

Regular Council Meeting Minutes

November 6, 2023

6:00 PM Central Standard Time

Present: Donna Bullock, Jane Hayes, Nina Hendricks, Michael & Cathy Hutto, Gretchen McPherson, Shon Owens, Eric Seib, David Tillar, April Watson, Crystal Weatherington, Joey & Christy Hutto, Alicia Barrow, Tony Howard

Meeting Call to Order: Eric Seib

Prayer: Michael Hutto

Pledge: Shon Owens

Approve Minutes: Mayor Owens made a motion to accept the regular meeting minutes as written from October 16, 2023. Seconded by Councilwoman Hendricks. 4 yeas, 0 nays. Motion carried.

Council Member Swearing In: Ms. Bullock swore in Michael Hutto to fill the vacant seat on the council. Mayor Owens welcomed Mr. Hutto to the council.

1. Town of Jay Report

Engineering / Operations Report: Mr. Seib presented the operations report (attached). Discussion followed. The park contract is still under legal review with the state.

2. Old Business

Town Clean Up: Mr. Seib stated that letters had been sent out and that he had noticed several of the properties had started the clean up effort. A new complaint had been received about 5116 Hendricks Circle and Mr. Seib stated that he would send a letter to the owner.

United Bank CD Renewal: Mr. Seib told the council that the United Bank CD renewal was for 8 months at a rate of 5%. He obtained a quote from Santa Rosa Credit Union for 9 months at 4.5%. Councilwoman Hayes made a motion to renew the CD with United Bank. Seconded by Councilman Hutto. 4 yeas, 0 nays. Motion carried.

3. New Business

Approval of Grant Administrator for Hurricane Sally Grant: Councilwoman Hayes made a motion to approve Jones-Phillips and Associates as administrators for the Hurricane Sally grant. Seconded by Mayor Owens. 4 yeas, 0 nays. Motion carried.

Feeding the Gulf Coast Mobile Truck: Mr. Seib told the council that Feeding the Gulf Coast had a mobile food truck that they would like to bring to Jay with reduced priced groceries for residents. Mr. Seib stated that he would like to allow them to park at the Marketplace for this event. Discussion followed.

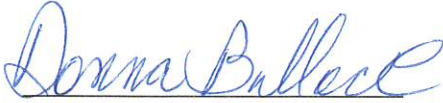
Wreaths Across America: Mr. Seib discussed Wreaths Across America. The wreaths cost \$17 each but are buy 2 get 1 free. He stated that the Jay Cemetery currently has 90 veteran graves. Mayor Owens made a motion to purchase 60 wreaths (90 total wreaths) for a total of \$1,020.00. Seconded by Councilwoman Hayes. 4 yeas, 0 nays. Motion carried.

Mayor Owens discussed the Christmas Lights and said he had received lots of positive feedback. He also discussed the Santa Rosa County zoning and land development code. He would like the town to get more involved with area farmers regarding land development and conservation. Discussion followed.

Christmas Parade Approval: Mr. Seib requested approval for the Joy in Jay Christmas Parade to be held on December 2, 2023 at 10:00am. Councilwoman Hayes made a motion to approve the Christmas Parade for December 2, 2023. Seconded by Councilwoman Hendricks. 4 yeas, 0 nays. Motion carried.

4.Visitor Comments: None

Motion by Councilwoman Hayes to adjourn. Seconded by Mayor Owens. 4 yeas, 0 nays. Motion carried.



Donna Bullock, Town Clerk



Shon Owens, Mayor

Town of Jay Project Tracker

PROJECT	DESCRIPTION	OUTCOME	FOLLOW UP
Park Master Plan	Create a Master Plan for the Bray-Hendricks Park for long term planning.		Architects working final building plans. Florida Commerce Contract is in legal department review. EREC electrical supply plan ready, needs architect final electrical demand.
COVID CDBG Grant	Senior Center Renovation.	Upgraded Building	Received 100% plans. Received authorization to use Grant Funds. Will bid out three contracts due to increased risk if bidding out each individually. Need Florida Commerce Review of Plans and Specs before we can advertise for bids.
State Street	Create a more useable road for local agriculture suppliers and farmers.	Passable Road	Doggett property easement agreed to. Awaiting Ms. Cotton's response to paperwork.
Jay Clean Up	Clean up select residences within the Town Limits to assist in the overall look of Jay.	Improved Neighborhoods	Review of top five residences. Nuisance Letters sent to two Midlred properties. One property owner called and has tidied up / mowed lawn.
Highway 89 and Highway 4 Intersection	Create a safer intersection.	Reduce Accidents	Road is owned and maintained by Santa Rosa County.
Wastewater Treatment Plant Drying Bed #3	Build a third drying bed.	WWTP Efficiency	Request engineering plan from Dewberry. Legislative Appropriation project submitted.
Well #4	Create a new water well. Overall \$1.5 Mil cost.	Quality Water	
Volunteer Fire Department	Partner with the Jay Fire Department to find a new building for them.	Fire Protection	
Industrial Park	Work on Improving the Site to Promote New Businesses and Industry.	Economic Development	Rural Infrastructure Grant application submitted.
Lead and Copper Lines	Identify and Replace homes with lead and copper lines from distribution line to house.	Quality Water	Grant awarded for \$600,000. Dewberry drafting a contract.
Sewer Line Replacement	Replace Sewer Lines on Highway 4 and Highway 89.	Increased Capacity	

CONTRACT FOR PROFESSIONAL GRANT ADMINISTRATION SERVICES

Community Development Block Grant Program
Town of Jay FFY 2023 Hurricane Sally
Project #HS 008

I. Agreement

This Contract for professional services is by and between the Town of Jay, Florida (hereinafter called the "Town"), acting herein by Shon Owens, Mayor, Town of Jay, herein duly authorized and Jones-Phillips & Associates, Inc., a corporation acting under the laws of the State of Florida, (hereinafter called the "Consultant"), acting herein by Robin A. Phillips, President, hereunto duly authorized on this the ___ day of November, 2023;

WITNESSETH THAT:

WHEREAS, the Town is entering into a contract with Florida Commerce for the implementation of a Community Development Block Grant (CDBG-DR) program pursuant to Title I of the Housing and Community development Act of 1974; and,

WHEREAS, the Town desires to engage the Consultant to render certain administrative services in connection with its Community Development program:

NOW, THEREFORE, the parties do mutually agree as follows:

A. Employment of Consultant

The Town hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the following Scope of Services, provided however, that no services may be rendered nor costs incurred under this contract unless and until the FY 2023 CDBG grant agreement for the project is entered into between the Town and Florida Commerce.

B. Scope of Services

The Consultant shall, in a satisfactory and proper manner, perform the following services:

1. Prepare the initial Environmental Assessment" and proper publication of environmental advertisements.
2. Establish and maintain an adequate record keeping system (project files) to allow for fiscal accountability, compliance with applicable rules and regulations, including post grant award procurement and a clear, concise audit trail at program close-out.
3. Ensure that the Town has an acceptable financial management system as it pertains to project specific expenditures of CDBG funds.
4. Serve as a liaison between the Town Council, architect and Florida Commerce to assure a timely and efficiently managed program. Coordinate the contracting process and general construction oversight including compliance with Davis-Bacon requirements and construction employee interviews.

5. Conduct necessary Davis-Bacon Wage Act compliance on behalf of the Town.
6. Assist the Town with Fair Housing requirements.
7. Coordinate submission of Requests for Funds, supervise all disbursements, notify Florida Commerce of construction progress, and submit project/budget summarizations to the Town, as needed.
8. Prepare any project amendments necessary during the implementation of the project.
9. Prepare and submit the necessary progress reports to the Town and Florida Commerce.
10. Work with the Town to document local match requirements.
11. Upon completion of all program activities, prepare necessary close-out documentation to be forwarded to Florida Commerce for review and approval.
12. Be available for all Florida Commerce monitoring visits to represent the Town during those visits. Prepare responses to monitoring findings and concerns for Recipient to submit to Florida Commerce or HUD.

C. Time of Performance

The services of the Consultant shall commence immediately and be provided on a per-day basis as requested by the Mayor or his/her designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, all of the services required and performed hereunder shall be completed no later than the completion date of the contract between the Town and Florida Commerce.

D. Access to Information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to the Consultant by the Town and its agencies. No charge will be made to the Consultant for such information, and the Town will cooperate with the Consultant in every way possible to facilitate the performance of the work described in this Contract.

E. Compensation and Method of Payment

1. The compensation and reimbursement to be paid hereunder for Section B. Scope of Service Items 2,3,4,5,6,7,8,9,10,11, and 12 will be \$160,000.00. Compensation shall be paid according to the Grant Administration Cost Analysis attached to this contract.
2. Compensation for Scope of Services Item 1 shall be \$125 per hour
3. Invoices shall be submitted by the last day of each month for services rendered during that month.
4. The Town will make payment within three (3) days after receipt of the money from Florida Commerce.
5. Compensation cited above shall be for administration of the FFY2023 CDBG grant.

F. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are the property of the Town. Consultant may retain reproducible copies of drawings and other documents.

G. Indemnification

The Consultant shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of Consultant, and shall exonerate, indemnify and hold harmless the Town, its officers, agents and all employees from and against them for local taxes or contributions required under Social Security, Worker's Compensation, and Income Tax laws. Further, Consultant shall exonerate, indemnify and hold harmless the Town with respect to any damages, expenses or claims arising from or in connection with any of the work performed under this Contract by Consultant. The Town agrees to indemnify and to hold harmless the Consultant against any and all claims, real or asserted, which may arise out of the Consultant's performance under any of the provisions of this contract.

H. Other

The Town and the Consultant agree that this is a personal service contract and that it does not make any provisions for the following services: architect, engineering, construction inspection, construction, legal or audit.

I. Terms and Conditions

This Contract is subject to the provisions titled, "Part II -- Terms and Conditions," attached hereto and incorporated by reference herein.

J. Address of Notices and Communications

Town of Jay
P.O. Box 66
Jay, FL. 32565

Jones-Phillips & Associates, Inc.
2352 Arriviste Way
Pensacola, FL 32504

K. Captions

Each paragraph of this contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

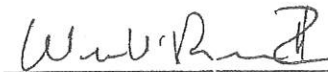
ATTEST:

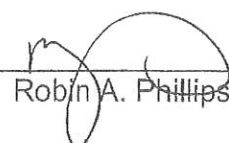
Town of Jay

By: _____
Shon Owens, Mayor

ATTEST:

Jones-Phillips & Associates, Inc.



By: 
Robin A. Phillips, President

GRANT ADMINISTRATION COST ANALYSIS
TOWN OF JAY FY23 COMMUNITY DEVELOPMENT BLOCK GRANT-DR PROJECT

WORK ELEMENT	PERSON RESPONSIBLE	START DATE (assume Nov - 23 contract date)	END DATE	HOURS	FEE BASIS	FEE
Financial Requirements	Robin Phillips	November-23	November-25	200	Hourly	\$ 9,444.44
Procurement of Contractor	Robin Phillips	November-23	November-25	100	Hourly	\$ 4,722.22
Process of Invoices and RFF	Robin Phillips	November-23	November-25	225	Hourly	\$ 10,625.00
Fair Housing	Robin Phillips	November-23	November-25	30	Hourly	\$ 1,416.67
General Contract Administration	Robin Phillips	November-23	November-25	200	Hourly	\$ 9,444.44
Amendments	Robin Phillips	November-23	November-25	50	Hourly	\$ 2,361.11
Monitoring	Robin Phillips	November-23	November-25	100	Hourly	\$ 4,722.22
Davis Bacon Monitoring	Robin Phillips	November-23	November-25	275	Hourly	\$ 12,986.11
Section 3 Monitoring	Robin Phillips	December-23	November-25	275	Hourly	\$ 12,986.11
Progress Reports	Robin Phillips	November-23	November-25	50	Hourly	\$ 2,361.11
Project Closeout	Robin Phillips	August-25	November-25	40	Hourly	\$ 1,888.89
Total Direct Labor	Robin Phillips			1545		\$ 72,958.33
Travel	Robin Phillips	November-23	November-25	2,000	Mileage @\$0.58.5 per mile	\$ 1,170.00
Per Diem Costs	Robin Phillips	August-25	November-25	2		\$ 150.00
Indirect Costs			Rate	Base		
Fringe Benefits		15% of Direct Labor	15%	\$ 72,958.33		\$ 10,943.75
General & Administrative		75% of Direct Labor	75%	\$ 72,958.33		\$ 54,718.75
SUB TOTAL CDBG						\$ 139,940.83
PROFIT CDBG						\$ 20,891.13
TOTAL PROPOSED ADMINISTRATIVE CONTRACT:						\$ 160,931.96

Join Us in Our Mission

Remember ★ Honor ★ Teach



★ **December 16, 2023** ★

National Wreaths Across America Day

Help Town of Jay Veterans Recognition Group honor local heroes!

Sponsor a wreath today to be placed on a veteran's grave this December at Town of Jay Cemetery.

Scan the QR code to make a donation online or visit www.wreathscrossamerica.org/FL1151



#ServeAndSucceed