

**SNEADS TOWN COUNCIL
REGULAR MEETING
APRIL 12, 2022**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, April 12, 2022, at 6:00 p.m.

Mike Weeks called the meeting to order with the following present:

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

And the following were absent:

Donovan Weeks, Councilman
Daniel Cox, Attorney

All stood for the Pledge of Allegiance.

Tony Money made a motion to approve the **March** minutes as presented. George Alexander seconded. All voted aye.

Sherri Griffin, City Clerk presented Financial Statements and Budget Review Summary for **March**. (See Attached) George Alexander made a motion to accept them as presented. Angie Locke seconded. All voted aye.

Tony Money made a motion to pay approved bills. George Alexander seconded. All voted aye.

President Mike Weeks presented City Manager, Lee Garner with two awards. The first was a Certificate for 25 years as a member of Florida City/County Managers Association (FCCMA). The second was a Certificate for Being a Home Rule Champion for Local Governments in Florida State Legislature 2022 Session.

Mr. Garner asked Council to approve expenditure of excess funds from FEMA- Road Project. (See attached) These funds would go towards the purchased of a JCB Backhoe and a dump truck, both of which the town needs. Tony Money made a motion to approve the expenditure of the excess FEMA funds as presented. Angie Locke seconded. All voted aye.

Council was presented with a revised CDBG Purchasing Policy. (See attached). Angie Locke made a motion to adopt the revised CDBG Purchasing Policy as presented. Tony Money seconded. All voted aye.

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Mr. Garner presented the Council with a Purchase Agreement Offer for Property at Section Ave & Hwy 90. (See attached) This is the property across from our current land to be used for the Fire Dept and will give us the need additional land for the police dept. George Alexander made a motion to approve the purchase of the property. Tony Money seconded. All voted aye.

Council was asked to approve the Signature Agreement for Council President on the CDBG Grant #M0113. Tony Money made a motion to approve agreement as presented. Angie Locke seconded. All voted aye.

Andrew Kalel, Sunrise Consulting Group presented Council with an overview of the 2022 Legislative Session. (See attached) He suggested we send letters of thanks to Senators, who have helped us this session.

Resolution #22-03 entitled,

**A RESOLUTION OF THE TOWN OF SNEADS, FLORIDA SETTING THE
POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF
2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY
TOWN OF SNEADS, FLORIDA, AND SETTING AN EFFECTIVE DATE.**

was read and presented. Mr. Garner stated that the funds for the next two years totaling \$891,013.54, we get to decide what to spend the money on with less restrictions. George Alexander made a motion to adopt the Resolution as presented. Tony Money seconded. All voted aye.

Mr Garner presented his Managers Report. (See attached)

- Career Source Chipola- To fund school youth between 16-24 to be employees during June & July and we have requested 6-8 people.
- Lift Station #4- Has went out for advertising.
- Special Meeting- He & Attorney Cox would be meeting and discussing Muni Code, Law Enforcement Pay and other items and would need to discuss with Council afterwards. He would be suggesting a meeting before the next Council meeting.

George Alexander made a motion to adjourn at 7:02pm.

Respectfully Submitted,

Danielle Guy, Deputy Clerk

APPROVED:

MIKE WEEKS, COUNCIL PRESIDENT

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Budget Summary

GENERAL FUND

MARCH-Revenues are 16.18% **below** budgeted amount. Revenues will continue to show below budgeted amount due to large carryover.

Expenditures are 12.38% **below** budgeted amount.

GAS TAX

MARCH- Gas Tax County is 19.72% **above** budgeted amount. Local Option Gas Tax is 3.12% **above** budgeted amount.

Expenditures are 12.08% **below** budgeted amount.

SOLID WASTE

MARCH-Garbage revenues are 5.02% **above** budgeted amount.

Expenditures are 9.68% **below** budgeted amount.

WATER & SEWER

MARCH-Sewer Special is less than 1% **above** budgeted amount. ACI Sewer is 2.08% **below** budgeted amount. Water Sales and Sewer Sales are in line with budgeted amount.

Expenditures are 13.62% **above** budgeted amount.

RECREATION FUND

MARCH- Revenues are not reflected in balance sheet due to bank statement not in at time of meeting. Expenditures are below budgeted amount.



FLORIDA CITY AND COUNTY MANAGEMENT ASSOCIATION
Post Office Box 1757 • Tallahassee, Florida 32302 • 850.222.9684
Fax: 850.222.3806 • Email: crussell@flicities.com

March 30, 2022

Elmon Lee Garner, Town Manager
Town of Sneads
2028 Third Avenue
Sneads, FL 32460-2717

Dear Lee:

On behalf of the Florida City and County Management Association, I want to congratulate you for your 25 years of service to FCCMA. Your name will be listed in the Annual Conference Awards Program to recognize you for your service.

Service award recognition will be held during the Awards Program at the Annual Conference (June 1-4) at the Renaissance Orlando at SeaWorld, 6677 Harbor Drive in Orlando. The Awards Program will be held Thursday, June 2, 2022 from 5:30 p.m. – 6:30 p.m.

Please email a current photo (at least 300 DPI) to Carol Russell by April 22nd at crussell@flicities.com that we will use at the Awards Program. If you are not attending the conference and only planning to attend the Awards Program, please email Carol Russell. If you are unable to attend the conference, we will mail your pin.

We look forward to seeing you there.

Sincerely,

Casey Cook
Executive Director



For being a champion in the defense and protection of municipal Home Rule,
the Florida League of Cities presents the

HOME RULE HERO

to

Lee Garner, Town Manager
TOWN OF SNEADS

A handwritten signature in dark ink, appearing to read "Phillip E. Walker".

PHILLIP E. WALKER
Commissioner, Lakeland
President, Florida League of Cities, Inc.

A handwritten signature in dark ink, appearing to read "Jeannie Garner".

JEANNIE GARNER
Executive Director and CEO
Florida League of Cities, Inc.



Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

Email: Sneadsmgr@sneadsfl.com

April 1, 2022

MEMO TO: Council President and Council Members

SUBJECT: Excess Funds from Road Projects – FDEM

I have been advised by iParametrics (Mark Albright) that the Town has \$239,172.20 in excess funds from road projects of Hurricane Michael that we can use for a variety of things. I have included with this memo a FEMA Policy document outlining what some of these are. I have been discussing this with iParametrics for some time, waiting for a confirmation of the amount. We will have a high priority need for new equipment for the Street Department in the next year or two, as they need a new dump truck and backhoe. I have obtained a quote from the State of Florida State Contract for a Ford F750, 22 foot flatbed stake body, single axle, Class 7, 33,000 lbs. GVWR, 4x2 in the amount of around \$78,500 that Gary Pittman has said would be acceptable, along with a Model 4CX 15HFCE JCB Backhoe in the amount of \$137,935.05, making a total of \$216,235.05 estimate at the current time, but I am sure these prices will increase somewhat, depending when ordered. With the expected price increases and little extras that we might need, it would take up the entire amount of our excess funds. This influx of funding would go along way to assisting the Town with what we know are needed purchases in the near future and since this is an authorized expenditure, I would like to obtain council approval to give iParametrics the approval to proceed with such seeking such expenditure authorization.

Knowing what is ahead with the Police Department, any amount we can save the Town would be a great advantage to us as we proceed.

As I stated, I knew we had some excess funds for some time, but I did not discuss with you because I was not sure of the amount.


LEE GARNER
TOWN MANAGER

CC: Town Attorney, Town Clerk

STATE Contract

STATE Contract

STATE Contract

STATE Contract

STATE Contract

STATE Contract

Base Vehicle Specification ³						Payload Capacity (approx. lbs.) ⁵		Accepted Brands ⁴			
Base Vehicle Code ²	22 FOOT FLAT BED STAKE BODY TRUCK, SINGLE AXLE, CLASS 7, 33,000 LBS, GVWR (4x2)							GVWR (lbs.) ⁴	17,600	FORD F-SERIES, FREIGHTLINER M2, INTERNATIONAL W/CV SERIES, OR APPROVED EQUIVALENT	HAULING LARGE AND TRAILERS
430								33,000			
Manufacturer/Brand ¹		Representative Model ⁸		Representative Model Number ⁹		Base Vehicle Price (\$###,###.##) ¹⁰		OEM Options Discount (#%) ¹¹	Non-OEM Options Discount (#%) ¹²	Customer Pick-Up Discount (\$/#,###.##) ¹⁴	Estimated Lead Time in Days (###) ¹⁵
FORD		F750		F7D		\$ 78,500.00		1%	0%	\$ (100.00)	180-250
Specification Category ¹⁶	Section ¹⁷	Sub-section ¹⁸	Base Vehicle Specification Details ¹⁹		Representative Model Specification ²⁰		Options Specification Information ²¹				
ENGINE:	10	A.	Diesel engine, 6.9L, 210 Gross HP (per the latest issue of SAE J1349) and 560 lbs.-ft. Gross Torque, minimum.	Liters: 6.7	Gross HP: 210	Gross Torque: 700	Option Availability ²²	Option Manufacturer ²³	Option Model Number ²⁴	Option CA Length ²⁵	Option Type ²⁶
		B.	Emissions shall meet or exceed all applicable federal and State of Florida emissions and environmental laws, regulations, specifications, standards, and requirements in effect as of the date of manufacture.		Engine/Emissions Type: DIESEL						
		C.	Standard cooling system with antifreeze								
		D.	Dry type air cleaner with service (restriction) indicator.								
ELECTRICAL SYSTEM:	12	E.	Engine protection system, at a minimum, must be activated by low engine oil pressure, and high engine temperature System shall, at a minimum, include a warning light(s) and derate (ramp down) feature that will reduce engine power and speed, or shut down the engine when any of these functions exceed normal limits.								
		A.	Minimum 100 amps 12 v. alternator								
		B.	Batteries to have a minimum total of 1100 CCA @ 0 degrees F								
		A.	Automatic transmission, 6-speed minimum (International may bid a 5-speed, if required for the engine bid) with provisions for a PTO, Allison 3000RDS, or Approved Equivalent.								
TRANSMISSION:	20	A.	Steel front axle and suspension, minimum 12,000 lbs. capacity								
		B.	Front shock absorbers								
		C.	Front wheel oil-lubricated bearings and seals								
AXLES & SUSPENSION:	30	D.	Single speed rear axle and axle ratio is to be a 6:146, 43/6, 50 for 2400 RPM engines, 6:146, 43/6, 50 for 2400 RPM engines, 6:43/6, 50 for 2800 RPM engine, (International - 6:14/6, 17 for a 2600 RPM engine), or the closest possible ratio available that will provide a top speed of approximately 56 MPH.	Rear Suspension Capacity (lbs.): 21000	Rear Axle Ratio: 6.57	Engine RPM: 2400					
PERFORMANCE ITEMS:	40	E.	Front wheel hubs and rear axle shafts filled with synthetic lubricant.								
		F.	Auxiliary rear leaf spring(s) or rubber helper.								
		A.	Factory installed speedometer, odometer, ammeter or voltmeter, fuel gauge, engine oil pressure gauge, coolant temperature gauge, tachometer, air pressure gauge and dash mounted engine hour meter.								
		B.	Power steering								
COMFORT ITEMS:	50	A.	Factory installed AM/FM stereo radio with 2 speakers and antenna								
		B.	Air conditioner with integral heater and defroster.								
		C.	Arm rests both sides, if available, sun visors, both sides.								
		D.	Tinted glass all windows, including windshield.								
SAFETY ITEMS:	60	A.	Air horn(s), mounted under the cab or hood, or behind the front bumper.								
		B.	Standard electric horn.								
		C.	Outside mirrors, left and right side Mirrors to be 6 x 12 inches, minimum, with convex mirrors on both sides. Mirrors and brackets shall be of rust and corrosion resistance materials such as stainless steel, aluminum, coated metals or composite materials. Painted mirrors and brackets are not acceptable.								
		D.	Automatic-adjustable volume backup alarm. Must meet latest issue of SAE J994, Type B, 107dB (A). Factory or dealer installed.								

Scan 166



Prepared For:

Gary Pittman
Town of Sneads FL
2028 Third Avenue
Sneads FL 32460

phone: 850-272-4836
info@sneadsfl.com

Dealer Information

Briggs JCB
6907 Broadway Avenue
Jacksonville FL 32254
phone: (904) 693-9200
fax: (904) 693-0155
https://www.briggsjcb.com/

Prepared By:

Darius Prentice
darius.prentice@briggsequipment.com
mobile:
Quote Date: 08/20/21
Valid Until: 09/19/21
Quotation Reference: 310207

Model: 4CX 15HFCE

Qty: 1

Stock Order/Serial No: 3001843

4CX-15 SUPER, 4WD, 4WS, 109 HP TIER 4 FINAL, 15 FT CENTERMOUNT BACKHOE WITH EXTRADIG DIPPER. EASY CONTROLS. 150A ALTERNATOR, 560 LBS COUNTERWEIGHT. INCLUDES 2 SPOOL LOADER VALVE, FLIP OVER FEET, INTERIOR MIRROR, FRONT AND REAR WORKLIGHTS, BATTERY ISOLATOR, TOOLBOX AND AUTOMATE (AUTO CHECK, AUTO IDLE, AUTO DRIVE AND AUTO THROTTLE).

4CX-15 SUPER 109 HP CM MODEL PACK

MICHELIN POWER CL 440/80-28 AUTOSHIFT + TL AND F&R LSD, AWS

ADD 328/00592 48" FRAME & FLOATING FORKS, QH MOUNT

ADD 980/88833 MECHANICAL EXCAVATOR QH

ADD 128/C0225 24" EXCAVATOR BUCKET

CAB WITH A/C HEATED AIR SUSPENSION SEAT, ENGINE BLOCK HEATER

CAB, LIVELINK,

HAMMER/BI-DIRECTIONAL PIPEWORK

5/8" LOADER PIPEWORK RTD AND AUTO SRS FOR BI-DIRECTIONAL USE

ENGLISH TERRITORY PACK FOR USE WITH THUMB INCLUDES 750 LB

COUNTERWEIGHT

HEADLIGHTS

EXTERIOR MIRRORS

SEATBELT 3 IN

92 Inch Wide 6 in 1 Loader Bucket for Q-Fit 1.4 cu yd

Equipment Total 137,935.05

Total Customer Sale Price 137,935.05

Notes: ***** 2 Year / 2000 Hour Full Machine Warranty *****

The above quote supersedes all preceding price quotes. Prices quoted are valid for 30 days from quote date.

Customer Acceptance: _____

Date: _____

Dealer: _____

Date: _____

**TOWN OF SNEADS
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (DR) AND
MITIGATION (MIT) PROGRAM PURCHASING POLICY
INCLUDING THE MINORITY BUSINESS ENTERPRISE POLICY**

I. PURPOSE

This Policy is adopted to assure that commodities and services for the Community Development Block Grant Programs are obtained efficiently and effectively in free and open competition and through the use of sound procurement practices. All Town staff and other persons (subgrantees or contractors) with designated responsibility for the administration of CDBG award contracts are responsible for ensuring compliance with all applicable federal and state laws and regulations. These include but are not limited to OMB Circular A-102, Attachment O; 2 CFR 200.317-.326; s. 287.055 and 255.0525, Florida Statutes; and Rule 73C-23, Florida Administrative Code.

II. APPLICATION OF POLICY

This Policy shall apply to contracts or agreements for the procurement of all materials, supplies, services, construction, and equipment for any Community Development Block Grant Program solicited or entered into after the effective date of this Policy.

III. PURCHASING DIRECTOR

The CDBG Agency PURCHASING OFFICER shall serve as the central purchasing officer (the "Purchasing Officer") of the Town of Sneads for all contracts or agreements described in Section II.

IV. PURCHASING AND CONTRACT AWARD PROCEDURES

A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS

Except as to Sole Source Purchases (Section IV, F) and Cooperative Purchasing (Section IV, G), all purchases and contract awards are to be made subject to the provisions of the appropriate Section according to the following threshold amounts:

1. Small Purchases (Section IV, B)\$1 to \$10,000
2. Purchasing Quotes (Section IV, C)\$10,001 to \$25,000
3. Competitive Sealed Bids/Proposals (Section IV, D & IV, E).....\$25,001 and above

B. SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section IV, A1 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

C. PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized purchasing quotes in Section IV, A2 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

D. COMPETITIVE SEALED BIDDING

1. Conditions for Use. All contracts for purchases of a single item, services, or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV where price, not qualifications, is the basis for contract award, shall be awarded by competitive

sealed bidding.

2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73C-23.00521(2)(a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000 shall be published in at least one daily newspaper of general circulation in JACKSON-Agency/Region as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in an MSA at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Additionally, notice shall be sent to those vendors and contractors on the Agency's MBE/WBE solicitation list.

Alternatively, the Agency may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received by alternate procedure, the procurement will be invalid.

An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipts of bids, a vendor shall make a written request to the Agency for interpretations or corrections of any ambiguity, inconsistency, or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The Agency will not be responsible for oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any Agency employee prior to the opening of proposals. Only those communications which are in writing from the Agency may be considered as a duly authorized expression on the behalf of the Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Commission as duly authorized expressions on behalf of proposers.

- a) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
- b) Approved Equivalents: The Agency reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with the requirements above in D2, as appropriate. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.

4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.

5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements

set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this Policy.

6. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the Agency Commission.

7. Correction or Withdrawal of Bids. Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on mistakes in the bid, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the Agency or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

- a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
- b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.

8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The Agency reserves the right to waive any informality in bids and to make an award in whole or in part when one or both conditions are in the best interest of Town of Sneads. Any requirement which is waived must be documented and kept in the file.

- a) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
- b) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section IV, H of the CDBG Purchasing Policy of the Town of Sneads shall constitute a waiver of proceedings

under that section of this Policy".

10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the Agency, as determined by the Commission. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.

11. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, Purchasing Officer, for the following reasons:

- a) Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period.
- b) Failure to update the information on file including address, project or service, or business description.
- c) Failure to perform according to contract provisions.
- d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- f) Clear and convincing evidence that the vendor has attempted to give an Agency employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Agency's purchasing activity.
- g) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
- h) Other reasons deemed appropriate by the Agency.

E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV where qualifications, not price, is the basis for contract award shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV, E2.

1. Professional Architectural, Engineering, Landscape Architectural, and Land Surveying Services

- a) Public Announcement. It is the policy of the Agency to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the Agency may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.

(1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Council, the Purchasing Officer shall

submit to the Agency written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following;

- a) the general purpose of the services or study;
- b) the objectives of the study or services;
- c) estimated period of time needed for the services or the study;
- d) the estimated cost of the service or study;
- e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
- f) list of current contracts or prior services or studies which are related to the proposed study or service; and
- g) the desired qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.

(2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the Agency Commission to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an invitation to such persons to submit an indication of interest in performing the required services, and by notification of the date and time when such indications of interest are due. This date shall not be less than twelve (12) calendar days from the date of public notice which the Purchasing Officer shall publish in at least one daily newspaper of general circulation where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the Agency may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

(3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee prior to making its selection of those best qualified to be formally interviewed.

(4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the Agency is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.

b) Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the Agency may

determine whether a three member or five-member selection committee will best serve the needs of the Commission.

(1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the Council President or his/her designee.

(2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the Council President or his/her designee.

(3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:

(a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested, and available; and

(b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.

(4) Shortlisting. If determined by the selection committee, the best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. The Selection Committee shall / determine qualifications, interest, and availability by reviewing the written responses that express an interest in performing the services, and by conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:

- (a) competence, including technical educational and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;
- (b) current workload;
- (c) financial responsibilities;
- (d) ability to observe and advise whether plans and specifications are complied with, when applicable;
- (e) record of professional accomplishments;
- (f) proximity to the project involved, if applicable;
- (g) record of performance; and

- (h) ability to design an approach and work plan to meet the project requirements, where applicable.

(5) Interview and Commission Approval. After conducting the formal interviews, the Selection Committee shall list those respondents interviewed in order of preference based upon the considerations listed in subsection (4) above. The respondents so listed shall be considered to be the most qualified and shall be listed in order of preference starting at the top of the list. The list of best qualified persons shall be forwarded to the Commission for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

***Shortlisting and interviews may be deferred if the selection committee deems that a respondent meets all criteria for negotiation, and in the best interest of the Agency and its project due to time considerations.

- c) Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Council President directs those negotiations be conducted by a Negotiation Committee.

- d) Negotiation.

- (1) The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the Agency. In making this decision, the Purchasing Officer or the Negotiation/ Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.
- (2) As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall for ally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

2. Other Competitive Sealed Proposals (non-287.055 services)

- a) Conditions for Use. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.

- b) Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.
- c) Commission on Approval. Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive sealed Proposals shall be approved by the Town of Sneads prior to solicitation.
- d) Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection IV-D-3 of this Policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the Agency's MBE/WBE solicitation list.
- e) Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
- f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- g) Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Town of Sneads Town Council, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the Agency Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- h) Award. Award shall be made by the Agency Commission to the lowest responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to Town of Sneads, taking into consideration the evaluation factors set forth in the Request for Proposals.

F. SOLE SOURCE PURCHASES

- a) Sole Source Certification. A contract may be awarded for a supply, service material, equipment, or construction item(s) without competition when the Purchasing Officer with the coinsurance of the Clerk of Courts, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized

procurement be placed on the agenda for Commission approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000} it will require prior DEO approval.

G. COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this Policy.

2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the Agency would be served thereby, and the same is in accordance with this Policy and with the Agency, Federal and State Law.

H. BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the Agency Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the Clerk of Courts prior to protesting to the Agency Commission.

2. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the Agency shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within ten calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this section. A written protest is filed with the Agency when it is delivered to and received in the office of the Purchasing Officer.

- a) The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
- b) The formal written protest shall identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
- c) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.

3. Settlement and Resolution. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.

4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:

a) Protest Proceeding Procedures

(1) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.

(2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.

(3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.

(4) The judicial rules of evidence shall not apply, and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.

(5) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the Agency Commission.

(6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

- b) Intervener. The participation of interveners shall be governed by the terms of the order issued in response to a petition to intervene.
- c) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.
- d) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.

5. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the Agency Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the Agency.

I. CONTRACT CLAIMS

1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of an Agency contract, or any claim arising out of the performance of an Agency contract, prior to an appeal to the Agency Commission or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater

in value without prior approval of the Agency Commission.

2. Decision of the Purchasing Officer. All claims by a contractor against the Agency relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

3. Notice to the Contractor of the Purchasing Officers Decision. The decision of the Purchasing Officer shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached and shall inform the contractor of his appeal rights under Subsection D of this section.

4. Finality of the Purchasing Officer Decision: Contractor's Right to Appeal. The Purchasing Officers decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the Agency Commission.

5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if a/ adverse decision had been issued.

J. REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the Agency Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.

2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the Agency Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.

3. After Award. If, after award, the Purchasing Officer after consultation with the Agency Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;

a) if the person awarded the contract has not acted fraudulently or in bad faith:

(1) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Agency; or

(2) the contract may be terminated, and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or

(3) if the person awarded the contract has acted fraudulently or in bad faith the contract may be

declared null and void or voidable, if such action is in the best interest of the Agency.

V. CONTRACT ADMINISTRATION

A. CONTRACT PROVISIONS

1. Standard Contract Clauses and Their Modification.

- a) The Agency after consultation with the Agency Attorney, may establish standard contract clauses for use in Agency contracts.
- b) However, the Purchasing Officer may, upon consultation with the Agency Attorney, vary any such standard contract clauses for any particular contract.

2. Contract Clauses. All Agency contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the Agency Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:

- a) the unilateral right of the Agency to order, in writing, changes in the work within the scope of the contract;
- b) the unilateral right of the Agency to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
- c) variations occurring between estimated quantities of work in contract and actual quantities;
- d) defective pricing;
- e) time of performance and liquidated damages;
- f) specified excuses for delay or nonperformance;
- g) termination of the contract for default;
- h) termination of the contract in whole or in part for the convenience of the Agency;
- i) suspension of work on a construction project ordered by the Agency;
- j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract

(1) when the contract is negotiated;

(2) when the contractor provides the site or design; or

(3) when the parties have otherwise agreed with respect to the risk of differing site conditions;

- k) value engineering proposals;
- l) remedies;
- m) access to records/retention records;
- n) environmental compliance; and
- o) prohibition against contingency fees;
- p) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance any cancellation clauses;
- q) bonding requirements as set by the Agency Commission;
- r) causes of and authorization for suspension of contract for improper contractor activity.

B. PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the Agency:

- a) by agreement on a fixed price adjustment before adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b) by unit prices specified in the contract or subsequently agreed upon amounts;
- c) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the Agency;
- d) in such other manner as the contracting parties may mutually agree; or
- e) in the absence of agreement by the parties, by a unilateral determination by the Agency of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Agency, subject to provisions of this section.

2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this section.

C. CHANGE ORDERS/CONTRACT AMENDMENTS

1. Change orders and contract amendments, which provide for the alteration of the provisions of a contract may be approved by an appropriate person based upon the dollar value of the change or amendment.

2. The purchasing categories thresholds designated in Section IV-A shall govern the appropriate level of approval.

D. ASSIGNMENTS OF CONTRACTS

No agreement made pursuant to any section of this Policy shall be assigned or sublet as a whole or in part without the written consent of the Agency nor shall the contractor assign any monies due or to become due to the contractor hereunder without the previous written consent of the Agency.

E. RIGHT TO INSPECT PLANT

The Agency may, as its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the Agency. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the Agency.

VI. RIGHTS OF THE AGENCY COMMISSION

A. Nothing in this Policy shall be deemed to abrogate, annual, or limit the right of the Commission, in the best interests of the Agency, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good. Any actions taken by the Agency Commission will not violate federal code, state statutes or program requirements.

VII. AGENCY PROCUREMENT RECORDS

A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Agency in a contract file.

B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the Agency in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.

VIII. SPECIFICATIONS

A. MAXIMUM PRACTICABLE COMPETITION

1. All specifications shall be drafted to promote overall economy and encourage competition in satisfying the Agency needs and shall not be unduly restrictive.
2. This Policy applies to all specifications including, but not limited to, those prepared for the Agency by architects, engineers, designers, and draftsmen.

B. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the Agency determines that:
 - a) no other design, performance, or qualified product list is available;
 - b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - c) the nature of the product or the nature of the Agency requirements makes use of a brand name equivalent specifications suitable for the procurement; or

d) use of brand name or equivalent specification is in the Agency's best interest.

2. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three or as many different brands as are practicable, as products to those designated may be considered for award.

3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.

4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.

6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers used for identification and reference purposes only.

C. BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the Agency needs.

2. Competition. The Purchasing Director shall seek to identify sources from which be designated brand name item or items can be obtained and shall solicit such. Sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under section IV-F, Sole Source Purchases.

IX. ETHICS IN PUBLIC CONTRACTING

A. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall be in addition to civil sanctions set forth in this part.

B. Employee Conflict of Interest.

1. Participation. It shall be unethical for any Agency employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:

- a) the Agency employee, officer, or agent;
- b) any member of his immediate family;

- c) his or her partner; or
- d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The officers, employees or agents will neither solicit nor accept gratuities, favors or anything, of monetary value from contractors, potential contractors, or parties to the agreements.

2. Blind Trust. An Agency employee, officer or agent or any member of his family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

C. Contemporaneous Employment Prohibited.

1. It shall be unethical for any Agency employee who is participating directly or indirectly in the procurement process to become or to be, while an Agency employee, the employee of any person contracting with Town of Sneads.

D. Use of Confidential Information.

1. It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person

E. Gratuities and Kickbacks.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Agency employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular subcontract, or to any solicitation or proposal therefore.

2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation.

F. Sanctions.

1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the Agency, or other appropriate authority may:

- a) impose one or more appropriate disciplinary actions as defined in the Agency Personnel Rules and Regulations, up to and including termination of employment; and
- b) may request investigations and prosecution.

2. Non-employee Sanctions. The Commission may impose any one or more of the following

sanctions on a non-employee for violation of the ethical standards:

- a) written warnings;
- b) termination of contracts; or
- c) debarment or suspension from the Bid List as provided in Section XV.

G. Recovery of Value Transferred or Received in Breach of Ethical Standards.

1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this Policy by an Agency employee or non-employee may be recovered from both the Agency employee and non-employee.

2. Recovery of Kickbacks by Town of Sneads. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Agency and will be recoverable thereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.

X. FEDERAL POLICY NOTICE

A. Patents. If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:

- a) Notice To Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting, and rights to, any discovery or inventions arising out of the contract.
- b) Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.

B. Notice of Federal Public Policy Requirements.

1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:

- a) equal employment opportunity;
- b) affirmative action;
- c) fair labor standards;
- d) energy conservation;
- e) environmental protection; or
- f) other similar socio-economic programs.

2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving

the contractor notice of these requirements. Where applicable the Purchasing Director shall include in the contract provisions the requirement that the contractor gives similar notice to all of its subcontractors.

XI. PAYMENT TO VENDORS

All payment to vendors shall also in accordance with the amended "Prompt Payment Act", Chapter 89-297, Florida Statutes.

XII. MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

A. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the Agency Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the Agency Commission are responsible for implementing this program.

B. Policy Statement.

1. It is the policy goal of the Agency that two percent {2%} of the Commission approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (CIPs, equipment, commodities, and services) and on the marketplace. Procurement identified to establish a base for this program is not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.

2. All department and divisions under the jurisdiction of the Agency Commission are responsible for implementing this program and for making every reasonable effort to utilize MBE's and WBE's when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women-owned businesses.

3. Regarding the implementation of this Policy, it is the Commission's intent to foster economic development in the Agency's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the Agency. This is in no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended, or repealed by the Agency Commission, with or without a public hearing, as deemed necessary.

C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.

D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.

1. Capital Improvement Projects.

- a) Review. The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of

MBE/WBEs and report their finds to the Agency Commission. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.

b) Pre-Bid Activity.

(1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.

(2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.

(3) Upon request available plans and specification will be provided to MBE/WBE associations along with any special instructions on how to pursue bids.

(4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.

(5) Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.

(6) The Prime Contractor attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable. Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.

2. Contractor Responsibilities.

- a) Contractors must indicate all MBE/WBEs contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- b) A contractor who determines that an MBE/WBEs, named in the bid submittal is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
- c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. An MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- d) Contractors are required to make good faith efforts to obtain MBE/WBE

participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.

- e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate Agency representatives to review the project scope and the MBE/WBE utilization plan.
- f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

3. MBE/WBE Contractor Responsibilities.

- a) MBE/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program.
- b) MBE/WBEs should attend pre-construction conferences to obtain information and technical assistance on project end bid procedures in which they (MBE/WBEs) have submitted bids.

4. Joint Venture Responsibilities.

- a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in the policy.
- b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program will not be tolerated and may result in termination of participation.
- c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentage of the dollar amount of the work to be performed by the MBE/WBEs.
- d) Contracts subject to this Policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this Policy on MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Commission.

E. Fulfilling MBE/WBE Participation Requirements.

For the purpose of this Policy, a general contractor may utilize the services of an MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

XIII. PAYMENT

A. Payment will be expedited by the Commission within thirty {30} days upon completion and

acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.

B. The Agency will provide work progress payments to all businesses at the completion and subsequent acceptance by Commission representative within various stages of a particular project.

XIV. WAIVER OF BID BOND REQUIREMENTS

The Commission may at its discretion, waive any of the requirements of this Section when it is determined to be in the best interest of the Agency.

XV. BID LIST

A bid list for the purpose of bid solicitations shall be maintained by the Agency. The list shall consist of firms that apply.

A. The Agency staff may remove firms from the bid list for any of the following reasons:

1. consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen-month period; or
2. failure to update the information on file including address product or service description or business description.

B. The Commission may remove firms from the bid list for the following reasons:

1. failure to perform according to contract provisions.
2. conviction in a court of law of any criminal offense in connection with the conduct of business.
3. clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts.
4. clear and convincing evidence that a vendor has attempted to give a Commission employee, officer, or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity.
5. violation or circumvention of the Minority Business Enterprise Program; or
6. other reasons deemed appropriate by the Agency Commission.

XVI. REPORTING

A. The Purchasing Officer or appropriate person will report, at least annually, to the Commission on the status of the Minority Business Enterprise Program.

B. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

XVII. BONDING REQUIREMENTS

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified

Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

XVIII. TIME AND MATERIAL CONTRACT NOT TO EXCEED

Use of time and materials contracts must comply with 2 C.F.R. § 200.318(j).

XVIX. PERSONALLY IDENTIFIABLE INFORMATION, PROPRIETARY AND COPYRIGHTED MATERIALS

All Personally Identifiable Information, bids that include proprietary and copyrighted materials, and any financial statements submitted by bidders will be kept secure and private.

XVX. SEVERABILITY CLAUSE

Each separate provision of this program is deemed independent of all other provisions herein so that if any provision or provisions be declared invalid, all other provisions hereof shall remain valid and full force and effect.

XVXI. ACCESSIBILITY

When applicable, procurement documents will be made available in compliance with Section 508.

REVISED, PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida on this 12th day of April 2022.

TOWN OF SNEADS

Mike Weeks
Town Council President

ATTEST

Sherri Griffin, Town Clerk

PURCHASE AGREEMENT

This is a Purchase Agreement is between Samuel Whittington, whose address is 831 Anderson Road, Alford, FL 32420 ("Seller") and Town of Sneads, Florida, a municipal corporation, whose address is PO Box 159, Sneads, FL 32460 ("Purchaser") and is effective as described below.

Preliminary Statement:

Seller is the owner of certain parcels of real property situated in Jackson County, Florida, located at 2031 Section Avenue, Sneads, Florida and as more particularly described in Exhibit "A."

Seller agrees to sell and convey its right title and interest in the Property to Purchaser and Purchaser is willing to purchase the Property from Seller for the price and in accordance with the terms and conditions set forth below.

Now therefore, for and in consideration of the mutual covenants and promises hereinafter contained, the receipt and adequacy of which are conclusively acknowledged, Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller for the price and on the terms and conditions set forth herein, and as follows:

I. Definitions. For purposes of this Agreement:

- (a) "Agreement" shall mean this Purchase Agreement between Seller and Purchaser.
- (b) "Closing" shall mean the conveyance of title to the Property from Seller to Purchaser pursuant to the provisions of this Agreement.
- (c) "Closing Date" shall mean the date that the Closing occurs pursuant to this Agreement.
- (d) "Effective Date" shall mean the date the last party to this Agreement executes this Agreement.
- (e) "Due Diligence Period" shall mean the period following the Effective Date of this Agreement within which Purchaser is to satisfy itself as to the acceptability of the Property for Purchaser's intended use, as more specifically described in Section III of this Agreement.
- (f) "Permitted Exceptions" shall mean: (i) zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (ii) public road rights of way; (iii) recorded utility easements and (iv) such other exceptions to title appearing of record as Purchaser may, in its sole discretion, agree to accept.
- (g) "Title Company" shall mean a licensed title company of Purchaser's choice.

- (h) "Title Defect" shall mean an exception to title, other than a Permitted Exception.

II. Purchase and Sale.

- (a) The Purchase Price for the Property shall be \$40,000.00.
- (b) Within five days of the effective date, the Purchaser shall make a deposit of \$1,000.00 ("Initial Deposit") directly to the Title Company.
- (c) The balance of the Purchase price plus Closing costs will be paid at Closing.

III. Due Diligence Period.

- (a) Purchaser shall have forty five (45) days from the Effective Date ("Due Diligence Period") to satisfy itself as to the acceptability of the Property, or any part of it, for Purchaser's Intended Use of the Property in its discretion.
- (b) Seller shall cooperate with Purchaser's inspections and planning efforts by, for example, providing such additional information as Purchaser may reasonably request from time to time; provided that Seller shall not be required to incur any liability or expense (other than the cost of copying and mailing) in connection therewith.
- (c) If Purchaser is not satisfied with the Property, or any part of it as limited below, for any reason whatsoever, then Purchaser shall have the absolute and unconditional right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, whereupon Purchaser shall be entitled to an immediate and full refund of all deposits paid under this Agreement. Upon delivering notice to Seller, this Agreement shall automatically terminate. In the event that Purchaser does not deliver such notice of termination to the Seller prior to the expiration of the Due Diligence Period, then Purchaser shall be deemed to have accepted the Property and shall have no right to terminate this Purchase Agreement pursuant to this Section III.

IV. Title.

- (a) Seller agrees to convey fee simple title to the Property to Purchaser at Closing, subject only to the Permitted Exceptions.
- (b) If Purchaser's examination of Seller's title reflects any Title Defects, then Purchaser shall so notify Seller in writing promptly, specifying such Title Defects at least ten (10) days prior to the expiration of the Due Diligence Period, or within five (5) days of receipt of any title update revealing a previously non-existent title defect. Any Title Defect or potential Title Defect not specified in such notice to

Seller shall be deemed waived and accepted by Purchaser.

- (c) Seller shall have thirty (30) days from receipt of written notice from Purchaser within which to remove any Title Defects, and if Seller is unsuccessful in removing them within said time, Purchaser shall have the option of either: (i) accepting the title in its then existing condition; (ii) terminating this Agreement; or (iii) extending the cure period for such additional time as may reasonably be required to remove the Title Defect. Seller agrees that it will use reasonable efforts to correct any Title Defects within the time provided; however, in no event shall the Seller be required to bring a legal action or expend Seller funds in excess of five percent of the Purchase Price.
- (d) If any Title Defects are not cured by the date otherwise set for Closing but are cured within the original or extended cure periods, as applicable, then Closing shall occur within ten (10) days after the title has been corrected, provided the other conditions of this Agreement have been met.
- (e) In the event of any dispute relating to the condition of title, the determination of the Title Company shall be conclusive and binding on the parties, unless Seller can provide a reputable and creditworthy title insurance company that will insure over the matter at issue.

V. Survey. At Purchaser's discretion, within forty five (45) days after the Effective Date ("Survey Period"), Purchaser may obtain a current ALTA boundary survey of the Property from the surveyor of Purchaser's choice ("Survey"). Any encroachment of any improvements upon the land, any boundary disputes or violation of any easements, setback requirements or other covenants revealed by the Survey shall be treated as a Title Defect as provided in Section V of this Agreement. Purchaser shall provide Seller with a certified copy of the Survey certified to Seller, Purchaser and the Title Company; and Purchaser shall provide written notice to Seller of any matters contained on the Survey that Purchaser deems to be a Title Defect, all within ten (10) days of receipt of the Survey.

VI. Closing. Closing shall be held at a location in Jackson County determined by Title Company. The exact time of Closing shall be mutually agreed upon between the parties, or their respective counsel. Risk of loss and possession shall be transferred to Purchaser at completion of the Closing.

VII. Closing Documents. At the Closing, Seller shall execute and/or deliver the following documents all in form and content acceptable to Purchaser, acting in a reasonable manner:

- (a) A General Warranty Deed conveying title to the Property, subject only to the Permitted Exceptions;

- (b) An Affidavit reciting that there are no mechanic's, materialmen's or laborer's liens against the Property; that there have been no improvements, alterations or repairs to the Property within the past ninety (90) days for which the costs thereof remain unpaid; that the Property is free and clear of all liens, taxes, encumbrances and claims whatsoever, with the exception of the Permitted Exceptions; that affiant has received no notice of any violations of county or municipal ordinances pertaining to the Property and that there are no other parties in possession;
- (c) A Standard FIRPTA affidavit;
- (d) A standard "gap" affidavit in the form required by the Title Company issuing a title insurance policy to Purchaser;
- (e) Such other and further documents as may reasonably be required by the Title Company or otherwise reasonably appropriate to consummate the transaction in accordance with the provisions of this Agreement.

VIII. Closing Costs. Purchaser and Seller shall be equally responsible for payment of all closing costs

- IX. Access. At all times prior to Closing, Purchaser shall have reasonable access to the Property to conduct reasonable physical and site inspections and for any other purpose deemed necessary or appropriate by Purchaser; provided that Purchaser shall not damage the Property. Purchaser shall indemnify Seller for any loss or damages caused by Purchaser's entry upon the Property in advance of Closing, except that Purchaser shall not be responsible for minor damage. Seller hereby grants Purchaser a license to enter upon the Property for purpose of inspection.
- X. Conduct Prior to Closing. Prior to Closing, Seller shall not enter into any new contracts, leases or other agreements that affect the Property or will not expire or be terminable by Seller on or before the Closing Date, unless such agreement is expressly subordinate to the Purchaser's rights hereunder and approved by Purchaser.
- XI. Eminent Domain. If any portion of the Property shall be taken through the exercise of the power of eminent domain prior to the Closing, then in such event, Purchaser shall have the option either to: (i) take title at the Closing without any abatement or adjustment in the Purchase Price, in which event the Seller shall assign its rights in any condemnation award to the Purchaser or, if it is paid to Seller prior to the Closing, shall be applied as a credit against Purchase Price; or (ii) cancel this Agreement whereupon each party shall be released from any and all further obligations hereunder. In the event of such a loss, Purchaser shall make its election to take title or cancel this agreement within thirty (30) days of written notice thereof by Seller to Purchaser, failing which Purchaser shall be deemed to have elected to take title and close on the Property.

XII. Seller's Representations and Warranties.

- (a) Seller hereby represents and warrants to Purchaser that to Seller's knowledge, except to the extent disclosed in this Agreement, the following statements are true:
 - (i) The execution of this Agreement and the fulfillment of Seller's obligations hereunder shall not constitute or result in a breach of any term or provision of any existing mortgage or of any other agreement affecting the Property or by which Seller may be bound;
 - (ii) Seller has not received official notice, or any informal written or oral notice of any contemplated condemnation proceedings against the whole or any part of the Property;
 - (iii) Seller has no knowledge of any pending or threatened Moratorium, and Seller has no knowledge of any current violations of any building, zoning or other requirements of any applicable governmental authority affecting the Property;
 - (iv) Seller has no knowledge of any fact or condition which would result in the termination or reduction of the current access from the Property to existing public streets;
 - (v) There are no lawsuits presently pending nor have any lawsuits been threatened concerning the Property or any portion thereof, or Seller's title or right to convey the Property or any portion thereof hereunder;
 - (vi) Seller is in sole and undisputed possession of the Property and no other person or entity is entitled to possession of all or any portion of the Property;
 - (vii) There are no other leases, contracts, agreements, understandings or other obligations existing with respect to the Property, or any portion thereof, except for those disclosed in this Agreement and those to be disclosed to Purchaser as part of the Seller Deliveries;
 - (viii) No person, firm, corporation, or other entity has any right or option to acquire the Property, or any part thereof, except Purchaser pursuant to this Agreement;
 - (ix) Seller has received no notice and has no knowledge of any pending liens, increased assessments or tax rates, or any special assessments to be made against the Property by governmental authority;

- (x) To Seller's knowledge, the Property has not been used for the storage or disposal of any hazardous or toxic substance or waste, and is otherwise free from asbestos and other hazardous or toxic substances. Seller has no knowledge of any contamination of the Property in violation of environmental laws.
- (xi) Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the United States Internal Revenue Code, as amended, and Seller shall ratify this warranty by affidavit at the time of Closing.
- (b) All of Seller's representations and warranties shall be true and correct in all material respects as of the Closing Date and shall be deemed ratified by Seller's act of Closing. From and after the Effective Date of this Agreement, and until Closing, Seller shall not take any action or make any admission, which would have the effect of violating any of the representations or warranties of Seller contained in this Agreement.
- (c) The representations and warranties shall survive Closing for a period of one (1) year.

XIII. Default by Purchaser.

- (a) Excluding the payment of the Purchase Price at Closing which shall not have a cure period or require notice, Purchaser shall be entitled to written notice and ten (10) days as to monetary defaults and thirty (30) days as to non-monetary defaults in which to cure any default, which time frame shall run concurrently with any other notice or cure period set forth in this Agreement, and any deadline shall be extended for the period of cure.
- (b) If Purchaser fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Seller may terminate this Agreement and have and retain the Purchaser's total Deposit paid under this Agreement as liquidated damages.
- (c) Seller expressly and knowingly waives its right to seek specific performance of Purchaser's obligation to close on the purchase of the Property.

XIV. Default by Seller.

- (a) Seller shall be entitled to written notice and thirty (30) days opportunity to cure any default, which time frame shall run concurrently with any other notice or cure period set forth in this Agreement, and any deadline shall be extended for the period of cure.

- (b) If Seller fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Purchaser may: (a) terminate this Agreement in which event, Purchaser shall be entitled to an immediate and unqualified refund of all Deposits; or (b) obtain specific performance of Seller's obligations hereunder.
 - (c) In no event shall Seller be liable to Purchaser for damages of any kind except in the event that Seller conveys title or any interest in the Property in violation of the terms of this Agreement, thereby making it impossible to obtain specific performance of this Agreement
- XV. Brokerage. Seller warrants and acknowledges that, to Seller's knowledge, there are no realtors' fees associated with this transaction.
- XVI. Indemnification. Purchaser agrees to indemnify and hold the Seller harmless from any cost or liability for personal injury or property damage incurred or caused by reason of the Purchaser or its employees, agents or contractors, exercise of its right to enter onto the Property during the term of this Agreement.
- XVII. Miscellaneous.
 - (a) Entire Agreement. This Agreement constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.
 - (b) Binding Effect. All terms and provisions of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and assigns.
 - (c) No Waivers. The waiver by either party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by either party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

- (d) **Headings.** The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.
- (e) **Pronouns; Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.
- (f) **Time.** Time shall be of the essence. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.
- (g) **Severability.** The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that a provision of this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid provisions had not been inserted.
- (h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which when taken together shall be deemed to be an original and one and the same instrument.
- (i) **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to principles of conflicts or choice of laws.
- (j) **Jurisdiction and Venue.** Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Jackson County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.
- (k) **Assignment.** Purchaser may assign this Agreement at Closing, to an affiliate of Purchaser, or to any person or entity which pays all cash at Closing in accordance with the terms of this Agreement.
- (l) **Further Assurances.** Each party will, whenever and as often as he shall be reasonably requested to do so by the other party, execute, acknowledge and deliver any and all reasonable documents so requested or as are necessary in order

to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date indicated.

As to Purchaser:

WITNESSES:

Town of Sneads, Florida

Witness Signature

By: Lee Garner, Town Manager

Print Name

Date

Witness Signature

(SEAL)

Print Name

As to Seller:

WITNESSES:

Witness Signature

Print Name

Witness Signature

Print Name

Samuel Whittington

Date: _____

being in the COUNTY OF JACKSON, STATE OF FLORIDA:

Being the East 100.00 feet of Lot Number One (1) of Holland's Addition to Town of Sneads as shown on map or plat of record in the public records of Jackson County, Florida and more fully described as follows: Commence at the Southeast corner of Section 28, Township 4 North, Range 7 West, Jackson

County, Florida, thence North 00 degrees 08 minutes 32 seconds West along East line of Section 28, 1053.36 feet, thence South 89 degrees 02 minutes West, 20.00 feet for Point of Beginning, thence South 00 degrees 08 minutes 32 seconds East 216.11 feet, thence South 76 degrees 34 minutes 31 seconds West 102.80 feet, thence North 00 degrees 07 minutes 40 seconds West 238.29 feet, thence North 89 degrees 02 minutes 00 seconds East 100.00 feet to the Point of Beginning. The above described being the same parcel conveyed by W.T. Holland, and his wife, Ollie K. Holland, to Alton P. Johns and recorded January 21, 1952 in Deed Book 462, Page 541 and subsequently conveyed to the Grantor herein.



TOWN OF
SNEADS, FLA

2022 LEGISLATIVE
SESSION SUMMARY



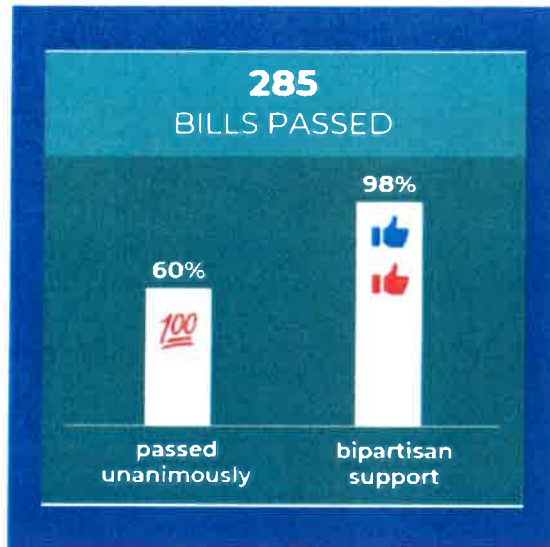
Overview of 2022 Session



Bills Filed: 3,735

Passed: 285





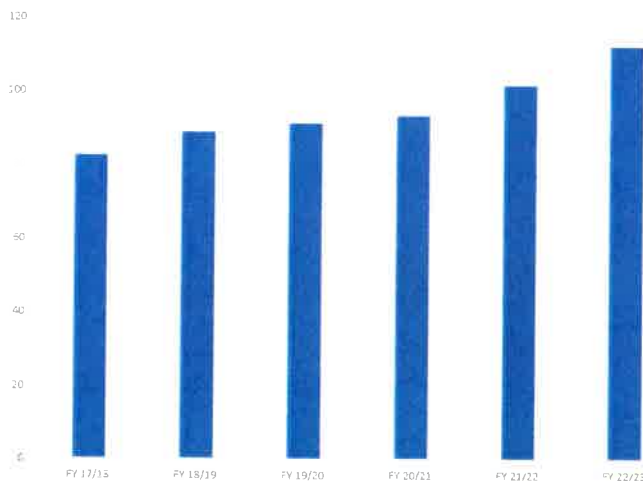
Overview of 2022 Session

Perception: A rigid partisan divide over 'culture wars' dominated Florida's 2022 session
vs.

Reality:
All *but* 7 bills that based had, at least *some*, **bipartisan support**.

FY 22/23 Budget Overview

Recent State Budget, year over year



- \$112.1 Billion State Budget
- 10% increase over current year's budget
- Revenues up 12.3% over projections in February

Highlights of the FY22/23 budget

\$2.3 billion for Everglades Restoration, other water projects	\$1.7 million investment in concealed weapons licensing and 25 positions
Law Enforcement Recruitment Bonus, & First Responder Bonuses	~5% increase in per student education funding
Minimum Wage Increases	Creation of a 6 th District Court of Appeals
\$650 million for 4,500 bed corrections facility	5.38% State Employee Pay Increase

Jackson County Specifics

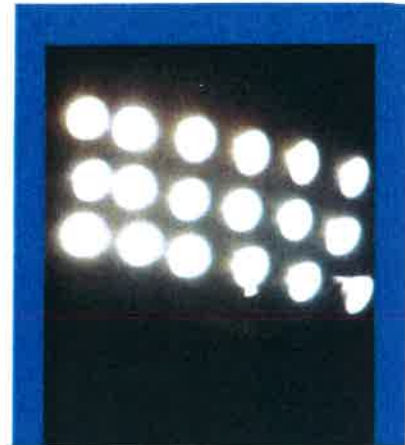
Agricultural Center	Agricultural Educational Land Laboratory
Road Drainage Mitigation	Jackson Co. School Board, \$16,798,745

Sneads Health & Recreation Project

- Submitted by Representative Drake & Senator Gainer
- Upon signature, available 7/1/22
- Grant agreement with DEP

Funded at \$825,000*

*subject to gubernatorial veto authority



SB 620 – Local Business Projection Act

- Establishes a process by which a business can recover losses caused by new ordinances passed by local governments.
- Petitioner must demonstrate a 15% loss of *profits*.
- A suit can be cured by amending/repealing the ordinance.
- Prevailing business can be awarded costs and attorney fees!



SB 518 – Rights to Prune, Trim, and Remove Trees

SB 518 provides that a local government inhibit a property owner's rights to prune, trim, or remove trees on their own property if the tree "poses an unacceptable risk" to persons or property.



House Joint Resolution 1 – Homestead Exemptions

Proposes a constitutional amendment authorizing the Legislature to provide an additional homestead exemption of \$50,000 for:

- Classroom teachers
- Law enforcement, correctional officers, firefighters, paramedics, and EMTs
- child welfare professionals
- active duty members of the United States Armed Forces,
- Florida National Guard members



HB 7049 – Legal Notices

- Gives a governmental agency the option to publish legal notices on a county website instead of in a print newspaper.
- Jackson County will have a public meeting to determine residents access to the internet.
- Can still publish in a newspaper, and on a newspaper's website.



HB 3 – Law Enforcement Recruitment

- Creates the recruitment bonus program to provide one-time bonus of up to \$5,000 to newly employed officers.
- \$1,000 academy scholarship program for new recruits.
- \$1,000 sponsorship of out-of-state transfers for equivalency.
- Adoption & education benefits for children of officers.
- May 1st, Law Enforcement Appreciation Day.



HB 105 – Regulation of Smoking by Municipalities

Allows local governments to restrict smoking within the boundaries of any public beach or park they own.

- Exceptions for unfiltered cigars.



HB 985 – Sovereign Immunity

DID NOT PASS

- Increases sovereign immunity caps against all levels of government from \$200,000 per person/\$300,000 per incident to \$400,000 per person/\$600,000 per incident.
- Shortens time local government has to settle claim pre-suit.



FRDAP

Funded at \$10,721,968 for FY 22/23.

August submission timeline.

Application workshop June 22nd .



Thank You

◀ Questions?



RESOLUTION NO. 22-03

A RESOLUTION OF THE TOWN OF SNEADS, FLORIDA SETTING THE POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY TOWN OF SNEADS, FLORIDA, AND SETTING AN EFFECTIVE DATE

WHEREAS The Town of Sneads, Florida, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the Assistance Listing; and

WHEREAS US Treasury has issued a Compliance and Reporting Guidance v.2.1 (November 15, 2021) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations, and

WHEREAS THE TOWN OF SNEADS, FLORIDA HAS DETERMINED THAT ITS BEST USE OF THESE FUNDS IS TO REPLACE LOST PUBLIC SECTOR REVENUE IN THE AMOUNT OF \$891,013.54 TO PROVIDE GOVERNMENT SERVICES UP TO THE AMOUNT OF AWARD.

WHEREAS this resolution becomes effective upon signature.

SO RESOLVED THIS 12TH DAY OF APRIL 2022 BY THE UNANIMOUS VOTE OF THE TOWN COUNCIL OF SNEADS, FLORIDA IN OPEN SESSION OF COUNCIL.

ATTEST:

MIKE WEEKS

COUNCIL PRESIDENT

SHERRI GRIFFIN

TOWN CLERK



Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

Email: Sneadsmgr@sneadsfl.com

April 8, 2022

MEMO TO: Council President and Council Members

SUBJECT: Town Manager's Report – April 2022

1. You will note a change in the agenda as to having a local pastor doing the invocation for each of the council meetings in the future from the East Jackson County Ministerial Association. I met with them earlier this month and for this meeting we will have Pastor Toby Allen of Salem Wesleyan Church. They all agreed that they would enjoy this task and be more a part of the community they represent.
2. I wanted to report we had a successful Pirate and Heritage Event over the last weekend. On Friday we had over five hundred school children visiting the event, getting history lessons about how people manufactured and did things many years ago. On Saturday, we had to cancel the boat regatta due to inclement weather in getting the Aux Arc Keel Boat transported to Sneads, but it will be here sometimes later in the year. The skirmish on Saturday morning between the Sneads Pirates and River Pirates was well received and of course, the Sneads Pirates won the battle. Overall, the event was a success, and we are making plans now for next year. I want to thank the Town of Sneads for its support of the event.
3. I have included a memo with backup documentation seeking approval to utilize excess funds from FEMA projects to purchase a new backhoe and dump truck for the Street Department, which will be a priority need in the next year or so. We have an opportunity as outlined in the documentation to enable the Town to get this ordered now and save our funds to assist us with the increase that we will have to do for the Police Department. Request a yes vote on this agenda item.
4. In accordance with the requirements of HR 1319 American Rescue Plan Act of 2021, we are required to report what the town will be expending the funds we have and will receive from this act to the US Treasury on our first report due April 30, 2022. With the changes to the authorized uses of the funds in the final rule, the Town can use them to provide government services to the extent they do not use over \$10 million, or the amount received. We will get a total of \$891,013.54 over the two-year period, with all of it having to be expended by 2026. I have prepared Resolution No. 22-03 to authorize these funds to be used for the above purpose, and we will have to properly account for the expenditures in our financial records and audits. Request a yes vote on this item.
5. Another agenda item is approval of revised CDBG purchasing plan for the Town of Sneads. I have attached the updated plan for your review and approval at council meeting.
6. I have had a conversation with Mr. Samuel Whittington, owner of the property across the street from where we want to construct our new Public Safety facility along Hwy 90. He has asked that the Town make him an offer to consider purchasing his property, which is valued about \$40,000. The Town Attorney has prepared the purchase agreement attached for your approval to present this

to Mr. Whittington to see if he will accept the proposed purchase price. The amount was derived from what the property is assessed at and difference in actual value. If he approves, we can work out the closing with Town Attorney and can pay for it with ARPA funds.

7. I am in the process of working out an agreement with Career Source Chipola to be able to employ several young out of school students during June and July 2022 in various positions within the Town under a grant process they are providing with full payment, and this would be a good firsthand experience for these teenagers. The ages will be from 16 – 24 and I have asked for all of ours to be over eighteen so they can operate equipment, such as weed eaters, lawnmowers, etc. that the Town has. Hopefully, this will assist us since we do not have the inmates as previously provided. We can use some of them at the sports complex to keep it up and in good order.
8. We will also have CDBG grant fund agreement for Grant No. M0113, in the amount of \$1,907,925.00 for work on nine (9) critical roadways, and integrated drainage improvements throughout the Town, for signature of the Council President. This grant is not part of the \$4,600,000 stormwater and drainage grant that we have received. Representatives of DHM will be here to go in more detail the scope of work on Grant No. M0113.
9. We all know what we have coming regarding the pay of the Police Officers, and this can be addressed as we proceed during the upcoming budget process. For the months of July-August-September we can make some adjustments in current budget as a show of good faith that we will look out for the well being of our public safety officers. By some of the actions that hopefully you will approve tonight, we will be able to weather the storm for the next couple of years and we are looking for the State Legislature to act in the next session to provide some assistance to municipal governments on this matter. I have already addressed this with our consultants, and they are taking this under advisement.
10. I was happy to receive the FLORIDA LEAGUE OF CITIES, INC. Home Rule Award again this year. I hope that next year, some of you councilmembers will be able to advocate in Tallahassee for the Town and local home rule. We need to start now with our legislative delegation on insuring that they act regarding the municipal police salaries deficit in the next session. I did not realize that I had been a member of FCCMA for twenty-five years and have enjoyed being a member the entire time.



ELMON LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Town Attorney