Regular Council Meeting Minutes January 3, 2022

Present: Donna Bullock, Steve Cozart, Jane Hayes, Nina Hendricks, Josh Holloway, Gretchen McPherson, Shon Owens, Eric Seib, April Watson, Crystal Weatherington, Tony Howard, Jana Williamson, Debbie Volpe

Meeting Call to Order: Eric Seib

Prayer: Josh Holloway

Pledge: Nina Hendricks

Approve Minutes: Councilwoman Hayes made a motion to approve the minutes as written. Seconded by Mayor Owens. 4 yeas, 0 nays. Motion carried.

Engineering Report: The Wastewater Treatment Plan renewal was approved. USDA Waterline project is making progress with a set completion date of Mar. 1, 2022. Discussion followed. The RFP opening for architectural services for Bray – Hendricks Park will occur at the next meeting. Lighting plans are being worked on. Discussion followed regarding the actual start date for the park project. The town will need to meet with Jay Recreation Association regarding this. The test well ad is going to be announced in the newspaper this week. CDBG paving project is still waiting on DEO.

Operations Report: Mr. Seib presented the Operations report (attached). The engineering plan for the gas line extension is awaiting internal review. Discussion followed. Councilwoman Hayes made a motion to move forward with plans for the gas line extension. Seconded by Councilwoman Hendricks. 4 yeas, 0 nays. Motion carried. Mr. Seib stated that the town is waiting on weather to continue installation of the outdoor fitness center.

Old Business:

Kentucky Assistance: A list of items requested for Kentucky Assistance was presented to the council (attached). Discussion followed. Councilwoman Hendricks will reach out to a friend in the affected area and will report back on the best way to move forward.

Park Donation Amounts: A suggested list of park donations amounts and recognition was presented (attached). Discussion followed.

New Business:

Land Development Code Public Participation Meeting: There will be a public meeting for the land development code (attached) on Thursday, Jan. 6, 2022, at 6:00 pm. Several community members were discussed to contact to attend this meeting.

Florida Avenue Setback Variance: Mayor Owens is building a subdivision off Florida Avenue. He is requesting that the current setbacks of 25-foot frontage and 40-foot rear property lines be varied for this subdivision to 25 feet for both frontage and rear property lines. Discussion followed. Councilman Holloway made a motion to allow the Florida Avenue setback currently in place of 25-foot frontage and 40-foot rear, to vary to 25-foot frontage and 25-foot rear for this project. Seconded by Councilwoman Hayes. Mayor Owens recused himself from voting. 3 yeas, 0 nays. Motion carried.

Town Hall Subject and Date: Mr. Seib stated that the next town hall meeting will be to discuss community recreation and fitness. He is requesting members of Jay Recreation and Jay Junior League Football to be present at the next council meeting to present the vision of the town's recreation programs moving forward. The Town Hall meeting will be held Feb. 15, 2022, at the Community Center at 6:00 pm.

Visitor Comments: Jana Williamson requested the support of the town council with allowing the cheerleaders that she sponsors through Royal Sportsplex to cheer at Jay Recreation basketball games. Mr. Seib will reach out to the principal of Jay High School and the current president of Jay Recreation to see what can be done.

Councilwoman Hayes made a motion to adjourn. Seconded by Councilman Holloway. 4 yeas, 0 nays. Motion carried.

Donna Bullock, Town Clerk

Shon Owens, Mayor

	Town of Jay Pr	own of Jay Project Tracker	
PROJECT	DESCRIPTION	OUTCOME	FOLLOW UP
USDA RUS Grant	Replace cast iron pipe to PVC at all reamining areas.	Clean Water	Working Hwy 4. Bores under roads on Hwy 89 happening as well. Extended to March 1.
Gas Line Extension	Extend Gas Line to Ag Farmer	Increased Gas Revenue	Engineering Plan awaiting internal Approval
Park Playground Plan	Add features to playground from \$50,000 FRDAP Grant	Improved Park Facilities	Fitness Center in storage until ready for construction. Foundation poured. Watching for consecutive dry days to lay the rubber tiles.
Park Master Plan	Create a Master Plan for the Bray-Hendricks Park for long term planning.		Reviewing Donation Levels. Ad for Architecture Bid published. Will read at next Town Council Meeting. Construction planned to start July 5, 2022.
COVID CDBG Grant	Senior Center Renovation	Upgraded Building	Application Submitted.
Land Development Plan Re- Write	Update the Town of Jay Land Development Plan	Updated Regulations	Contract signed. Need to hold Land Development Code Public Participation Plan this week.
2019 CDBG Grant - Road Repaving	Update our roads.	Econ Dev	Will plan construction to follow USDA work on Hwy 89.
State Street	Create a more useable road for local agriculture suppliers and farmers.	Passable Road	Surveyors requested.
Well #4	Create a new water well. Overall \$1.5 Mil cost.	Quality Water	Advertised in Tri-City Ledger this week. Due date Jan 28.
Online Ordinance with Municode	Update the Town of Jay Ordinances to electronic online access.	Efficient Access to Ordinances	In work.
Commerce Street	Create a one-way street northbound only to facilitate traffic.	Efficient Traffic Flow	
DEP Consent Order	State of Florida DEP Order to fix water distribution system by July 2023.		

ericseibtoj@bellsouth.net

From:

Eric Seib <eric.seib@outlook.com>

Sent:

Monday, December 27, 2021 8:56 AM

To:

Eric Seib

Subject:

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	Current,	Needs	
	· Shovels	•AAA BaHer.	ස්
	• Extension Cords	•Pediályte	
	· Baggies	·Womens RIs	
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	·Propane Tanks (all sizes)	- Razors	
	·Tarps	· New Towels ! Wash	Clots
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9, 85, 12 3 (25) 6 4 (7) 6	•Space Heaters	Ponchas	
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Figure 1 and	·ZipTies	·Windex & White Vin	
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cords

EXTENSION

GAS CANS

SHOUEUS

Bray-Hendricks Park Donation Recognition Program \$50,000 Bigger Concession Stand Baseball Fields

Amphitheater

Football Field

\$25,000

Smaller Concession Stand

Tee Ball Fields

Tennis Courts

Basketball Court

Soccer Field

Splash Pad

\$10,000

Playground

Trail

Outdoor Fitness Center

\$5,000

Batting Cage

Dugout per Field

\$2,500

Bleachers per Field

\$1,000

Benches

Picnic Tables

DocuSign Envelope ID: D5CCCD54-0EF4-4131-B42D-909AEAA9E55C

Agreement #P0437

Attachment 1 SCOPE OF WORK

1. GRANT AUTHORITY. This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2234, Chapter 2021-36, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. PROJECT DESCRIPTION:

Rapid Expansion in Santa Rosa County has resulted in the need for the Town of Jay to update its Comprehensive Plan and Land Development Codes (LDCs). The Town of Jay ("Grantee") will use funding to make the necessary revisions to the LDCs, and to assist in the implementation of the Town's long-term economic development vision.

- 3. GRANTEE'S RESPONSIBILITIES: Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.
 - A. Deliverable 1. Project Initiation and Administration

Grantee shall:

- Identify needed participants for initial kick off meeting through the development of a Public Participation Plan to enable the citizens of the Town of Jay to provide feedback on what sections of the Land Development Code they would like to see updated.
- 2. Conduct an initial kick-off meeting with Town officials and various citizens and interest groups in the community.
- Develop a final Project Work Plan.
- B. Deliverable 2. Data Collection, Assessment, and Evaluation

Grantee shall:

- 1. Conduct a Field Survey Property Assessment to determine the general layout of the town with an analysis of the different zoning districts.
- Meet with Town leadership to determine the vision for the community. Document and revise, as needed, the process for zoning and land development with the Town.
- 3. Pursuant to Task 3.B.2 of this Deliverable, develop a validation matrix of existing LDCs against the 2021 Comprehensive Plan for consistency.
- 4. Compare other municipal codes with the Town of Jay municipal code structure.

C. Deliverable 3. Public Engagement

Grantee shall develop a Public Engagement Plan for soliciting public input and conduct the following:

- 1. A minimum of five (5) Town council meetings, either in person or virtually.
- 2. A minimum of two (2) stakeholder focus groups, either in person or virtually.
- 3. A minimum of two (2) community workshops, either in person or virtually.

D. Deliverable 4. Draft LDCs

Grantee shall complete the following and submit to DEO for review and comment:

- 1. Using data developed in Section 3.B.2 and public input, create draft revised LDCs (electronic).
- 2. Develop a draft LDC erratum sheet (electronic).

E. Deliverable 5. Final LDCs

Grantee shall:

- 1. Review and address DEO comments received, if any, and develop a final LDC (electronic).
- 2. Develop a final LDC ordinance (electronic).
- F. DEO RESPONSIBILITIES: DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- **G. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
Deliverable 1. Project Initiation and Administration	Completion of Deliverable 1 as evidenced by submission of all of the following:	\$4,160	As provided in Section 12 of this Scope of Work.
Grantee shall complete the project initiation and administration activities in accordance with Section 3.A of this Scope of Work.	 Copy of a Public Engagement Plan; Evidence of kick-off meeting; including agendas, meeting minutes, and sign in sheets; and 		
Deliverable due date: January 10, 2022	3. Final Project Work Plan.		

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Collection, Assessment, and Evaluation evidenced by submission of all of the following: Grantee shall perform data collection, assessment, and 2. Validation matrix;	As provided in Section 12 of this Scope of Work.
identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property data collection, assessment, and 2. Validation matrix;	Section 12 of this Scope of
electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property data collection, assessment, and 2. Validation matrix;	Section 12 of this Scope of
PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, and PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, assessment, and Property Assessment; assessment, and Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, assessment, and To SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, and Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
ArcGIS 10.3.1 compatible shapefiles if they are available. Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, and ArcGIS 10.3.1 compatible shapefiles if they are available. Support of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
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Deliverable 2. Data Collection, Assessment, and Evaluation Grantee shall perform data collection, assessment, and Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Field Survey Property Assessment; assessment, and 2. Validation matrix;	Section 12 of this Scope of
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data collection, Assessment; assessment, and 2. Validation matrix;	
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evaluation activities in 3. LDC Comparative Analysis;	l
accordance with Section 4. Summary of meeting with	
3.B of this Scope of Work. Town Leadership and Vision	
Statement; and	
Deliverable due date: 5. Summary of the current	
January 31, 2022 process for zoning and land	
development within the	
Town.	
Grantee shall submit copies of	
all required documentation	
identified above on paper or	
electronically in MS Word or	
PDF format. If maps are	
required, they shall be uploaded	
to SERA system or provided on a	
compact disc in PDF format with	
ArcGIS compatible shapefiles if	1
they are available.	
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Engagement Commission of the	Section 12 of
	this Scope of
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public engagement 1. Public Engagement Plan	
activities in accordance (electronic); and	
with Section 3.C. of this 2. Agendas and meeting	
Scope of Work. minutes for at least five (5)	
Town council meetings, two	
Deliverable due date: (2) focus group stakeholder	
March 31, 2022 meetings, and two (2)	ļ
community workshops.	

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	Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Deliverable 4. Draft Land Development Codes Grantee shall develop draft LDCs and code erratum sheet in accordance with Section 3.D of this Scope of Work. Deliverable due date: May 15, 2022	Completion of Deliverable 4 as evidenced by submission of all of the following: 1. Draft LDC (electronic); and 2. Draft LDC errata sheet (electronic).	\$13,405.00	As provided in Section 12 of this Scope of Work.
Deliverable 5. Final Land Development Codes Grantee shall develop the Final LDC and LDC Ordinance in accordance with Section 3.E of this Scope of Work. Deliverable due date: May 31, 2022	Completion of Deliverable 5 as evidenced by submission of all of the following: 1. Final LDC (electronic) that addresses any DEO comments. 2. Final LDC Ordinance (electronic) that addresses any DEO comments.	\$4,375	As provided in Section 12 of this Scope of Work.

4. SUBCONTRACTS. In accordance with Section Y., Assignments and Subcontracts, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to DEO's Agreement Manager when

submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

- 5. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 6. BUSINESS DAY; COMPUTATION OF TIME. For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 7. COST SHIFTING. The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed ten (10) percent of each deliverable total funding amount. Changes that exceed ten (10) percent of each deliverable total funding amount will require a formal written amendment, as described in Section D., Renegotiation or Modification, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

8. INVOICE SUBMITTAL AND PAYMENT.

- A. DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with Section K, Invoices and Payments, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to <u>s. 215.971(1)</u>, F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.
- B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into DEO's Subrecipient Management Reporting Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by DEO to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).
- C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

- 1. Grantee's name and address;
- 2. Grantee's federal employer identification number;
- 3. the Agreement number;
- 4. the Grantee's invoice number;
- 5. an invoice date:
- 6. the dates of service;
- 7. the deliverable number;
- 8. a description of the deliverable;
- 9. a statement that the deliverable has been completed; and
- 10. the amount being requested.
- **D.** Grantee shall submit a **final invoice** no later than **60** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.
- **E. Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. For Work Performed by a Subcontractor:

- A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
- b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
- c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. For Work Performed by Grantee's Employees:

- a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
- b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
 - The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
 - ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
- c. Invoices or receipts for other direct costs.
- d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.
- **F.** Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

9. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the DEO CPTA Deliverables email at CPTADeliverables@deo.myflorida.com and DEO's Agreement Manager or upload the deliverable documents into DEO's SERA system for review. DEO will review all work submitted for payment under the deliverables and will determine in DEO's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, DEO shall provide written notice to Grantee by electronic mail of DEO's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If DEO determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from DEO to correct the insufficiency, and during this 10 business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. DEO may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with DEO to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until DEO notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by DEO.

10. FINANCIAL CONSEQUENCES.

- A. Financial consequences of \$50 a business day up to a maximum amount of \$500 shall be imposed in each of the following circumstances:
 - Grantee submits a deliverable to DEO more than ten (10) business days after the
 deliverable due date. Financial consequences begin to accrue on the eleventh business
 day following the deliverable due date and continue until the deliverable is received by
 DEO or the maximum amount of financial consequence accrues, whichever occurs first.
 - 2. Grantee is given a notice of insufficiency and fails to submit to DEO a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by DEO or the maximum financial consequence accrues, whichever occurs first.
- **B.** Imposition of the above described financial consequences shall in no manner affect DEO's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.
- 11. PRELIMINARY DRAFT DELIVERABLES; DEO REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to DEO for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to DEO under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to DEO for review and comment

no later than ten (10) business days before the deliverable due date. If DEO provides comments, Grantee is urged to address them in the deliverable submitted to DEO for payment. If submission of a preliminary draft deliverable for DEO review and comment is required under Section 3 or Section 5 of this Scope of Work, above, DEO shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address DEO's comments.

- 12. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in <u>s. 163.3184(1)(b)</u>, <u>F.S.</u>, and will be evaluated for compliance as part of DEO's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. DEO's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on DEO in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by DEO based on comments by DEO or other reviewing agencies. Documents submitted to DEO for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in Section A., Agreement Period, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to DEO for payment.
- 13. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding Section D., Renegotiation or Modification, of this Agreement, DEO's Agreement Manager, in DEO's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:
 - A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to DEO's Agreement Manager no later than one (1) business day before the deliverable due date (or the earliest of multiple due dates for which the extension is requested);
 - **B.** A request for an extension of time received by DEO's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;
 - C. If requested by DEO's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and
 - D. DEO's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

- 14. ADVERTISING AND INFORMATION RELEASE. Notwithstanding Section J., Advertising and Sponsorship Disclosure, and Section F., Records and Information Release, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from DEO for the work described in this Scope of Work.
- 15. NOTIFICATION OF INSTANCES OF FRAUD. Instances of Grantee's operational fraud or criminal activities shall be reported to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.
- **16. GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, the Grantee shall:
 - A. Stop work under this Agreement on the date and to the extent specified in the notice;
 - B. Complete performance of such part of the work as shall not have been terminated by DEO;
 - C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and
 - D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the DEO all property and materials belonging to DEO. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
- 17. CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT. In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Customer Support (251) 446-6000 (800) 423-7026



Advantage 24 Bank Line (251) 368-7979 (800) 861-8752

United Bank PO Box 8 Atmore AL 36504 Certificate of Deposit Renewal Notice

12/17/2021 DPN10500

(800) 423-7026

TOWN OF JAY PO BOX 66 JAY FL 32565-0066

Your Certificate of Deposit will mature on 01/18/2022. Unless you instruct us differently, your account will automatically be renewed for another 379 - Day(s). You may request new rate information on the maturity date.

Account: CD-000345647 Relationship: Primary Rate: 0.25% Term: 379 - Day(s) Interest Payment Method: Capitalize Current Balance: \$7,118.16 Maturity Date: 01/18/2022 Grace Period End Date: 01/28/2022

TRUTH IN SAVINGS DISCLOSURE 379 - Day(s) Renewable Certificate of Deposit

BALANCE COMPUTATION METHOD: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue on the business day you deposit non cash items (for example, checks).

Minimum Deposit Amount:

N/A

Minimum Withdrawal Amount:

N/A

Renewal Interest Rate:

Not Yet Determined *

Annual Percentage Yield:

Not Yet Determined *

Renewal Term:

379 - Day(s)

Renewal Maturity Date:

02/01/2023

Renewal Policy:

Automatically Renewable

Early Withdrawal Penalty

6 - Month(s) Interest **

Grace Period:

10 Day(s)

Next Grace Period Ending Date:

02/11/2023

Interest Payment Frequency:

3 - Month(s)

Interest Compounding Frequency:

3 - Month(s)

If you have any questions, please call us at (800) 423-7026 during regular business hours.

^{*} The Interest rate and annual percentage yield have not yet been determined. You may obtain these rates on or after 01/18/2022 by calling (800) 423-7026 during regular business hours. You will be paid the Renewal Interest Rate for 379 - Day(s). The Annual Percentage Yield assumes interest will remain on deposit until maturity. Any withdrawal of interest will reduce earnings.

^{**} An early withdrawal penalty will be imposed if you withdraw any of the principal before the maturity date.