSEE agrees to comply with all lawful requirements, rules, regulations, laws, and ordinances, of any legally constituted authority which in any way affect the leased property now and in the future.

14. TERMINATION: This Sublease shall terminate at the sole option of the SUBLESSOR and the SUBLESSEE shall immediately surrender up the property to the SUBLESSOR, when and if said property, including lands and improvements, shall cease to be used in accordance with the purpose and provisions stated herein or upon abandonment or failure to use the property for a period of six (6) months. Termination shall be effective upon written notice of the SUBLESSOR to the SUBLESSEE, except where otherwise stated herein. Upon termination for any reason, the SUBLESSEE further agrees that any building on the premises will meet the following conditions upon release:

(a) The premises shall meet the building and safety codes in the location situated.

(b) All utility fees will be properly disposed of, including having utilities turned off. Prior to formal release, the SUBLESSOR shall perform an on site inspection and any keys shall be turned over at that time. If the premises does not meet all conditions agreed upon, the SUBLESSEE shall reimburse the SUBLESSOR for any expenses incurred in meeting the prescribed conditions.

15. MANAGEMENT PLAN: The SUBLESSEE shall be directly responsible for preparing a management plan in accordance with Section 253.034, Florida Statutes, and Chapter 16Q-23.07, Florida Administrative Code, within twelve (12) months of the execution date of this Sublease Agreement and it shall be submitted, through the SUBLESSOR, to the BOARD and the Land Management Advisory Committee, when applicable, for approval. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by the SUBLESSOR, SUBLESSEE, and the BOARD at least every five years. The SUBLESSEE shall

not use or alter the property except as provided for in the approved Management Plan.

IN WITNESS WHEREOF, this 21st day of May, 1986.

(SEAL)
FLORIDA DEPARTMENT
OF CORRECTIONS

James C. Kithell
Witness
Barbara W. Longo
Witness

SUBLESSOR

FLORIDA DEPARTMENT OF CORRECTIONS

BY: L. L. Wainwright
Name: ROUIE L. WAINWRIGHT
Title: SECRETARY

IN WITNESS WHEREOF, this 22nd day of May, 1986.

(SEAL)
TOWN OF SNEADS

Linda F. Henderson
Witness
Barbara McAlpin
Witness

SUBLESEE

TOWN OF SNEADS
Jackson County, Florida

BY: N. G. Conrad
Name: N. G. CONRAD
Title: PRESIDENT

IN WITNESS WHEREOF, this 14th day of MAY, 1986.

(SEAL)
P.R.I.D.E.

Jancy D. Kelly
Witness
Martha B. Pagan
Witness

LICENSEE:

PRISON REHABILITATIVE INDUSTRIES
AND DIVERSIFIED ENTERPRISES, INC.
(P.R.I.D.E.)

BY: J. M. Glass
Name:
Title: President

Approved for Compliance
with Chapter 253, F.S.

By: Joel C. Woelf

Approved as to Form and Legality

By: Enid Vargas
Date: Annual Council, Fla. DC, 5/20/86

Pursuant to paragraph 8 of Lease No. 2675, this sublease is hereby approved this 22 day of May, 1986.

(SEAL)
BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT
TRUST FUND

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND

BY: Elton J. Gissendanner
Elton J. Gissendanner,
Executive Director, Department
of Natural Resources, as agent
for the Board of Trustees of
the Internal Improvement Trust
Fund, under delegation from
the Board of Trustees in Item
8, Agenda of March 2, 1983.

Approved as to Form and Legality

By: Enid Vargas 5/22/86
Page 5

EXHIBIT A

DESCRIPTION:

That part of the Southwest 1/4 of the North east 1/4 of Section 35, Township 4 North, Range 7 West, Jackson County, Florida, more particularly described as follows: Begin at the Southeast corner of the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35; thence Northerly along the East boundary of said Southwest 1/4 of the Northeast 1/4 720 feet more or less to a point 100 feet South of the Southerly right of way of the L and N Railroad; thence Northwesterly along a line parallel to and 100 feet South of said Southerly right of way line of the L and N Railroad 1,360 feet more or less to the West boundary of said Southwest 1/4 of the Northeast 1/4; thence Southerly along said West boundary of the Southwest 1/4 of the Northeast 1/4 1,100 feet more or less to the Southwest corner of said Southeast 1/4 of the Northeast 1/4; thence easterly along the South boundary of the Southwest 1/4 of the Northeast 1/4 1,279.50 feet more or less to the Point of Beginning; containing 26.7 acres, more or less, BETTER DESCRIBED AS:

COMMENCE at an existing concrete monument marking the Southeast corner of Section 35, Township 4 North, Range 7 West, Jackson County, Florida, thence South 78 degrees 21 minutes 05 seconds West a distance of 522.51 feet to an iron rod, thence North 67 degrees 42 minutes 47 seconds West a distance of 1,125.91 feet to an iron rod, thence North 03 degrees 56 minutes 49 seconds East a distance of 1,249.28 feet to an iron rod, thence North 01 degrees 00 minutes 50 seconds West a distance of 1,063.22 feet to a concrete monument and call this the POINT OF BEGINNING, thence North 01 degrees 35 minutes 04 seconds West a distance of 707.73 feet to a concrete monument set 100 feet south of the Southerly right of way of the L&N Railroad, thence North 76 degrees 42 minutes 18 seconds West parallel to the Southerly right of way of said railroad a distance of 1,366.13 feet to a concrete monument set on the approximate Easterly right of way of an existing graded county road, thence South 03 degrees 48 minutes 30 seconds East along the approximate Easterly right of way of said road a distance of 1,070.42 feet to an existing concrete monument, thence North 87 degrees 55 minutes 10 seconds East a distance of 1,279.04 feet to the POINT OF BEGINNING.

This parcel contains 26.43 acres more or less and is located in the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 4 North, Range 7 West, Jackson County, Florida.

The above described parcel is subject to an existing powerline along the Westerly side of said property.

**A RESOLUTION CALLING FOR AN ELECTION
FOR THE TOWN OF SNEADS, FLORIDA**

WHEREAS, it is necessary that an Election be called to elect **three** Council members for a regular term of two years for the Town of Sneads, Florida, City Council.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA:

That an Election for the Town of Sneads, Florida, for the election of **three** Council members for a regular term of two years is hereby called to be held on **Tuesday, April 11, 2023**, at the City Hall in the Town of Sneads, Florida, and

That each person qualifying for the offices mentioned above shall be qualified residents of the Town of Sneads, Florida, and shall be duly registered in the Registration Books for voters in the Town of Sneads. That the ballot shall be so prepared for said election that the names of the candidates for the **three** Council members to be elected for the full term of two years shall be placed on the ballot or voting machine in **Group III, IV and V**, each candidate for the position of Council member shall qualify in one of such groups.

The designation "Council member" shall be printed on the ballot over each numbered group and each numbered group shall be clearly separated from the next numbered group so as to emphasize the necessity for voting for one candidate in each of the numbered groups.

An election shall be held on **April 11, 2023**. If a candidate for a Council Group receives a majority of the votes cast for all candidates for election for such office or if he/she has no opposition, he/she shall be declared elected for such office.

That each person who desires his/her name be placed on the ballot to be a candidate for the offices mentioned shall file his/her application in writing for his/her name to be placed upon said ballot with the City Clerk of the Town of Sneads, and shall, at the time of filing such application, pay the City Clerk an amount equal to 5.0% of the annual expense account of office being sought. All such fees paid shall be placed in the General Fund Account of the Town of Sneads, from which the expenses of holding the Town elections are paid. Filing of such applications shall begin at 7:00 a.m. on Monday, **February 20, 2023**, and shall end at 12:00 noon on Friday, **February 24, 2023**.

That any person who possesses the qualification to become a qualified elector or who is a qualified elector for the State and County elections in the State of Florida and in the County of Jackson, and who is a bona fide resident of the Town of Sneads, Florida, and who shall be duly registered in the Registration Book for voters in the Town of Sneads, Florida, shall be qualified to vote in said election.

We hereby appointed the **Jackson County Supervisor of Elections Office** over the Sneads Town election herein called. The polls shall open at 7:00 a.m. and close at 7:00 p.m.

ADOPTED, by the Town Council of the Town of Sneads, Florida this **10th** day of **January 2023**.



MIKE WEEKS -PRESIDENT, TOWN COUNCIL

ATTEST:



CITY CLERK

ELECTION SERVICES AGREEMENT

This agreement entered into this 10th day of January 2023, between the TOWN of SNEADS a Florida municipal corporation, hereinafter "TOWN" and CAROL A. DUNAWAY, as Supervisor of Elections of JACKSON County, Florida, hereinafter "SUPERVISOR", witnesseth;

1. **SCOPE OF SERVICES.** The SNEADS Town Election to be held April 11, 2023, in a manner which is in compliance with the Election Laws of the State of Florida and the Town of SNEADS.

The Supervisor shall provide the following services:

- a. Advertise the Notice of Election, the Canvassing Board Schedule, Sample Ballot, and the Post-election audit.
- b. Coordinate the coding of all ballots with Election Systems and Software.
- c. Deliver, Set-Up, and Remove the Voter Check-In Devices (EViD), Digital Scan Equipment (DS200) for ballot tabulation and the Express Vote (ADA ballot marking device).
- d. Select, train, and pay all poll workers needed for the election.
- e. Assist the Canvassing Board in conducting the Logic and Accuracy testing of the DS200 and Express Vote on a day selected by the SUPERVISOR.
- f. Provide technical support by phone or on-site, if needed, for the EViD, DS200, and Express Vote.
- g. Mail, receive, and secure all Vote-By-Mail ballots.
- h. Conduct post-election audit.
- i. Physically and digitally maintain all election records in accordance with the rules governing election records maintenance.

The Town of SNEADS agrees to provide the following services:

- a. Qualify all candidates according to Election Code and the Sneads Charter and receive and process all financial reporting for the qualified candidates.
- b. Provide the Supervisor with the names of the Canvassing Board members, on or before January 30, 2023.
- c. Agree to proof ballot within 24 hours of receiving the proof. If proof received during a holiday or weekend, agree to proof ballot within 24 hours of return to office. Failing to proof the ballot in the time outlined above could result in additional fees related to the coding of the ballot.
- d. Educating their community that all Vote-By-Mail ballots must be returned to the Supervisor of Elections office prior to 7:00PM on Election Day. The ballots can be mailed or dropped off at the Supervisor of Elections office.


2. COMPENSATION FOR SERVICES.

- a. The Supervisor shall be compensated for conducting the SNEADS Town Election on April 11, 2023, in the amount of \$600 plus the following reimbursed expenses of which itemized invoices will be provided to the town clerk:
 - b. All postage for Vote-By-Mail ballots.
 - c. All expenses related to coding of the ballot by Election Systems and Software.
 - d. All expenses for poll workers.
 - e. All expenses for truck rental for delivery of equipment. If truck is used to deliver equipment to more than one town on the same day, your town will pay a pro rata share of the truck rental expense.
 - f. All expense related to advertising as outlined in Section 1.a.
 - g. Within 10 days of the completion of the election, the Town of Sneads will be provided an itemized invoice of the expenses incurred by the Supervisor of Election in order to conduct their municipal election.

3. TERM. This Agreement shall become effective on the date of its approval and shall only be effective for the Town of SNEADS to be held on April 11,

2023. Nothing herein shall be deemed to constitute an undertaking of any obligation or responsibility to any person, firm or corporation not a party to this agreement (other than as would otherwise accrue under the law) to take any action or refrain from any action with respect to compliance with any other requirements of law. Nothing herein shall be deemed to waive any immunity from suit (in agreement, in tort, or otherwise) that might accrue in favor of the Town or the Supervisor. The Town or the Supervisor do not intend, by any provision hereof, to create any rights or benefits in favor of any person, firm or corporation not a party to this agreement.

Carol A. Dunaway
SUPERVISOR OF ELECTIONS


CHAIRMAN
Board of City Commissioners
Town of Sneads


MAYOR ~~TOWN MANAGER~~
Town of Sneads

ATTESTED:


Clerk



Town of Sneads

PO Drawer 159

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January 5, 2023

MEMO TO: Council President and Councilmembers

SUBJECT: Town Manager's Report to Council – January 2023

1. Attached please find a copy of Delegation of Authority Action from FDEP regarding the release of old lease agreement for the spray field that had stringent requirements for cattle grazing restrictions which both DEP and the Town deemed excessive. This new lease number 4864-01 cleans up the language in the old lease and provides for another fifty (50) year lease, expiring in 2072. The Town Attorney has reviewed and recommends council approval. I have a copy of the entire agreement with me if anyone desires to read the entire 34 pages.
2. Attached please find a copy of letter and tentative district educational facilities plan from Jackson County School Board, with my response. I will gather all the petitions we have as of January 11th and deliver them to the school board at their work session on January 12th at 4:30 PM. As you can see from my response to Attorney Milton, we are on record as opposing the opening of a new school in Grand Ridge. Depending on how many petitions we get, will dictate what the next step will be in this process.
3. Also, please find a copy of the proposed change(s) to our Personnel Policy for your approval. We have discussed the requirement for a written notice to resign, but not the sick leave transfer policy. This is the same policy used by Chattahoochee and Marianna and has been looked over by the Town Attorney. It is just another way we can say thank you to our employees in case of major catastrophic injury or illness. I request you approve these changes.
4. Town Attorney will discuss the action item No. 4 regarding land use at 2023 River Road.
5. We have not finalized the new purchasing agreement that was approved by council at last meeting pending establishment of category threshold amounts with our consultant approved by Town Attorney. Once the thresholds are agreed to, you will be provided the amounts.
6. We are still in negotiation with Corps of Engineers in Mobile regarding lease of other section of Sneads Park and will update you as they progress. At the current time, our consultant and me are in the process of preparing a plan of use for the property to provide the Corps for further consideration.
7. I want to express the condolences of all the citizens of the Town to Council President Weeks on his recent loss.


LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Town Attorney