

**SNEADS TOWN COUNCIL
REGULAR MEETING
DECEMBER 10, 2024**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, December 2024, at 6:00 p.m.

Angie Locke called the meeting to order with the following present:

Angie Locke, Tony Money,
Kay Neel and Timmy Perry, Council Members
Daniel Cox, Attorney
Bill Rentz, Town Manager
Tyler Weeks, Police Chief
Sherri Griffin, City Clerk
Danielle Guy, Deputy Clerk

And the following were absent:

Mike Weeks, Councilman

All stood for the Pledge of Allegiance.

Tim Perry made a motion to approve the Consent Agenda as presented. Tony Money seconded. All voted aye.

1. Minutes for **November** 2024
2. Financial Statements and Budget Review Summary
3. Pay Approved Bills

Agenda #4, Election Agreement with Jackson County Supervision of Elections Office. (See attached) Tony Money made a motion to approve the agreement as presented. Kay Neel seconded. All voted aye.

Agenda #5, Pipeline Crossing License. (See attached) Attorney Cox explained this license is a lump sum payment of \$75,000 to be paid out of the WWTP Grant for the upgrade pipeline crossing to the railroad. Tim Perry made a motion to approve the license agreement as presented. Tony Money seconded. All voted aye.

Agenda #6, Melvin Engineering Updates. Hunter Potts presented Council with Grant Project updates. (See attached)

Agenda #7, **Resolution #24-13**, Election Resolution. To hold an election and elect members for Groups III, IV and V, was presented for approval. Tim Perry made a motion to approve the Resolution #24-13 as presented. Tony Money seconded. All voted aye.

Agenda # 8, Sneads Recreation Board. No report.

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Agenda #9, Town Manager Report as follows: (See attached) Mr Rentz stated that the town had been approved for a \$84,000+ RIF Grant from Apalachee Regional Planning Council to replace the town's water well head and electrical panel. He asked for approval to allow for sole source contracting to do the work without going out to bid, since they already do work for us, know our need, and have it ready to go. Tony Money made a motion to approve the sole source contract without bidding process. Tim Perry seconded. All voted aye.

Mr Rentz stated that the town has several grants that are coming that require payment up front. In order for the town to stay afloat, we will need to acquire a bridge loan to cover these cost until we get reimbursement. Tony Money made a motion to approve the town to get a bridge loan. Tim Perry seconded. All voted aye.

Mr Rentz asked for a door prize of one month utility bill for the Jackson County Ag Center. This will only be if one of our customers register and win. Tony Money made a motion to approve the door prize. Kay Neel seconded. All voted aye.

Agenda #10, Attorney Cox. No report.

Agenda #11, Police & Fire. Chief Weeks stated his computer had crashed therefore he had no report. He informed Council that he had an Officer out because they were involved in a shooting where they were backing up Chattahoochee Police Department. As soon as FDLE finish their investigation they will be back.

Agenda #12, Council Members.

Kay Neel stated that the Christmas decorations look good in town, and she would like to do another fundraiser for Christmas lights after the new year.

Angie Locke asked that we look into getting a shade at the ballpark for the playground.

Agenda #14, Public Comments:

Kathy Leigh, First Ladies of Sneads, is helping the Town after the parade at the festival. She stated they had already got several donations from business owners to give the kids toys. She asked the town for a donation. Tony Money made a motion to donate \$1,000. Tim Perry seconded. All voted aye.

Tony Money made a motion to adjourn at 7:03 pm.

Respectfully Submitted,



Danielle Guy, Deputy Clerk

APPROVED:

MIKE WEEKS, COUNCIL PRESIDENT

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Budget Summary

GENERAL FUND

NOVEMBER- Revenues are 3.36% **below** budgeted amount. Expenditures are in line with budgeted amount.

GAS TAX

NOVEMBER- Gas Tax County -Revenues are 13.76 **below** budgeted amount. Local Option Gas Tax is 3.74% **above** budgeted amount. Expenditures are in line with budgeted amount.

SOLID WASTE

NOVEMBER- Garbage revenues are at budgeted amount. Expenditures are less than 1% **above** budgeted amount.

WATER AND SEWER

NOVEMBER-ACI sewer is 2.44% **above** budgeted amount. Water sales are less than 1% **below** budgeted amount. Sewer Sales are 2.06% **below** budgeted amount. Expenditures are less than 1% **above** budgeted amount.

RECREATION FUND

NOVEMBER- Revenues are above budgeted amount. Expenditures are in line with budgeted amount.

ELECTION SERVICES AGREEMENT

This agreement entered into this _____ day of _____ 202____, between the **CITY of SNEADS** a Florida municipal corporation, hereinafter "CITY" and CAROL A. DUNAWAY, as Supervisor of Elections of JACKSON County, Florida, hereinafter "SUPERVISOR", witnesseth;

1. **SCOPE OF SERVICES.** The **SNEADS** City Election to be held April 08, 2025, in a manner which is in compliance with the Election Laws of the State of Florida and the City of **SNEADS**.

The Supervisor shall provide the following services:

- a. Advertise the Notice of Election, the Canvassing Board Schedule, Sample Ballot, Logic and Accuracy Testing, 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 process payroll for election workers.
- e. The Supervisor of Elections shall serve on the Canvassing Board and oversee 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. Process all requests for Vote-By-Mail ballots: mail out, receive, and secure all Vote-By-Mail ballots.
- h. In coordination with all members of the Canvassing Board, the Supervisor or Elections shall conduct a post-election audit.
- i. Physically and digitally maintain all election records in accordance with the rules governing election records maintenance.

The City of **SNEADS** agrees to provide the following services:

- a. Qualify all candidates according to the Election Code and the **CITY of SNEADS** Charter, to include advertisement for the qualifying period. Must provide a copy of the ad to the SOE office.
- b. Qualifying week should be held the last week of February 17th, 2025, to ensure the coding of the ballot is completed timely, unless your charter states a specific date for qualifying.
- c. The Supervisor of Elections shall serve on the Canvassing Board and the city shall provide the names of two members of the Canvassing Board to the Supervisor on or before February 21st, 2025.
- d. Agree to proof ballot within 24 hours of receiving the proof. If a proof is received during a holiday or weekend, agree to proof ballot within 24 hours of resuming normal business hours. Failing to proof the ballot in the time outlined above could result in additional fees related to the coding of the ballot.
- e. 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 and that Vote-By-Mail ballots cannot be returned to city hall. The ballots can be mailed or dropped off at the Supervisor of Elections office during normal business hours with the exception of Election Day in which the SOE office will be open until 7:00 pm.

2. COMPENSATION FOR SERVICES.

- a. The Supervisor shall be compensated for conducting the **SNEADS** City Election on April 08, 2025, in the amount of \$300 plus the following reimbursed expenses of which itemized invoices will be provided to the city 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 election workers, to include training and payroll.
 - e. All expenses for truck rental for delivery of equipment. If the 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. Within 10 days of the completion of the election, the City of **SNEADS** will be provided an itemized invoice of the expenses incurred by the Supervisor of Elections in order to conduct their municipal election.

TERMS. This Agreement shall become effective on the date of its approval and shall only be effective for the City of **SNEADS** to be held on April 08, 2025. 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 City or the Supervisor. The City 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

MAYOR
City of SNEADS

ATTESTED: _____
Clerk

PIPELINE CROSSING LICENSE

THIS LICENSE (“License”) shall be effective on the last date of signature set forth below (the “Effective Date”), by **FLORIDA GULF & ATLANTIC RAILROAD, LLC** (“Licensor”) and **THE TOWN OF SNEADS** (“Licensee”). Licensor and Licensee may sometimes be referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

1. TERM:

This License shall take effect as of the Effective Date, and unless sooner terminated as provided below, shall remain in effect until either Party shall give the other Party not less than thirty (30) days’ written notice to terminate for any reason whatsoever in that Party’s sole discretion and regardless of performance or non-performance of any of the covenants and agreements contained in this License and regardless of any fee having been paid in advance for any period and without regard to any loss or damage incurred by either Party as a result of such termination or cancellation. Licensor will not execute this License until it receives a signed License from Licensee, and in no event is entry under this License permitted until Licensor returns a fully executed copy to Licensee.

2. LOCATION:

In consideration of the license fee or other sums of money Licensee agrees to pay to Licensor, and of the covenants and agreements of Licensee as set forth in this License, Licensor hereby grants a license and permission to Licensee to construct, install, use, maintain, repair, relocate, operate and replace a 13.2-inch HDPE sewer pipeline, encased in a 24-inch steel casing pipe, crossing Licensor’s property located at or near Mile Post No. 807.10, Latitude: 39.380561 and Longitude: -78.02539, at or near Sneads, County of Jackson, State of Florida. Pipeline, as more particularly described in Licensee’s application, marked Exhibit “A”, attached to this License and made a part of it by this reference (the “Premises”). The term Pipeline shall be deemed to mean the actual line(s) and any and all appurtenances and that portion of Licensor’s property, in so far as they relate to said Pipeline. The location of the Pipeline is more particularly described on the drawing marked Exhibit “B”, attached to this License and made a part of it by this reference, but generally described as follows:

A 13.2” diameter, stormwater Pipeline crossing Licensor’s property, located near Mile Post No. 807.10, at Ham Pond Lane, Sneads, FL, lat: 30.704469 and long: -84.902574, as shown on Exhibit B.

3. LICENSE FEE:

- A. Licensee shall pay to Licensor the lump sum of seventy-five thousand U.S. dollars (\$75,000.00), the “License Fee”, payable in advance on or prior to the Effective Date of this License.
- B. OMITTED

C. OMITTED

D. Although Licensee's right to possession of the Premises shall terminate when the term of this License has expired or is terminated prior to such expiration in accordance with a provision of this License, Licensee's obligations under this License, including but not limited to the obligation to pay License Fees, taxes and assessments, and utilities, shall continue until Licensee delivers possession of the Premises to Licensor in the condition required by this License.

E. The payment by Licensee of any sum(s) in advance shall not create an irrevocable License for the period for which the same is/are paid.

F. OMITTED

G. OMITTED

4. SPECIFICATIONS:

A. The Pipeline shall be constructed, installed, used, maintained, repaired and operated in strict accordance with any and all current requirements and specifications adopted by the American Railway Engineering and Maintenance of Way Association, and in compliance with any and all law, statute, regulation or order of any federal, state or municipal governmental body or any agency thereof or created thereby (collectively, "Laws"). Provided however, that all materials and workmanship employed in the construction, installation, use, maintenance, repair and operation of the Pipeline shall be subject to the approval of the Licensor's Chief Engineer or authorized representative.

B. An underground Pipeline crossing under track(s) at a ninety-degree (90°) angle, shall be encased in conduit for a MINIMUM of forty-eight feet (48'), twenty-four feet (24') on either side measured from the centerline of the track(s) or the full width of Licensor's property if less than forty-eight (48') feet. Crossings of a degree substantially greater or less than ninety degrees (90°) shall be encased in conduit

forth full width of the racks occur. The profit to be earned on pipes shall be 10% of the cost of the pipe. The profit to be earned on the racks shall be 10% of the cost of the rack.

2. All a pipe or rack to the Pipeline shall be constructed and installed in accordance with the design and specifications of the Licensee. The minimum clearance of the pipe shall be 15 feet from the centerline of any road, driveway, or other structure. The minimum clearance of the rack shall be 15 feet from the centerline of any road, driveway, or other structure. The minimum clearance of the rack shall be 15 feet from the centerline of any road, driveway, or other structure.

3. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

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PRESET CONDITIONS

Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

RISK, LIABILITY, AND INDEMNITY

Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

b.

a. **LICENSEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.**

LICENSOR, ITS PARENTS, OWNERS, AND AFFILIATES, AND THEIR RESPECTIVE PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS, SHAREHOLDERS AND EMPLOYEES (THE "INDEMNITEES") AND TO ASSUME ALL RISK, RESPONSIBILITY AND LIABILITY FOR DEATH OF, OR INJURY TO, ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS, INVITEES AND LICENSEES OF THE PARTIES, AND FOR LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES (TOGETHER WITH ALL LIABILITY FOR ANY EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY THE INDEMNITEES, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS CONFERRED BY THIS LICENSE) ARISING FROM, GROWING OUT OF, OR IN ANY MANNER OR DEGREE DIRECTLY OR INDIRECTLY CAUSED BY, ATTRIBUTABLE TO, OR RESULTING FROM THE GRANT OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION, REPLACEMENT, OR REMOVAL OF ANY STRUCTURE INCIDENT TO IT, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THE LICENSE, INCLUDING ANY TEMPORARY USAGE AREA, EXCEPT TO THE EXTENT PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR SOLE GROSS NEGLIGENCE OF THE PARTY SEEKING INDEMNIFICATION.

- b. THE RISKS OF INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY ASSUMED BY LICENSEE UNDER THIS LICENSE, SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR INVITEES OF EITHER OF THE PARTIES, AND WHETHER OR NOT SUCH INJURY TO OR DEATH OF PERSONS SHALL ARISE UNDER ANY WORKERS' COMPENSATION ACT OR FEDERAL EMPLOYERS' LIABILITY ACT.
- c. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS LICENSE. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE THE ASSIGNS OF LICENSOR AND ANY OTHER RAILROAD COMPANY THAT MAY BE OPERATING UPON AND OVER THE TRACKS IN THE VICINITY OF THE PREMISES.
- d. AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, THE INDEMNITEES WILL (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF THE INDEMNITEES RELATING TO ANY MATTER FOR WHICH THE INDEMNITEES SEEK INDEMNIFICATION, AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH THE INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

7. INSURANCE:

- A. Licensee shall purchase and maintain insurance as specified below covering the License, all the work, services, and obligations assumed or performed hereunder, from the Effective Date until termination, unless the duration is stated to be otherwise, with insurance companies assigned a current Financial Strength Rating of at least A and Financial Size Category of X by A. M. Best Company:
 - i. **Commercial General Liability Insurance** written on an occurrence basis subject to limit of \$5,000,000 each occurrence for bodily injury, property damage, personal injury, libel and/or slander with an annual aggregate limit of no less than \$10,000,000. Policy coverage is to be based on usual

Insurance Services Office policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury and Advertising Liability, and Contractual Liability Insurance. Completed Operations coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. General Liability policies procured by Licensee shall be amended to delete all railroad exclusions including exclusions for working on or within fifty feet (50') of any railroad property, and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing (CG 24 17 endorsement or equivalent).

- ii. **Workers' Compensation and Employers' Liability Insurance** providing statutory workers' compensation benefits mandated under applicable state law and Employers' Liability Insurance subject to a minimum limit of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease. If coverage is provided through a monopolistic state fund, a stop gap endorsement on either the Commercial General Liability or Workers' Compensation Policy is required to meet the Employers' Liability Insurance requirement.
- iii. **Business Automobile Liability Insurance** subject to a minimum limit of \$1,000,000 each accident for bodily injury and property damage. Policy coverage shall be based on Insurance Services Office policy forms referred to as Business Automobile Policy to cover motor vehicles owned, leased, rented, hired or used on behalf of Licensee. If applicable to this License and applicable under federal law, Licensee shall provide an MCS 90 endorsement.
- iv. **Umbrella Liability Insurance** may be provided, at lessor's discretion, to supplement the coverage provided by the Commercial General Liability policy under the same terms and conditions required under Commercial General Liability set forth in Section 7.1(a) written on an occurrence basis for bodily injury, property damage, personal injury, libel and/or slander. Policy coverage is to be at least as broad as primary coverages. Umbrella coverage is to be maintained for a period of not less than three (3) years after the termination or cancellation of this License. Umbrella Liability shall apply to Commercial General Liability, Employers' Liability, and Business Automobile Liability Insurances.

The required limits of insurance may be satisfied by a combination of Primary and Umbrella or Excess Liability Insurance.

- v. **Pollution Legal Liability Insurance** in an amount not less than \$5,000,000 per occurrence and in the aggregate for bodily injury, property damage, and contractual liability. Coverage shall include, but not be limited to, defense and clean-up costs for any pollution conditions or damages arising from the work, services, storage, transportation, disposal, or obligations outlined in this License.

All insurance required of Licensee with the exception of Workers' Compensation and Employers' Liability shall include Licensor and any subsidiary, owner, parent or affiliates of Licensor, and their respective partners, successors, assigns, legal representatives, officers, directors, members, managers, agents,

shareholders, and employees ("Required Parties") as additional insured and include wording which states that the insurance shall be primary and not excess over or contributory with any insurance carried by Licensor and its affiliates. With respect to Commercial General Liability Insurance, Required Parties shall be included as additional insured for Ongoing Operations and for Completed Operations to the extent permitted by law.

- C. All insurance shall provide Licensor a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.
- D. If Licensee cannot obtain an occurrence-based policy for any required coverage, the policy may be written on a claims-made basis with a retroactive date on or before the Effective Date of this Licensee shall maintain such policy on a continuous basis. If there is a change in insurance companies or the policy is canceled or not renewed, Licensee shall purchase an extended reporting period of not less than three (3) years after the License termination date.
- E. Licensee shall file with Licensor on or before the Effective Date of this License a valid certificate of insurance for all required insurance policies. Each certificate shall identify the Required Parties as additional insured as required and state that Licensor shall receive a minimum of thirty (30) days' advance written notice of insurer's intent to cancel or otherwise terminate policy coverage. Licensee shall supply updated certificates of insurance that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as required by this License.
- F. All insurance policies required of Licensee shall include a waiver of any right of subrogation written in favor of the Required Parties.
- G. Notwithstanding the foregoing, Licensee may self-insure for any of the above required insurance coverages subject to the requirements specified in this paragraph. Licensee shall provide Licensor with audited financial statements and Licensor may, at its discretion, which shall not be unreasonably withheld, deem such financial statements acceptable prior to authorizing Licensee to self-insure. Licensee shall provide a letter of self-insurance to Licensor specifically stating which lines of coverage are self-insured and the amount of self-insurance maintained. The amount of any excess insurance that attaches to self-insurance below the required limits of insurance shall be identified in the letter and evidenced on a certificate of insurance. This letter of self-insurance shall be signed by Licensee's Risk Manager or another designated authorized signatory. With respect to Workers' Compensation, Licensee shall also provide state-issued self-insured authorization documents to Licensor, where applicable by state law.
- H. Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent or broker who has been instructed by Licensee to procure the insurance coverage required by this License. Upon signature of this License and renewal of insurance, if Licensee fails to maintain or provide evidence to Licensor of any insurance coverage required under this License, Licensor may terminate this License effective immediately.
- I. Licensee's compliance with obtaining the required insurance coverage shall in no way limit the indemnification rights and obligations specified in this License.

8. WAIVER:

Licensee waives the right to question the validity of this License or any of the terms and provisions of it, or the right or power of Licensor to execute and enforce this License. This License is made without covenant on the part of Licensor to warrant its title to the property involved with the Pipeline, or to give or to defend Licensee in the peaceful possession of the property and Licensee shall waive all

right to claim damages in the event Licensee shall be evicted, ejected or required to surrender possession of the property by anyone owning or claiming title to or any interest in the property, or by reason of failure of title of Licensor, or for any other cause whatsoever. Licensee further agrees to indemnify and save harmless Licensor and to assume all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Licensor) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of Licensor's title affecting the right of Licensor to make this grant.

9. REPAIRS AND RELOCATION:

- A. Licensee will at all times maintain the Pipeline in a safe and secure manner and in a condition satisfactory to Licensor. Licensor may request Licensee to change the location of the Pipeline, or any part of it, or to make reasonable repairs or changes as the judgment of Licensor deems necessary in order to avoid interference with or danger in the use or operation of Licensor's railroad, or any of its present or future appurtenances. In the event it is desired by Licensor to use its property or any portion of it, occupied or impacted by the Pipe Line, then Licensee shall, at its sole expense, and within thirty (30) days after notice from Licensor to do so, (or on shorter notice in case of an emergency), make changes to the Pipe Line as required or remove the Pipe Line, or as much of the Pipe Line as is located upon the portion of the property as required by Licensor.
- B. If Licensee shall fail to perform any of its obligations contained in this License as to the maintenance of safe conditions in and about the Pipeline or to make any necessary repairs, or to relocate the Pipeline, then Licensor may cause such condition to be made safe, or change of location to be made, or repairs to be made, or Pipe Line to be removed from Licensor's property. Licensor acting as the agent of Licensee, may perform such work as is necessary in the judgment of Licensor, and Licensee shall, on demand, promptly reimburse Licensor the cost of the work, plus fifteen percent (15%) of the cost as a charge for the supervision, accounting, and use of tools; or Licensor may terminate this License by giving Licensee not less than ten (10) days advance written notice of its intention to do so.
- C. In case Licensor shall at any time, or from time to time, require the removal of only a portion of the Pipeline, this License shall continue in force and be applicable to the portion or portions of the Pipeline remaining from time to time until the entire Pipe Line has been removed and the License Fees or other fees payable under this License shall be adjusted accordingly.

10. TERMINATION:

If Licensee fails to keep or perform any of Licensee's covenants contained in this License, or in the sole judgment of Licensor the use of this property or tracks makes it impractical to maintain the existence of said Pipeline as authorized in this License, Licensor has the right to terminate this License upon fifteen (15) days' written notice to Licensee.

11. RESTORATION:

Upon termination of this License, whether in accordance with the provisions of Section 1, 9 or 10 of this License, or otherwise, Licensee shall promptly remove the Pipeline from Licensor's property, and restore the property to its prior condition, or a condition satisfactory to Licensor. If Licensee fails to remove the Pipeline within thirty days (30) after termination of this License, Licensor may remove same, and charge the expense of such removal to the Licensee on the basis provided in Section 9.B of this License.

12. MISCELLANEOUS:

- A. This License is executed by all Parties under current interpretation of any and all applicable Laws. Further, each and every separate division (paragraph, clause, item, term, condition, covenant or agreement) contained in this License shall have independent and severable status from each other separate division, or combination of them, for the determination of legality, so that if any separate division is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, voidable, invalid or unenforceable for any reason, that separate division shall be treated as a nullity, but such holding or determination shall have no effect upon the validity or enforceability of each and every other separate division or any other combination of them.
- B. In the event this License is part of a package of agreements for Licensee, this License and all other such documents shall be read as compatible parts of the package and not in contradiction to each other, such that in the event of apparent conflict in any duties under this License or the package of agreements, Licensor shall designate which clause(s) shall survive or control any others.
- C. Except as otherwise specified in this License, any notice or other communication required or permitted by this License shall be in writing and (i) delivered by first class mail, postage prepaid, or (ii) deposited into the custody of a nationally recognized overnight delivery service, as follows:

If to Licensor:

FLORIDA GULF & ATLANTIC RAILROAD,
LLC

ATTN:

Vice President of Real Estate
245 Riverside Avenue, Ste: 250
Jacksonville, FL 32202

WITH A COPY TO:

ATTN: General Counsel
245 Riverside Avenue, Ste: 250
Jacksonville, FL 32202

If to Licensee:

THE TOWN OF SNEADS

ATTN: Brent Melvin

4428 Lafayette St.

Marianna, FL 32446

Phone: (850) 482-3045

- D. No oral promises, oral agreements, or oral warranties shall be deemed a part of this License, nor shall any alteration, amendment, supplement or waiver of any of the provisions of this License be binding upon either Party, unless same be supplemented, altered, changed or amended by an instrument in writing, signed by Licensor and Licensee.
- E. This License is made subject to the rights previously or simultaneously granted by or through Licensor for any surface, sub-surface or aerial uses antedating this License, including but not limited to, the construction, maintenance, operation, renewal and/or relocation of fences, pipelines, communication lines, power lines, railroad tracks and signals, and any and all appurtenances applicable to them. Licensor excepts and reserves the right to grant additional uses of the same or similar nature subsequent to the execution of this License, without payment of any sum for damages, so long as such use does not unreasonably interfere with the use of Pipeline by Licensee.

- F. This License and all of the provisions contained in it shall be binding upon the Parties, their heirs, executors, administrators, successors and assigns, and Licensee agrees to supply notice in writing to Licensor of any name changes. Notwithstanding the forgoing, Licensee agrees not to assign this License, or any rights or privileges granted under it, without the prior written consent of Licensor, which it may give at its sole discretion, and any and every attempted assignment without prior written consent shall be void and of no effect. This covenant shall also apply whether any of the foregoing is made voluntarily by Licensee or involuntarily in any proceeding at law or in equity to which Licensee may be a party, whereby any of the rights, duties and obligations of Licensee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of Licensor. Notwithstanding the foregoing, Licensee shall remain liable to Licensor as a guarantor of Licensee's successor in interest to this License.
- G. Nothing in this License shall be construed to place any responsibility on Licensor for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any Licensee's facilities.
- H. Any approval given or supervision exercised by Licensor under this License, or failure of Licensor to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this License.
- I. The failure of the Licensor to seek redress for any violation of or to insist upon the strict performance of any of the terms, covenants or conditions of this License or any of the rules and regulations from time to time issued by the Licensor, shall not prevent a subsequent act, which would have originally constituted a violation, from having all of the force and effect of an original violation.
- J. Licensee further indemnifies Licensor against any and all liens that may be placed against Licensor's property in the course of construction of this crossing and agrees to immediately satisfy any liens so placed.
- K. In the event that Licensor shall incur any costs or expenses, including attorneys' fees and costs, in enforcing Licensee's covenants and agreements under this License, Licensee shall reimburse Licensor for all such costs, expenses and legal fees as an additional fee under this License.
- L. This License shall be governed under the laws of the State of Florida, and venue shall be proper in the federal or state courts of the State of Florida for any action arising under the terms of this License or performance of it. The section headings of this License have been inserted for convenience of reference only and they shall not be referred to in the interpretation of this License. This License shall be read with all changes of gender and number required by the context. Time shall be of the essence in this License and each of the provisions of it.
- M. Licensor's remedies under this License shall be cumulative, and the exercise of any remedy shall not preclude the exercise of any other remedy.
- N. All of the obligations, representations and warranties of the Licensee accruing under this License during the existence of this License or any renewal or extension of it shall survive the termination or expiration of the Term.
- O. Licensor shall not be responsible for any loss, damage, delay or non-performance caused by accidents, labor difficulties, acts of God, governmental action or by any other cause which is unavoidable or beyond

its reasonable control.

- P. Licensee agrees that it shall not register this License or any notice or reference in respect of this License against title.
- Q. All exhibits attached to this License are incorporated by reference as if fully set forth in this License.

IN WITNESS WHEREOF, the Parties have executed this License as of the last date of execution set forth below:

Licensor: FLORIDA GULF & ATLANTIC RAILROAD, LLC	Licensee: THE TOWN OF SNEADS
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A



PIPELINE APPLICATION & INSTRUCTIONS

If you require Expedited Service, notify us by checking this box. There is an additional fee of \$2,000 USD for this request.

A completed application, non-refundable fee in the amount of **\$5,500 USD**, and Engineer Stamped Plans are required to begin the lease process. Proposed plans must be approved by the railroad and an agreement must be fully executed between the railroad and the applicant before construction can begin. Proposed material and installation are to be in strict accordance with specifications of the American Railway Engineering Association and requirements of the railroad. One original of this form shall be submitted, accompanied by letter-sized Engineer Stamped Plans, elevation section of crossing from field survey, location in respect to mile post, width of railroad right of way, location of adjacent structures that may impede the crossing, and all information required in Figures 1 and 2 of AREMA Specifications, Part 5. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall be shown.

The non-refundable fee of **\$5,500 USD** includes contract preparation and basic engineering review. If your project is complex or involves HAZMAT, additional engineering review fees will be required. Additional fees will also be requested if flagging or a Right of Entry are required for your project.

Make all checks payable to:

[NAME OF RAILROAD]

Memo: Gulf & Atlantic Accounting Dept. (R.E. Fees)
245 Riverside Avenue
Suite 250
Jacksonville, FL 32202

LIST CHECK NUMBER(S): 44694

Contact us at GAR-AR@pinsly.com for ACH information [state the name of the railroad in the subject line and attach the completed application with plans].

Once an executable lease, license, or other agreement is submitted to you, it must be fully executed within thirty (30) days. Thereafter, the application and materials will be archived, and resubmission (including fees) will be required. All annual rental payments can be submitted to the same name and address shown above.

EXPEDITED SERVICE: Once a complete application, Engineer Stamped Plans, and required fees are received, including the additional fee of \$2,000 USD, an executable agreement will be made available for review within fourteen (14) business days. Please be sure to mark the box above if you require this service.

PLEASE INITIAL HERE TO INDICATE YOU UNDERSTAND THIS POLICY 



PIPELINE APPLICATION & INSTRUCTIONS

SECTION 1:

1. Legal Name of Applicant: Town of Sneads
2. Agreement to be in the name of (if different from above): _____
3. Type of Entity (select ONE): Corporation _____ LLC _____ Individual _____ Municipality X
Partnership _____ General _____ Limited _____ Other _____
4. If applicable, state/province of incorporation or organization: Florida
5. Federal Tax Identification number (U.S. Leases): 59-6002227
6. Mailing Address: 2023 3rd Avenue, Sneads, FL 32460
7. Overnight Delivery Service Address (if different): _____
8. Contact Person: Brent Melvin Title: Project Manager
9. Phone No.: (850) 482-3045 Fax No.: (_____)
10. Email: brentmelvin@melvineng.com
11. Email address where non-billing notices can be sent to: brentmelvin@melvineng.com
12. Is Applicant a condemning authority? ___ Yes X No
13. Is Applicant an active railroad shipper? ___ Yes X No
14. Does Applicant have existing agreements with Pioneer Lines or its predecessors? If so, attach a list of those agreement numbers with this application.
15. **Billing Contact Name, Phone Number, Email, and Address Required:**

NAME: <u>Brent Melvin</u>	
PHONE NUMBER: <u>850-482-3045</u>	EMAIL: <u>brentmelvin@melvineng.com</u>
ADDRESS: <u>4428 Lafayette St, Marianna, FL 32446</u>	

16. Railroad Name: Florida Gulf & Atlantic Railroad
- Nearest Milepost: 807 DOT No.: 3278715
- Track Station (from): MP 806 Track Station (to): MP 807

(Adjacent Address)

Section: 35 Township: 4N Range: 7W
 City: Sneads County: Jackson State: Florida

Located on the (N/S/E/W) East side of (landmark, intersection) Ham Pond Road

Geographical Coordinates Required (in decimal degrees)

Latitude: 30.704564 Longitude: -84.902461

PIPELINE APPLICATION & INSTRUCTIONS

SECTION 2:

All specifications meet or exceed Railroad's Pipeline Specifications for Occupation **INITIAL HERE:** *JM*

OR Variance requested – **PLEASE DESCRIBE IN DETAIL (attach separate sheet if necessary):**

- Temporary track support or rewrapping required? () Yes (X) No If yes, please describe: _____
- Wires, poles, obstructions to be relocated? () Yes (X) No If yes, please describe _____
- Product to be conveyed: Sewage
- Flammable? () Yes (X) No Temp _____
- Hazardous? () Yes (X) No
- Max. Working Pressure: 87 _____ PSI. Field Test Pressure: 150 _____ PSI.
Type test: Hydrostatic Pressure Test
- Location of shut-off valve: Past the railroad ROW (see plans)
- **PIPE SPECIFICATIONS:**

	<u>CARRIER PIPE</u>	<u>CASING PIPE</u>
Material	<u>HDPE</u>	<u>Steel</u>
Material Specifications and Grade	<u>AWWA C906 DR 11</u>	<u>ASTM A139</u>
Min. Yield Strength of Mat. PSI	<u>200</u>	<u>35,000</u>
Mill Test Pressure PSI	<u>150</u>	<u>Atmosphere</u>
Inside Diameter	<u>10.656"</u>	<u>23.25"</u>
Wall Thickness	<u>1.272"</u>	<u>0.375"</u>
Outside Diameter	<u>13.20"</u>	<u>24"</u>
Type of Seam	<u>None</u>	<u>Welded</u>
Laying Lengths	<u>40/50 Feet</u>	<u>20 Feet</u>
Kind of Joints	<u>Fused</u>	<u>Welded</u>
Total Length within RR R/O/W	<u>104'</u>	<u>104'</u>



**PIPELINE APPLICATION
& INSTRUCTIONS**

VENTS: How many? 0 Size? _____ Height above ground? _____ ft. _____ in.

SEALS: Both ends One end _____

BURY: Base of rail to top of casing 6 ft. 0 in.

CATHODIC PROTECTION: () Yes (X) No

PROTECTIVE COATING: () Yes (X) No Type: _____

Type, size, and spacing of insulators or supports: HDPE Raci Spacers, Medium, spaced every 6.5 feet.

- Method of Installation: Jack and Bore
- Will line exclusively serve Lessee of Railroad? Yes (X) No () Name Town of Sneads
- Will line run parallel or approx. parallel to Railroad's tracks? No Distance of parallelism: NA
- Will line be located in public road right-of-way? Yes DOT/AAR Crossing No. 340025H
(If "yes", show name, road number and right-of-way on print). Name of Public Road Ham Pond Road

By submitting this application for credit, you authorize Pinsly, or affiliates, to make any inquiries necessary to determine credit worthiness. You release your banking details that would assist to determine credit worthiness.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein. Our terms of sale and service are NET 30 DAYS from the date listed on the invoice. Invoices that are beyond granted terms will be assessed a late fee of 18% APR (1.5% monthly) additional Terms and Conditions apply. A \$20.00 charge will apply for any NSF/Non-Sufficient Checks.

Date: 10/01/2024

LIST CHECK NUMBER(S): 44694

Signature: *Brent Melvin*

Name Printed: Brent Melvin

Title: Project Manager

Phone No.: (850) 482-3045

Fax No: _____

BE SURE TO RETURN THE COVER SHEET WITH YOUR APPLICATION

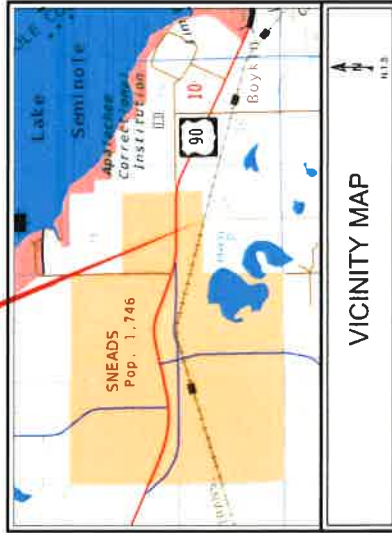
EXHIBIT B

CONSTRUCTION PLANS
FOR:

TOWN OF SNEADS TOWN-WIDE WASTEWATER REHABILITATION

Permit Application Reference No. FGA-TOS-01

PROJECT LOCATION
JACKSON COUNTY, FLORIDA
S7/R: 35-4N-7W



PREPARED
FOR:

TOWN OF SNEADS
2028 THIRD AVE
SNEADS, FL 32460

SNEADS TOWN COUNCIL

Mike Weeks - President, Group III
Anthony Money - Vice President, Group IV
George Alexander, Group I
Donovan Weeks, Group II
Angela Locke, Group V

PREPARED BY:



INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
01	COVER SHEET
02	GENERAL NOTES
03	JACK AND ROBE PLAN AND PRES/HEL SHEET
04	DETAIL SHEET



This item has been digitally signed and sealed by BRENT E. MELVIN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DHM
MELVIN ENGINEERING
INCORPORATED

FLORIDA OFFICE
4438 Lafayette Street
Panama City, FL 32406
Phone: (904) 766-3060

TALLAHASSEE OFFICE
2511 E. Lafayette Circle
Tallahassee, FL 32304
Phone: (904) 631-7221

www.melvineng.com

TOWN-WIDE WASTEWATER
REHABILITATION
TOWN OF SNEADS
JACKSON COUNTY, FL

BRENT E. MELVIN, P.E.
THE OFFICIAL RECORD OF THIS
DIGITALLY SIGNED AND SEALED
DOCUMENT IS ON FILE WITH THE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

PROJ. NO. SNEADWW

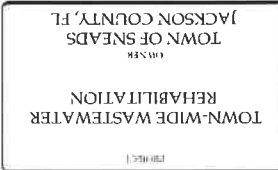
DATE PREPARED: 04.01.2024

REVISIONS

PROJECT NO.: SNEADWW
DESIGNED BY: MARGARETA
DRAWN BY: DEW
CHECKED BY: DEW

SHEET TITLE
COVER SHEET

SHEET NO.
1



10 GENERAL REQUIREMENTS

11 CASING/CARRIER PIPES PLACED UNDER FGA TRACK(S) SHALL BE NOT LESS THAN 5' FEET FROM BASE OF RAIL TO TOP OF PIPE AT ITS CLOSEST POINT EXCEPT THAT UNDER SIDINGS OR INDUSTRY TRACKS THIS DISTANCE MAY BE 4' FEET AS APPROVED BY FGA. ON OTHER PORTIONS OF THE TRACK, THE DISTANCE FROM THE PIPE TO THE TRACK SHALL BE NOT LESS THAN 3 FEET.

12 DESIGN REQUIREMENTS

2.1 CASING PIPE

2.1.1 CASING PIPE SHALL BE SO CONSTRUCTED AS TO PREVENT LEAKAGE OF ANY SUBSTANCE FROM THE CASING THROUGHOUT ITS LENGTH EXCEPT AT ENDS OF CASING WHERE ENDS ARE LEFT OPEN OR THROUGH VENT PIPES WHEN ENDS OF CASING ARE SEALED. CASING SHALL BE INSTALLED SO AS TO PREVENT THE FORMATION OF A WATERWAY UNDER THE RAILROAD AND WITH AN OVERLAP OF CASING THROUGHOUT ITS LENGTH, AND SHALL SLOPE TO ONE END.

2.1.2 CASING FOR CARRIER PIPE SHALL HAVE BOTH ENDS OF THE CASING OPEN TO THE AIR AND SHALL BE PROTECTED BY THE EXCHANGE OF FOREIGN MATERIAL BUT ALLOWING LEAKAGE TO PASS IN THE EVENT OF A CARRIER BREAK.

2.1.3 STEEL PIPE SHALL HAVE A SPECIFIED MINIMUM YIELD STRENGTH OF AT LEAST 35,000 PSI AND SPECIFICATION OF ASTM A133.

2.1.4 JOINTS BETWEEN THE SECTIONS OF PIPE SHALL BE FULLY WELDED AROUND THE COMPLETE CIRCUMFERENCE OF THE PIPE.

2.1.5 THE 24" STEEL CASING PIPE WITH A MINIMUM COVER OF 5' ± FT.

2.2 PVC CARRIER PIPE

2.2.1 THE PIPE SHALL BE LAID WITH SUFFICIENT SLACK SO THAT IT IS NOT IN TENSION.

2.3 SIGNS

2.3.1 PIPELINE SHALL BE PROMINENTLY MARKED AT RIGHT-OF-WAY LINES (ON BOTH SIDES OF TRACK) BY DURABLE, WEATHER-PROOF SIGNS WHICH WILL BE PROMINENTLY MARKED AT THE CENTERLINE OF THE PIPE. SIGNS SHALL SHOW THE FOLLOWING:

- A. NAME AND ADDRESS OF APPLICANT
- B. CONTENTS OF PIPE
- C. PRESSURE IN PIPE
- D. EMERGENCY TELEPHONE NUMBER

2.3.2 CONSTRUCTION REQUIREMENTS

2.3.3 METHOD OF INSTALLATION

3.1 GENERAL REQUIREMENTS

- A. JACK AND BORED INSTALLATION SHALL HAVE A BORE HOLE ESSENTIALLY THE SAME AS THE OUTSIDE DIAMETER OF THE PIPE.
- B. THE USE OF WATER OR OTHER LIQUIDS TO FACILITATE CASING EMBLEMMENT AND SOIL REMOVAL IS PROHIBITED.
- C. IF DURING INSTALLATION AN OBSTRUCTION IS ENCOUNTERED WITH THE PIPES, THE PIPE SHALL BE BANDONED IN PLACE AND IMMEDIATELY FILLED WITH GROUT. A NEW INSTALLATION PROCEDURE AND REVISED PLANS MUST BE SUBMITTED TO AND APPROVED BY FGA BEFORE WORK CAN RESUME.

3.1.2 TRACK AND GROUND MONITORING

- A. GENERAL TRACK AND GROUND MONITORING REQUIREMENTS
 - TEMPORARY LIGHTING MAY ALSO BE REQUIRED BY THE FGA TO IDENTIFY TRIPPING HAZARDS TO TRAIN CREWMEN AND OTHER FGA PERSONNEL.
 - ANY EXCAVATION HOLES OR TRENCHES SHALL BE COVERED, GUARDED AND/OR PROTECTED HANDRAILS, FENCE, OR OTHER BARRIER METHODS MUST MEET OSHA AND FRA REQUIREMENTS.
 - TRACK AND GROUND MONITORING ARE REQUIRED.
 - MONITORING SHALL CONTINUE THROUGH COMPLETION OF INSTALLATION AND MAY BE REQUIRED AFTER COMPLETION FOR A PERIOD OF TIME DETERMINED BY FGA OR ITS REPRESENTATIVE.
- B. TRACK DEFLECTION LIMITS
 - TRACK DEFLECTION LIMITS
 - TARGETS
 - TRACK MONITORING SHALL NOT REQUIRE TRACK MONITORING TARGETS

3.1.3 ACCESS OTHER THAN TO PLACE THE TRACK MONITORING TARGETS

- MONITORING TARGETS SHOULD BE PLACED SUCH THAT MONITORING IS POSSIBLE WHEN A TRAIN IS PRESENT. HOWEVER, MONITORING DURING THE PASSING OF A TRAIN IS NOT REQUIRED AS THE TRAIN WILL TEMPORARILY DEFLECT THE TRACK.
- ADHESIVE BACKED REFLECTIVE TARGETS MAY BE ATTACHED TO THE SIDE OF THE RAIL TEMPORARILY. TARGETS SHALL BE REMOVED ONCE MONITORING PHASE IS COMPLETE.

3.1.4 MONITORING PLAN

3.1.5 IF THE TOP OF RAIL DOES DEFLECT MORE THAN VALUES LISTED BELOW, ALL OPERATIONS SHALL STOP UNTIL THE MATTER IS RESOLVED.

- TRACK MONITORING VALUES FOR CLASS 3 THROUGH CLASS 4
 - THRESHOLD VALUE = 1/8" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
 - INSTALLATION SHUTDOWN VALUE = 1/4" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
- TRACK MONITORING VALUES FOR CLASS 1 THROUGH CLASS 2
 - THRESHOLD VALUE = 1/4" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
 - INSTALLATION SHUTDOWN VALUE = 1/2" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION

3.1.6 PROVIDE ESTABLISHED CONTINGENCY PLAN. SEE SECTION 3.2 FOR CONTINGENCY PLAN. SEE SECTION 3.2 FOR CONTINGENCY PLAN. SEE SECTION 3.2 FOR CONTINGENCY PLAN.

3.1.7 ESTABLISH A BENCHMARK IN THE VICINITY OF THE TRACK AND MONITORING POINTS. THE BENCHMARK SHALL BE SHOOTING ELEVATIONS ON THE TOP OF RAIL AT EACH AREA OF CONSTRUCTION.

- EXAMPLE LOCATIONS FOR SHOOTING RAIL ELEVATIONS WOULD BE AT:
 - AT THE CENTERLINE OF AN UNDER TRACK CROSSING.
 - AT BOTH OUTSIDE EDGES OF THE CROSSING IF FOR A WIDE EXCAVATION.
 - AT MULTIPLE LOCATIONS FROM THE CROSSING EXCAVATION EDGE BUT NO LESS THAN 10, 20, 30, 40 AND 50 FEET FROM THE CROSSING.

3.1.8 MONITORING SHALL BE CONTINUOUS AND RECORDED IN A FIELD LOGBOOK DEDICATED FOR THIS PURPOSE. COPIES OF THESE FIELD LOG ENTRIES CAN BE MADE AVAILABLE TO ALL CONCERNED PARTIES UPON REQUEST AT ANY TIME DURING CONSTRUCTION.

3.1.9 GROUND MONITORING

- PROVIDE MEANS FOR MONITORING GROUND SETTLEMENT. SUBMIT MONITORING PLAN FOR FGA REVIEW.
- GROUND MONITORING POINTS SHOULD BE IN ALIGNMENT ABOVE THE PROPOSED CONSTRUCTION ACTIVITIES.

3.1.10 CONTINGENCY PLANS

- THE CONTRACTOR SHALL SUPPLY CONTINGENCY PLANS, INCLUDING BUT NOT LIMITED TO:
 - CONTINGENCY PLANS FOR ALL INSTALLATION SHUTDOWN VALUES FOR ALL CONSTRUCTION ACTIVITIES WHICH MAY RESULT IN HORIZONTAL AND/OR VERTICAL TRACK DEFLECTION.
 - TRACK MONITORING VALUES FOR CLASS 3 THROUGH CLASS 4
 - THRESHOLD VALUE = 1/8" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
 - INSTALLATION SHUTDOWN VALUE = 1/4" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
 - TRACK MONITORING VALUES FOR CLASS 1 THROUGH CLASS 2
 - THRESHOLD VALUE = 1/4" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION
 - INSTALLATION SHUTDOWN VALUE = 1/2" INCH PERMANENT VERTICAL OR HORIZONTAL DEFLECTION

3.2 PROTECTION OF DRAINAGE FACILITIES

3.2.1 IF IN THE COURSE OF CONSTRUCTION IT MAY BE NECESSARY TO BLOCK A DITCH, PIPE OR OTHER DRAINAGE FACILITY, TEMPORARY PIPES, DITCHES OR OTHER DRAINAGE FACILITIES SHALL BE INSTALLED TO MAINTAIN ADEQUATE DRAINAGE AS APPROVED BY FGA. UPON COMPLETION OF THE WORK, THE TEMPORARY FACILITIES SHALL BE REMOVED AND THE PERMANENT FACILITIES RESTORED.

3.2.2 SOIL EROSION METHODS SHALL BE USED TO PROTECT RAILROAD DITCHES AND OTHER DRAINAGE FACILITIES DURING CONSTRUCTION ON AND ADJACENT TO FGA RIGHT-OF-WAY.

3.2.3 PROTECTION OF DRAINAGE FACILITIES

3.2.4 IF IN THE COURSE OF CONSTRUCTION IT MAY BE NECESSARY TO BLOCK A DITCH, PIPE OR OTHER DRAINAGE FACILITY, TEMPORARY PIPES, DITCHES OR OTHER DRAINAGE FACILITIES SHALL BE INSTALLED TO MAINTAIN ADEQUATE DRAINAGE AS APPROVED BY FGA. UPON COMPLETION OF THE WORK, THE TEMPORARY FACILITIES SHALL BE REMOVED AND THE PERMANENT FACILITIES RESTORED.

3.2.5 SOIL EROSION METHODS SHALL BE USED TO PROTECT RAILROAD DITCHES AND OTHER DRAINAGE FACILITIES DURING CONSTRUCTION ON AND ADJACENT TO FGA RIGHT-OF-WAY.

3.2.6 CROSSING OF TRACKS AT GRADE BY EQUIPMENT AND PERSONNEL IS PROHIBITED EXCEPT BY PRIOR ARRANGEMENT WITH AND AS DIRECTED BY FGA.

3.2.7 PROTECTION OF DRAINAGE FACILITIES

3.2.8 IF IN THE COURSE OF CONSTRUCTION IT MAY BE NECESSARY TO BLOCK A DITCH, PIPE OR OTHER DRAINAGE FACILITY, TEMPORARY PIPES, DITCHES OR OTHER DRAINAGE FACILITIES SHALL BE INSTALLED TO MAINTAIN ADEQUATE DRAINAGE AS APPROVED BY FGA. UPON COMPLETION OF THE WORK, THE TEMPORARY FACILITIES SHALL BE REMOVED AND THE PERMANENT FACILITIES RESTORED.

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3.2.11 PROTECTION OF DRAINAGE FACILITIES

3.2.12 IF IN THE COURSE OF CONSTRUCTION IT MAY BE NECESSARY TO BLOCK A DITCH, PIPE OR OTHER DRAINAGE FACILITY, TEMPORARY PIPES, DITCHES OR OTHER DRAINAGE FACILITIES SHALL BE INSTALLED TO MAINTAIN ADEQUATE DRAINAGE AS APPROVED BY FGA. UPON COMPLETION OF THE WORK, THE TEMPORARY FACILITIES SHALL BE REMOVED AND THE PERMANENT FACILITIES RESTORED.

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3.2.19 PROTECTION OF DRAINAGE FACILITIES

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3.2.22 CROSSING OF TRACKS AT GRADE BY EQUIPMENT AND PERSONNEL IS PROHIBITED EXCEPT BY PRIOR ARRANGEMENT WITH AND AS DIRECTED BY FGA.

3.2.23 PROTECTION OF DRAINAGE FACILITIES

3.2.24 IF IN THE COURSE OF CONSTRUCTION IT MAY BE NECESSARY TO BLOCK A DITCH, PIPE OR OTHER DRAINAGE FACILITY, TEMPORARY PIPES, DITCHES OR OTHER DRAINAGE FACILITIES SHALL BE INSTALLED TO MAINTAIN ADEQUATE DRAINAGE AS APPROVED BY FGA. UPON COMPLETION OF THE WORK, THE TEMPORARY FACILITIES SHALL BE REMOVED AND THE PERMANENT FACILITIES RESTORED.

3.2.25 SOIL EROSION METHODS SHALL BE USED TO PROTECT RAILROAD DITCHES AND OTHER DRAINAGE FACILITIES DURING CONSTRUCTION ON AND ADJACENT TO FGA RIGHT-OF-WAY.

3.2.26 CROSSING OF TRACKS AT GRADE BY EQUIPMENT AND PERSONNEL IS PROHIBITED EXCEPT BY PRIOR ARRANGEMENT WITH AND AS DIRECTED BY FGA.

3.2.27 PROTECTION OF DRAINAGE FACILITIES

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3.2.29 SOIL EROSION METHODS SHALL BE USED TO PROTECT RAILROAD DITCHES AND OTHER DRAINAGE FACILITIES DURING CONSTRUCTION ON AND ADJACENT TO FGA RIGHT-OF-WAY.

3.2.30 CROSSING OF TRACKS AT GRADE BY EQUIPMENT AND PERSONNEL IS PROHIBITED EXCEPT BY PRIOR ARRANGEMENT WITH AND AS DIRECTED BY FGA.

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TOWN-WIDE WASTEWATER
REHABILITATION
TOWN OF SPADAS
JACKSON COUNTY, FL

PROJECT NO. 2024-001
DATE REVISIONS
DESIGNED BY: [Name]
DRAWN BY: [Name]

FLORIDA REG. NO. 18189
DATE RECALC. 3.19.2024

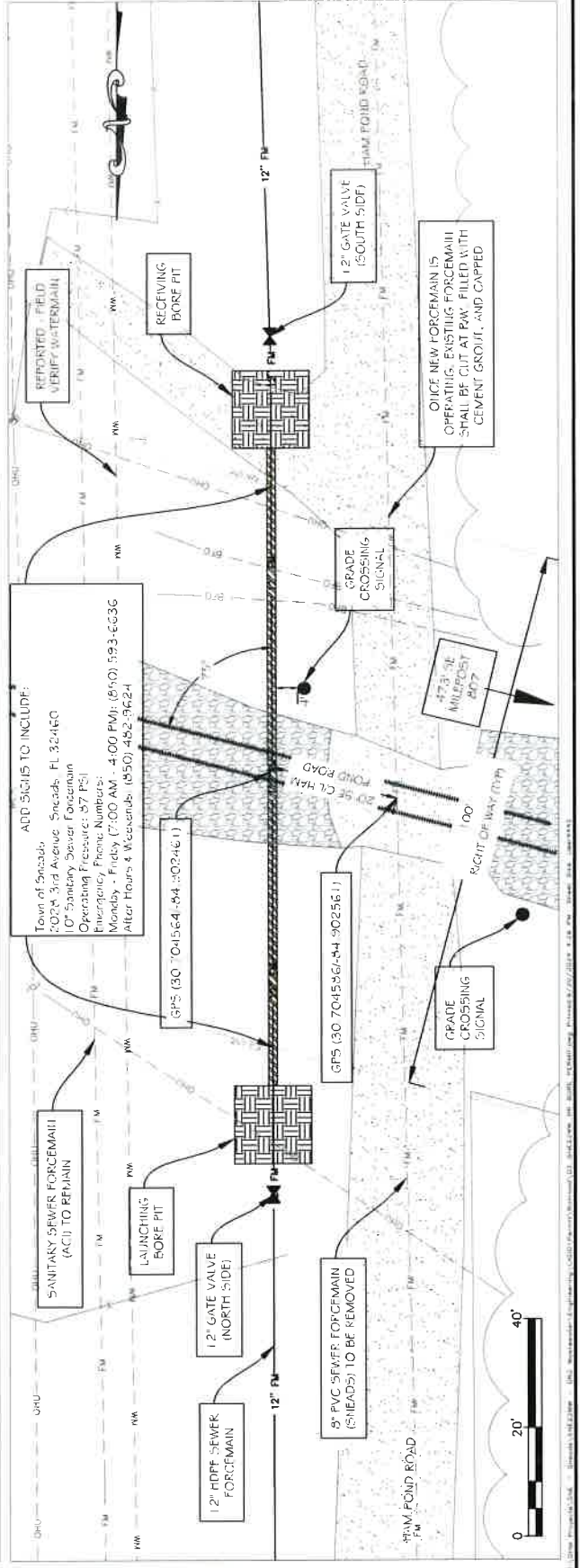
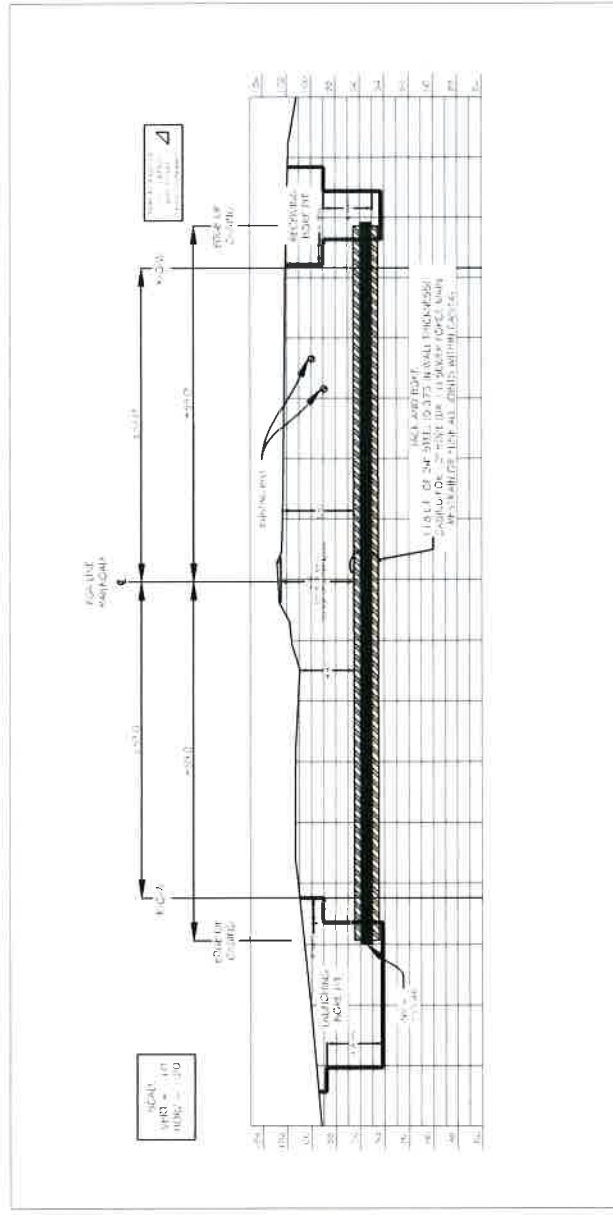
PROJECT NO. 2024-001
SHEET TITLE
RAILROAD
BORE PROFILE

SHEET NO.
3

Florida Gulf & Atlantic Railroad

GENERAL NOTES:

1. CASING LENGTH IS DIMENSIONED FROM THE CENTER OF MAIN TRACK
2. GPS COORDINATES (LATITUDE/LONGITUDE): 30.704553, -84.902469
3. TOP OF CASING PIPE MUST BE AT LEAST 5'-6" BELOW BASE OF RAIL
4. MUST MAINTAIN AT LEAST 3'-0" OF COVER (NATURAL GROUND TO TOP OF PIPE)
5. LAUNCHING AND RECEIVING BORE PITS TO BE LOCATED OUTSIDE OF RAILROAD RIGHT-OF-WAY
6. SEWER FORCE MAIN 12" HDPE CARRIER PIPE AND 24" STEEL CASING PIPE TO BE INSTALLED VIA JACK & BORE METHOD.



ADD SIGNS TO INCLUDE:
Town of Spadas,
2024, 3rd Avenue, Spadas, FL 32246
10" Sanitary Sewer Forcemain
Operating Pressure: 57 PSI
Inventory Frame Numbers:
Monday - Friday (7:00 AM - 4:00 PM): (904) 593-6636
After Hours & Weekends: (904) 482-5424

ONCE NEW FOREMAIN IS OPERATING, EXISTING FOREMAIN SHALL BE CUT AT P.W. FILLED WITH CEMENT GROUT, AND CAPPED



**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 8, 2025**, 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 8, 2025**. 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 17, 2025**, and shall end at 12:00 noon on Friday, **February 21, 2025**.

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 **December 2024**.

MIKE WEEKS -PRESIDENT, TOWN COUNCIL

ATTEST:

CITY CLERK

Project Updates

December 3, 2024

PROJECT NAME	STATUS UPDATE	BUDGET
Citywide Wastewater Improvements <i>DHM Project No. SNE22MW</i> <i>Funding Source CDBG-DR Round-II</i>	Force Main replacement bid process underway – Bids due on 01/08/2024.	Grant Budget: \$3,629,750.00 <u>Funds Expended: \$247,121.25</u> Remaining Balance: \$3,382,628.75
Citywide Road & Drainage Improvements <i>DHM Project No. SNE22RD</i> <i>CDBG-DR Round-II</i>	Construction contract awarded to Extreme Land Restoration; NTP issued on 10/28/2024. Construction ongoing, approximately 15% complete. (Church Street, Sherry Street, Joseph Street, Cemetery Ave, O'Hara Ave.)	Grant Budget: \$1,907,925.00 <u>Funds Expended: \$229,228.31</u> Remaining Balance: \$1,678,696.69
Hometown Revitalization (SNE22HR) <i>DHM Project No. SNE22HR</i> <i>Funding Source: CDBG-DR Hometown Revitalization</i>	<u>Gloster Avenue Park Improvements</u> – Bid opening is set for this Thursday 12/12/2024. <u>Gleat's Project</u> : Awarded to CNC Construction, NTP issued on July 2, 2024. Construction ongoing approximately 70% complete.	Grant Budget: \$951,762.00 <u>Funds Expended: \$320,653.31</u> Remaining Balance: \$631,108.69
Stormwater Improvements <i>DHM Project No. SNE22SW</i> <i>CDBG-DR Round-I</i>	Overall Design in progress approximately 60% completed. 8177 Old Spanish Trail demo on hold pending Environmental Review clearance.	Grant Budget: \$4,945,145.64 <u>Funds Expended: \$244,218.03</u> Remaining Balance: \$4,700,924.61
Dodson Park <i>DHM Project No. SNE23DP</i> <i>Funding Source: FDEP - FRDAP</i>	Playground equipment has been ordered. In bid process now for construction - Bid opening is set for this Thursday 12/12/2024.	Grant Budget: \$200,000.00 <u>Funds Expended: \$59,126.20</u> Remaining Balance: \$140,873.80

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 850.482.3045 | melvineng.com

<p>Adam Tucker Wilson Park - Lighting Improvement Project <i>Funding Source: FDACS Energy Grant</i></p>	<p>Materials/equipment delivered on site on 11/25. Construction in progress, work to be completed within 4-6 weeks.</p>	<p>Grant Budget: \$200,000.00 <u>Funds Expended: \$0.00</u> Remaining Balance: \$200,000.00</p>
<p>Lift Station No. 4 Project <i>Funding Source: FEMA</i></p>	<p>Work ongoing, approximately 35% complete</p>	<p>Contract Amount: \$633,094.72 <u>Funds Expended: \$70,785.00</u> Remaining Balance: \$562,309.72</p>
<p>HMGP Projects - Potable Wells Generator / Lift Station Generator <i>DHM Project No. SNE22GN</i> <i>Funding Source: HMGP</i></p>	<p>Design underway for Lift Station Generators and Potable Well Generators</p>	<p>Grant Budget: Pending Modification from FDEM</p>

For any questions contact:

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 Phone (850) 482-3045
 Mobile(850) 317-5357
 4428 Lafayette Street
 Marianna, FL 32446





Town of Sneads

PO Drawer 159

Sneads, Florida 32460

PH (850) 593-6636 Fax (850)593-5079

Email: Sneadsmgr@sneadsfl.com

December 2024 Manager's Notes

1. Road construction on going.... starting to see progress on several streets. The Town should have all or part of seven roads resurfaced when completed.
2. Pope Street did NOT get selected in this year's selections from DOT. Will be asking for legislative help this session to get funding for it.
3. The Town will also request legislative help for the remaining 5 ball fields that need lighting. Met with Representative Abott and getting quotes now to send to Representative Abbott.
4. Much progress has been made in resolving the issue of people living at Lake Seminole. Hopefully with this issue seemingly resolved, we can get the Corp of Engineers to proceed with our requested lease.
5. Ball field poles and light are up on the first field on the right of the park...waiting on electricians to finish the wiring.
6. I have been asked and selected to serve on the Jackson County Chamber of Commerce Board of Directors for the next year. I will begin in January.
7. Grant from the Apalachee Regional Planning Council to replace our town's water well head and electrical panel has been approved. Working on details to get project started.
8. Work continuing on Lift Station # 4.
9. Need to approve one-time payment to Railroad for stormwater project from Lift Station #2 to treatment plant for piping under tracks.
10. Replacing our FEMA consultant within the same firm based on lack of progress. I have spoken to Vice President, and he assures better future results.
11. Getting bids for backhoe from excess FEMA funds from State contract to avoid rebidding and expediting purchase.
12. Re-bid opening on Dodson Park on 12/12/2024. Pre-bid meeting on storm water project on 12/11/2024.
13. Town will need to get a bridge loan to front pay some of the grants until reimbursement submitted. Sherri Griffin and I will check on loan this week.
14. Christmas parade set for this Saturday, December 14, 2024, at 4:00 p.m.