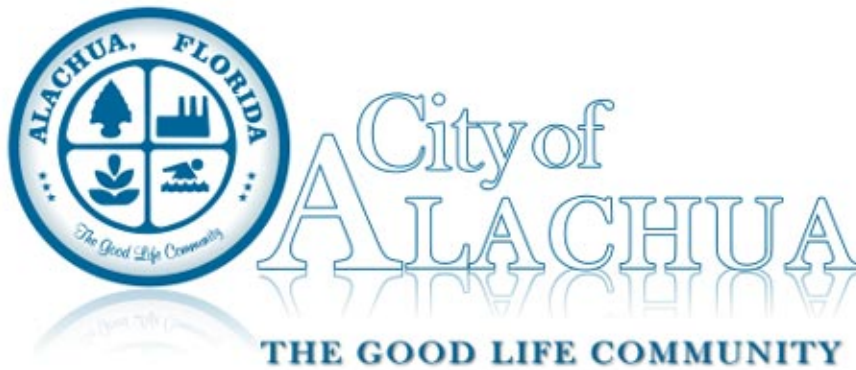




Regular City Commission Meeting Agenda January 24, 2022

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: January 24, 2022

Meeting Location: James A Lewis Commission Chambers
15100 NW 142 Terr.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

**APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY
TITLE ONLY**

I. SPECIAL PRESENTATIONS

- A.** 2022 Election Proclamation
- B.** Fiscal Analysis Report for FY 2021-2022 through November 30, 2021
- C.** Alachua Loin's Club Day Presentation

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

- A.** Suwannee River Water Management District (SRWMD) Meeting Report

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

V. AGENDA ITEMS

- A.** Resolution 22-07: Alachua Dreyer's Building Off-Site Tree Mitigation Request
- B.** Resolution 22-08: Adopting Amendments to the City Purchasing and Sales Policy and Regulations
- C.** Resolution 22-09; Amending the Fiscal Year 2021-2022 Budget for the Receipt of Unanticipated Revenue; Increasing the General Fund Police Department Budget to Appropriate Revenues and Expenses Related to the FFY 2020 Justice Assistance Grant Award

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

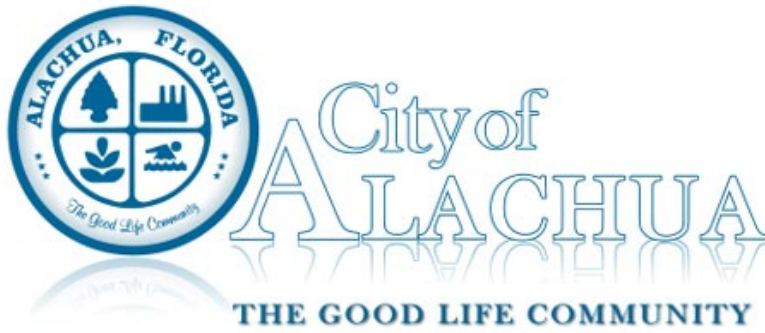
VIII.COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

CONSENT AGENDA ITEMS

January 10, 2022 City Commission Meeting Minutes



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: 2022 Election Proclamation

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Approve the calling of the election, specifying open seats, length of terms, time, and place for the April 2022 City Commission Election by having Mayor Coerper read the Proclamation.

Summary

City of Alachua Code of Ordinance Section 14-2 states, "Regular elections shall be held on the second Tuesday in April of each year for the election of Mayor and City Commissioners whose terms of office expire." City Code also stipulates that any "...runoff election shall be held on the third Tuesday following the former election day..."

Election Day will be Tuesday, April 12, 2022. In the event no candidate receives a majority (more than 50 percent) of the votes cast, the runoff election shall be Tuesday, May 3, 2022.

According to City Code Section 14-5 the Mayor shall issue the proclamation calling the election. "Such proclamation shall specify what officers are to be elected, the length of time such officers are to serve, question(s) to be called to a vote of the electors, if any, and the time and place of holding such election."

The election for 2022 will be for Seat 1 (Mayor) & Seat 2 (Commissioner) for three-year terms on the Alachua City Commission; and any other item that may be included on the ballot.

The qualifying period will be from Noon, Tuesday, February 15, 2022 to Noon, Tuesday, February 22, 2022.

The polling places will be located at the Multipurpose Center at Legacy Park, the Clubhouse at Turkey Creek, and the Cleather H. Hathcock, Sr., Community Center.

Per City Code Section 14-18, "The City Commission hereby declines to participate in the early voting procedure for its municipal elections."

The qualifying fee and alternate petition process have not changed since last year. This information may be found in the City Code Section 14-8. The qualifying fee set by Ordinance, payable to the City of Alachua from the campaign account, is \$25.

The State Election Assessment fee is set by State Statute at 1% of Commission compensation. The State Election Assessment fee must also be paid from the campaign account.

FINANCIAL IMPACT: Yes

BUDGETED: Yes

AMOUNT: Approximately \$18,000

FUNDING SOURCE: General Fund

ATTACHMENTS:

Description

- ▣ Proclamation - English
- ▣ Proclamation - Spanish



City of Alachua, Florida

Office of Mayor *Gib Coerper*

PROCLAMATION

I, Gib Coerper, Mayor of the City of Alachua, Florida, do hereby Proclaim:

An election is called for Tuesday, April 12, 2022, for the purpose of filling Seat 1 and Seat 2 for three-year terms on the Alachua City Commission.

WHEREAS, the successful candidate for Seat 1 (Mayor) and Seat 2 shall serve a three-year term ending April 2025; and

WHEREAS, the polling places will be open from 7:00 a.m. until 7:00 p.m. at the Legacy Park, Cleather Hathcock, Sr. Community Center, and The Clubhouse at Turkey Creek; and

WHEREAS, at the conclusion of the qualifying period, this proclamation shall be published once each week for four weeks in a newspaper of general circulation published in the County;

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of January, 2022.

ATTEST:

Gib Coerper, Mayor



Ciudad de Alachua,
Florida
Oficina del Alcalde
Gib Coerper

PROCLAMACIÓN

Yo, Gib Coerper, Alcalde de la Ciudad de Alachua, Florida, por la presente proclamo:

Se convocará una elección para el día martes 12 de abril del año 2022, con el propósito de llenar los asientos 1 y 2 por períodos de tres años en la Comisión de la Ciudad de Alachua.

Considerando que, el candidato ganador para el Asiento 1 (Alcalde) y el Asiento 2 cumplirá un mandato de tres años que finalizará en el mes de abril del año 2025; y,

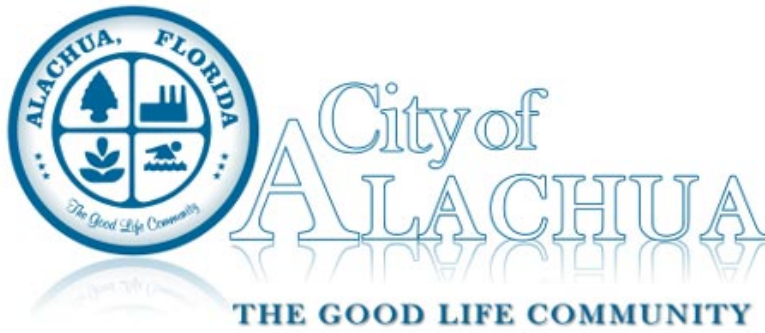
Considerando que, los lugares de votación estarán abiertos desde la 7:00 a.m. hasta la 7:00 p.m. en el Legacy Park, Cleather Hathcock, Sr. Community Center y The Clubhouse at Turkey Creek; y,

Considerando que, al término del período de calificación, esta proclamación se publicará una vez por semana por cuatro semanas en un periódico de circulación general publicado en el Condado;

EN TESTIGO DE LO CUAL, He aquí puesto firma de mano propia este día 24 de enero del año 2022.

Atestigua:

Gib Coerper, Alcalde



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Fiscal Analysis Report for FY 2021-2022 through November 30, 2021

PREPARED BY: Tyler Williams, FAS - Senior Accountant

RECOMMENDED ACTION:

Receive the presentation.

Summary

The Finance and Administrative Services periodically prepares fiscal analysis reports for the purpose of conveying the City's general fiscal operating condition to the City Commission and the residents of the City of Alachua.

FINANCIAL IMPACT: No

BUDGETED: No

ATTACHMENTS:

Description

- ☐ Fiscal Analysis Report 20211130
- ☐ Presentation 20211130



**FINANCE AND ADMINISTRATIVE SERVICES
FISCAL ANALYSIS
FY 2021-2022
THROUGH NOVEMBER 30, 2021**

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INTRODUCTION TO FISCAL ANALYSIS REPORT

Purpose

The fiscal analysis report is used to report the operating condition of the City, and where applicable, identify potential trends and, if necessary, recommend options for corrective action. The report first looks at all City Funds, and then looks at the major fund types (General Fund, Enterprise Funds, etc.). This report is merely a snapshot that fairly represents the City's financial position at a given point in time. While materially accurate, these are unaudited figures.

Defining Revenue

Revenues are the financial resources available to the City. The City of Alachua has a variety of revenue sources. These revenue sources include taxes, permits and fees, charges for services, fines and forfeitures, grants, and other miscellaneous revenues.

Defining Expenditure

Expenditures constitute a use of financial resources. There are four basic types of expenditures: personal services, operating, capital and debt. Personal services include all salary and salary related expenditures. Operating expenditures include the day-to-day expenses such as supplies, utilities, and equipment purchases. Capital expenditures include construction of roads, parks, buildings and the purchase of land. Debt is the expense related to principal and interest on long-term bonds and notes issued by the City. Expenditure figures within this report include encumbrances. Encumbrances are expenditure commitments that have not yet been actually incurred.

Defining Expenditure Function

Expenditure functions are expenditure classifications according to the principal purposes for which expenditures are made. Examples are general government, public safety, economic environment, physical environment, transportation, and culture/recreation.

Defining Fund Balance

Fund balances are the funds carried over from the previous fiscal year. The City has a variety of uses for fund balance including reserve for future capital projects, for emergencies and catastrophes, for certain bond issues, and for other contingencies and expenditures.

Conclusion

The report gives a more comprehensive view by fund type of the financial operations of the City. The Finance and Administrative Services Department welcomes any feedback you may have.

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

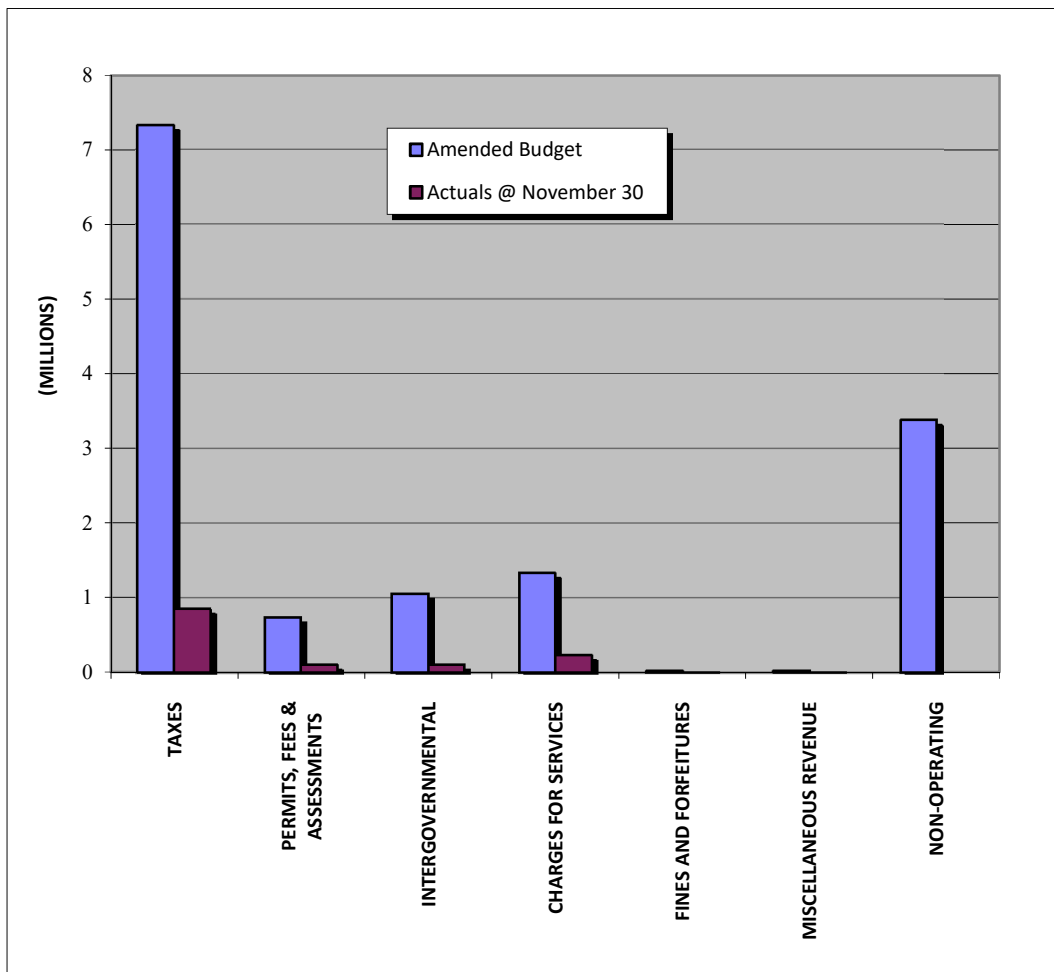
GENERAL FUND

FUND 001 - GENERAL FUND: The General Fund is the general operating fund for the Alachua City Commission. This fund is used to account for all financial resources, except those required to be accounted for separately. These resources provide funding for programs such as Fire Services, Recreation Services, General Government Administration, Capital Improvement Projects, Law Enforcement and Planning Services to all residents of the City of Alachua.

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	7,332,527	7,332,527	857,207	12%
PERMITS, FEES & ASSESSMENTS	743,989	743,989	105,684	14%
INTERGOVERNMENTAL	1,062,899	1,062,899	114,890	11%
CHARGES FOR SERVICES	1,334,742	1,334,742	235,964	18%
FINES AND FORFEITURES	30,000	30,000	2,148	7%
MISCELLANEOUS REVENUE	33,600	33,600	5,509	16%
NON-OPERATING	3,384,295	3,384,295	0	0%
	13,922,052	13,922,052	1,321,402	9%
EXPENSES:				
GENERAL GOVERNMENT	6,050,111	6,050,111	970,810	16%
PUBLIC SAFETY	4,396,364	4,396,364	980,628	22%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	736,948	736,948	722,178	98%
TRANSPORTATION	1,453,156	1,453,156	214,634	15%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	1,285,473	1,285,473	339,454	26%
	13,922,052	13,922,052	3,227,704	23%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	7,763,865	7,763,865	1,097,369	14%
OPERATING EXPENDITURES	3,740,380	3,740,380	1,779,134	48%
CAPITAL OUTLAY	1,106,611	1,106,611	348,509	31%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	84,000	84,000	2,692	3%
NON-OPERATING	1,227,196	1,227,196	0	0%
POWER COSTS	0	0	0	0%
	13,922,052	13,922,052	3,227,704	23%

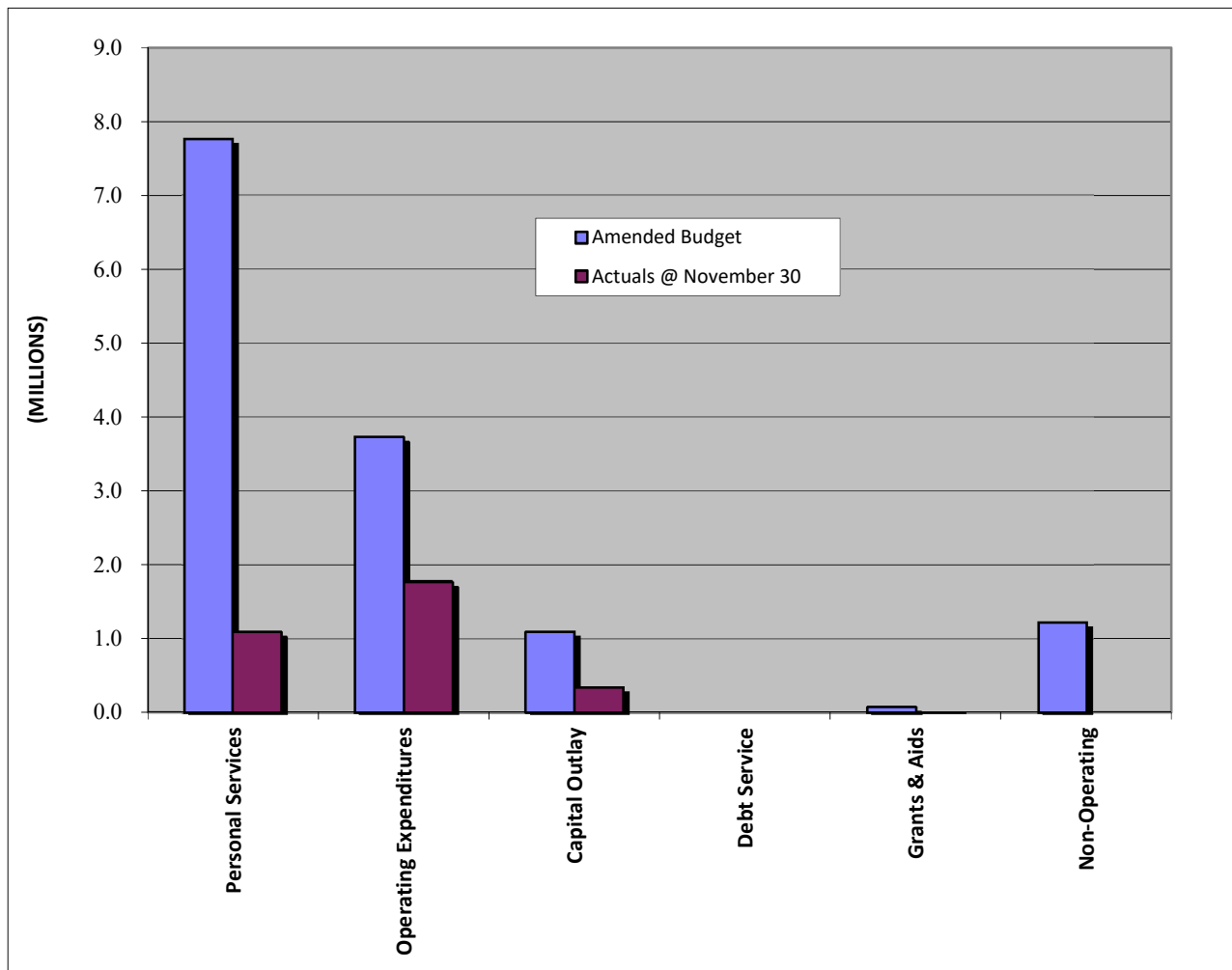
Revenues by Major Category General Fund

As of November 30, 2021, the City of Alachua collected 9% of budgeted General Fund revenues. Tax collections are at 12%. These revenues include property taxes, local option fuel taxes, utility taxes, and communication services taxes and account for \$7.3M, or just over half, of the General Fund annual budgeted revenues. Permits, Fees & Assessments are at 14%. The Intergovernmental Revenues are at 11%. Charges for Services are at 18%, Fines & Forfeitures are at 7%, Miscellaneous Revenues are at 16% and Non-Operating Revenues are at 0%.



Expenditures by Major Category General Fund

Overall, General Fund expenditure categories were at 23%. Personal Services are at 14% with Operating Expenditures at 48%. The Capital Outlay category is at 31%, Grants & Aids are 3% and Non-Operating expenditures are at 0%. Encumbrances for legal and residential waste collection account for 24% of the expense line total (\$784K).



CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

GENERAL FUND REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT COLLECTED
<u>TAXES</u>				
AD VALOREM TAXES	5,068,089	5,068,089	507,971	10%
LOCAL OPTION FUEL TAXES	282,438	282,438	26,438	9%
UTILITY SERVICES TAXES	1,600,000	1,600,000	252,762	16%
COMMUNICATIONS SERVICES TAXES	340,000	340,000	24,530	7%
LOCAL BUSINESS TAXES	42,000	42,000	45,506	108%
SUBTOTAL	7,332,527	7,332,527	857,207	12%
<u>PERMITS, FEES AND ASSESSMENTS</u>				
BUILDING PERMITS	361,989	361,989	70,532	19%
FRANCHISE FEES	382,000	382,000	35,152	9%
SUBTOTAL	743,989	743,989	105,684	14%
<u>INTERGOVERNMENTAL REVENUE</u>				
STATE-SHARED REVENUES	1,051,829	1,051,829	114,890	11%
GRANTS	11,070	11,070	0	0%
SUBTOTAL	1,062,899	1,062,899	114,890	11%
<u>CHARGES FOR SERVICES</u>				
GENERAL GOVERNMENT	60,350	60,350	34,365	57%
PUBLIC SAFETY	322,000	322,000	31,140	10%
PHYSICAL ENVIRONMENT	850,392	850,392	139,629	16%
TRANSPORTATION	0	0	0	0%
CULTURE & RECREATION	102,000	102,000	30,830	30%
OTHER CHARGES FOR SVCS	0	0	0	0%
SUBTOTAL	1,334,742	1,334,742	235,964	18%
<u>FINES & FORFEITURES</u>				
FINES & FORFEITURES	30,000	30,000	2,148	7%
OTHER FINES & FORFEITURES	0	0	0	0%
SUBTOTAL	30,000	30,000	2,148	7%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	5,000	5,000	633	13%
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	28,600	28,600	4,876	17%
SUBTOTAL	33,600	33,600	5,509	16%
<u>NON-OPERATING</u>				
CONTRIBUTIONS FROM ENTERPRISE	2,000,000	2,000,000	0	0%
FUND BALANCE & UNDER COLLECTION	1,384,295	1,384,295	0	0%
SUBTOTAL	3,384,295	3,384,295	0	0%
GENERAL FUND	13,922,052	13,922,052	1,321,402	9%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
CITY COMMISSION						
PERSONAL SERVICES	115,260	18,042	16%	0	0%	16%
OPERATING EXPENDITURES	27,286	9,233	34%	0	0%	34%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	142,546	27,275	19%	0	0%	19%
CITY MANAGER'S OFFICE						
PERSONAL SERVICES	616,471	43,685	7%	0	0%	7%
OPERATING EXPENDITURES	73,753	18,985	26%	33,200	45%	71%
CAPITAL OUTLAY	25,000	32,261	129%	0	0%	129%
GRANTS & AIDS	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	715,224	94,931	13%	33,200	5%	18%
DEPUTY CITY CLERK						
PERSONAL SERVICES	138,373	23,569	17%	0	0%	17%
OPERATING EXPENDITURES	71,759	16,217	23%	3,442	5%	27%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	210,132	39,786	19%	3,442	2%	21%
CITY ATTORNEY						
OPERATING EXPENDITURES	186,831	11,525	6%	125,573	67%	73%
TOTAL EXPENDITURES	186,831	11,525	6%	125,573	67%	73%
INFORMATION & TECHNOLOGY SERVICES						
PERSONAL SERVICES	168,161	23,172	14%	0	0%	14%
OPERATING EXPENDITURES	77,840	17,123	22%	4,239	5%	27%
CAPITAL OUTLAY	150,000	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	396,001	40,295	10%	4,239	1%	11%
FINANCE						
PERSONAL SERVICES	575,896	76,087	13%	0	0%	13%
OPERATING EXPENDITURES	93,192	16,919	18%	24,520	26%	44%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	669,088	93,006	14%	24,520	4%	18%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
HUMAN RESOURCES						
PERSONAL SERVICES	251,899	31,233	12%	0	0%	12%
OPERATING EXPENDITURES	64,183	10,145	16%	4,187	7%	22%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	316,082	41,378	13%	4,187	1%	14%
FACILITIES MAINTENANCE						
PERSONAL SERVICES	550,877	77,447	14%	0	0%	14%
OPERATING EXPENDITURES	200,287	20,413	10%	14,544	7%	17%
CAPITAL OUTLAY	158,574	87,394	55%	0	0%	55%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	909,738	185,254	20%	14,544	2%	22%
GRANTS & CONTRACTS						
PERSONAL SERVICES	0	0	0%	0	0%	0%
OPERATING EXPENDITURES	55,500	133	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	55,500	133	0%	0	0%	0%
CP&D-PLANNING & DEVELOPMENT						
PERSONAL SERVICES	510,931	84,633	17%	0	0%	17%
OPERATING EXPENDITURES	116,637	6,695	6%	30,303	26%	32%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	627,568	91,328	15%	30,303	5%	19%
COMPLIANCE & RISK MANAGEMENT						
PERSONAL SERVICES	303,087	50,604	17%	0	0%	17%
OPERATING EXPENDITURES	38,244	1,556	4%	0	0%	4%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	341,331	52,160	15%	0	0%	15%
CP&D-BEAUTIFICATION BOARD						
OPERATING EXPENDITURES	23,000	2,730	12%	16,450	72%	83%
TOTAL EXPENDITURES	23,000	2,730	12%	16,450	72%	83%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>SPECIAL EXPENSE</u>						
PERSONAL SERVICES	14,074	0	0%	0	0%	0%
OPERATING EXPENDITURES	106,800	8,480	8%	0	0%	8%
CAPITAL OUTLAY	25,000	0	0%	23,379	94%	94%
GRANTS & AIDS	84,000	2,692	3%	0	0%	3%
NON-OPERATING	1,227,196	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,457,070	11,172	1%	23,379	2%	2%
<u>PS-SOLID WASTE DISPOSAL</u>						
OPERATING EXPENDITURES	736,948	63,680	9%	658,498	89%	98%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	736,948	63,680	9%	658,498	89%	98%
<u>PS-PUBLIC WORKS</u>						
PERSONAL SERVICES	616,110	75,873	12%	0	0%	12%
OPERATING EXPENDITURES	320,046	24,968	8%	97,789	31%	38%
CAPITAL OUTLAY	517,000	0	0%	16,004	3%	3%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,453,156	100,841	7%	113,793	8%	15%
<u>BUILDING INSPECTIONS</u>						
PERSONAL SERVICES	194,788	19,671	10%	0	0%	10%
OPERATING EXPENDITURES	61,991	3,265	5%	0	0%	5%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	256,779	22,936	9%	0	0%	9%
<u>APD-PATROL & ADMIN</u>						
PERSONAL SERVICES	2,801,493	449,824	16%	0	0%	16%
OPERATING EXPENDITURES	753,617	91,797	12%	232,456	31%	43%
CAPITAL OUTLAY	156,713	0	0%	129,761	83%	83%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,711,823	541,621	15%	362,217	10%	24%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

GENERAL FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>APD-COMMUNICATIONS</u>						
PERSONAL SERVICES	374,061	50,406	13%	0	0%	13%
OPERATING EXPENDITURES	19,701	2,216	11%	0	0%	11%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	393,762	52,622	13%	0	0%	13%
<u>APD-SCHOOL CROSSING GUARDS</u>						
OPERATING EXPENDITURES	29,000	1,232	4%	0	0%	4%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	29,000	1,232	4%	0	0%	4%
<u>APD-EXPLORERS PROGRAM</u>						
OPERATING EXPENDITURES	2,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	2,000	0	0%	0	0%	0%
<u>APD-RESERVE PROGRAM</u>						
OPERATING EXPENDITURES	3,000	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,000	0	0%	0	0%	0%
<u>RECREATION & CULTURE</u>						
PERSONAL SERVICES	532,384	73,123	14%	0	0%	14%
OPERATING EXPENDITURES	678,765	90,043	13%	116,578	17%	30%
CAPITAL OUTLAY	74,324	29,324	39%	30,386	41%	80%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,285,473	192,490	15%	146,964	11%	26%
GENERAL FUND	13,922,052	1,666,395	12%	1,561,309	11%	23%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

SPECIAL REVENUE FUNDS

FUND VARIOUS - SPECIAL REVENUE FUNDS: Special Revenue Funds are used to account for the proceeds of specific revenue sources that are designated for specified purposes or are restricted in use.

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	626,842	626,842	50,114	8%
PERMITS, FEES & ASSESSMENTS	24,500	24,500	17,834	73%
INTERGOVERNMENTAL REVENUE	290,770	440,770	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	3,500	3,500	5,255	150%
MISCELLANEOUS REVENUE	10,020	10,020	2,723	27%
NON-OPERATING	882,268	882,268	0	0%
	1,837,900	1,987,900	75,926	4%
EXPENSES:				
GENERAL GOVERNMENT	85,570	85,570	0	0%
PUBLIC SAFETY	11,050	11,050	0	0%
ECONOMIC ENVIRONMENT	970,030	1,120,030	206,609	18%
PHYSICAL ENVIRONMENT	34,300	34,300	4,950	14%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	736,950	736,950	0	0%
	1,837,900	1,987,900	211,559	11%
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	118,634	118,634	15,153	13%
OPERATING EXPENDITURES	1,009,252	1,009,252	137,984	14%
CAPITAL OUTLAY	575,734	725,734	7,843	1%
DEBT SERVICE	99,280	99,280	49,640	50%
GRANTS & AIDS	25,000	25,000	939	4%
NON-OPERATING	10,000	10,000	0	0%
	1,837,900	1,987,900	211,559	11%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

SPECIAL REVENUE FUNDS REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	RECEIVED TO DATE FY 21/22	PERCENT COLLECTED
<u>TAXES</u>				
DISCRETIONARY SALES SURTAX	626,842	626,842	50,114	8%
SUBTOTAL	626,842	626,842	50,114	8%
<u>PERMITS, FEES AND ASSESSMENTS</u>				
OTHER CHARGES AND FEES	0	0	17,759	NA+
SPECIAL ASSESSMENTS	24,500	24,500	75	0%
SUBTOTAL	24,500	24,500	17,834	73%
<u>INTERGOVERNMENTAL REVENUE</u>				
FEDERAL GRANTS	0	150,000	0	0%
STATE GRANTS	0	0	0	0%
GRANTS FROM OTHER LOCAL UNITS	0	0	0	0%
PAYMENTS FROM LOCAL UNITS (FOR CRA)	290,770	290,770	0	0%
SUBTOTAL	290,770	440,770	0	0%
<u>CHARGES FOR SERVICES</u>				
CULTURE & RECREATION	0	0	0	0%
OTHER MISCELLANEOUS CHARGES	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>FINES AND FORFEITURES</u>				
ADDT'L CRT COSTS-\$2 FOR LEO TRAINING	3,500	3,500	5,255	150%
SUBTOTAL	3,500	3,500	5,255	150%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST INCOME	420	420	73	17%
RENTALS AND LEASES	9,600	9,600	2,650	28%
CONTRIBUTIONS AND DONATIONS	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	10,020	10,020	2,723	27%
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN	199,239	199,239	0	0%
USE OF FUND BALANCE/UNDERCOLLECTION	683,029	683,029	0	0%
SUBTOTAL	882,268	882,268	0	0%
SPECIAL REVENUE FUNDS	1,837,900	1,987,900	75,926	4%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

SPECIAL REVENUE FUNDS EXPENDITURES
 BY MAJOR CATEGORY

SPECIAL REVENUE FUND	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>ADDT'L COURT COST-\$2 FOR LEO TRAINING FUND</u>						
OPERATING EXPENDITURES	6,050	0	0%	0	0%	0%
TOTAL EXPENDITURES	6,050	0	0%	0	0%	0%
<u>TREE BANK FUND</u>						
OPERATING EXPENDITURES	85,570	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	85,570	0	0%	0	0%	0%
<u>EXPLORER SPECIAL REVENUE FUND</u>						
OPERATING EXPENDITURES	5,000	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	5,000	0	0%	0	0%	0%
<u>TK BASIN SPECIAL ASSESSMENT</u>						
OPERATING EXPENDITURES	34,300	3,300	10%	1,650	5%	14%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	34,300	3,300	10%	1,650	5%	14%
<u>WILD SPACES PUBLIC PLACES FUND</u>						
OPERATING EXPENDITURES	546,842	0	0%	0	0%	0%
CAPITAL OUTLAY	170,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	716,842	0	0%	0	0%	0%
<u>DONATION FUND</u>						
OPERATING EXPENDITURES	20,108	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	20,108	0	0%	0	0%	0%
<u>CRA FUND</u>						
PERSONAL SERVICES	118,634	15,153	13%	0	0%	13%
OPERATING EXPENDITURES	311,382	46,114	15%	86,920	28%	43%
CAPITAL OUTLAY	555,734	0	0%	7,843	1%	1%
DEBT SERVICE	99,280	49,640	50%	0	0%	50%
AIDS TO PRIVATE ORGANIZATIONS	25,000	939	4%	0	0%	4%
NON OPERATING	10,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,120,030	111,846	10%	94,763	8%	18%
SPECIAL REVENUE FUNDS	1,987,900	115,146	6%	96,413	5%	11%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

DEBT SERVICE FUND

FUND 070 - DEBT SERVICE FUND: The Debt Service Fund is used to account for the accumulation of resources for, and the payment of the City's general long-term debt, interest, and other related debt service charges. Debt obligations related to the Enterprise funds are accounted for in those specific funds.

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL	0	0	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	1	NA+
NON-OPERATING	647,742	647,742	0	0%
	<u>647,742</u>	<u>647,742</u>	<u>1</u>	<u>0%</u>
EXPENSES:				
GENERAL GOVERNMENT	647,742	647,742	441,063	68%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	0	0	0	0%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	<u>647,742</u>	<u>647,742</u>	<u>441,063</u>	<u>68%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	0	0	0	0%
CAPITAL OUTLAY	0	0	0	0%
DEBT SERVICE	647,742	647,742	441,063	68%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	0	0	0	0%
POWER COSTS	0	0	0	0%
	<u>647,742</u>	<u>647,742</u>	<u>441,063</u>	<u>68%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

DEBT SERVICE FUND REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT COLLECTED
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	0	0	1	NA+
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	0	0	1	NA+
<u>NON OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFER IN-GF	827,957	827,957	0	0%
FUND BALANCE & UNDER COLLECTION	(180,215)	(180,215)	0	0%
SUBTOTAL	647,742	647,742	0	0%
 DEBT SERVICE FUND	 647,742	 647,742	 1	 0%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
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DEBT SERVICE FUND EXPENDITURES
 BY MAJOR CATEGORY

DEBT OBLIGATION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>OTHER DEBT COSTS</u>						
DEBT SERVICE	750	0	0%	0	0%	0%
<u>SERIES 2016 CAPITAL IMPROVEMENT</u>						
DEBT SERVICE	646,992	441,063	68%	0	0%	68%
TOTAL EXPENDITURES	646,992	441,063	68%	0	0%	68%
DEBT SERVICE FUND	647,742	441,063	68%	0	0%	68%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
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CAPITAL PROJECTS FUNDS

FUND 3XX - CAPITAL PROJECTS FUNDS: Capital Project Funds are used to account for financial resources to be used for the acquisition, construction, or improvement of major capital facilities (other than those financed by the Enterprise Funds or Special Assessments).

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	895,013	895,013	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	0	0	0	0%
NON-OPERATING	8,169	8,169	0	0%
	<u>903,182</u>	<u>903,182</u>	<u>0</u>	<u>0%</u>
EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	893,039	893,039	888,712	100%
TRANSPORTATION	6,300	6,300	6,300	100%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	3,843	3,843	0	0%
	<u>903,182</u>	<u>903,182</u>	<u>895,012</u>	<u>99%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENDITURES	14,469	14,469	6,300	44%
CAPITAL OUTLAY	888,713	888,713	888,712	100%
DEBT SERVICE	0	0	0	0%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	0	0	0	0%
POWER COSTS	0	0	0	0%
	<u>903,182</u>	<u>903,182</u>	<u>895,012</u>	<u>99%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

CAPITAL PROJECTS FUNDS REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	RECEIVED TO DATE FY 21/22	PERCENT COLLECTED
<u>TAXES</u>				
DISCRETIONARY SALES SURTAX	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>INTERGOVERNMENTAL REVENUE</u>				
FEDERAL GRANTS	6,300	6,300	0	0%
STATE GRANTS	888,713	888,713	0	0%
GRANTS FROM OTHER LOCAL UNITS	0	0	0	0%
SUBTOTAL	895,013	895,013	0	0%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST INCOME	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
USE OF FUND BALANCE	8,169	8,169	0	0%
SUBTOTAL	8,169	8,169	0	0%
 CAPITAL PROJECTS FUNDS	 903,182	 903,182	 0	 0%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

CAPITAL PROJECTS FUNDS EXPENDITURES
 BY MAJOR CATEGORY

CAPITAL PROJECT	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>SAN FELASCO CONSERVATION CORRIDOR</u>						
OPERATING EXPENDITURES	3,843	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,843	0	0%	0	0%	0%
<u>HERITAGE OAKS</u>						
OPERATING EXPENSES	4,326	0	0%	0	0%	0%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	4,326	0	0%	0	0%	0%
<u>MILL CREEK SINK FUND</u>						
OPERATING EXPENDITURES	0	0	0%	0	0%	0%
CAPITAL OUTLAY	888,713	1,115	0%	887,597	100%	100%
TOTAL EXPENDITURES	888,713	1,115	0%	887,597	100%	100%
<u>CDBG - ECONOMIC DEVELOPMENT</u>						
OPERATING EXPENDITURES	6,300	0	0%	6,300	100%	100%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	6,300	0	0%	6,300	100%	100%
 CAPITAL PROJECT FUNDS	 903,182	 1,115	 0%	 893,897	 99%	 99%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

ENTERPRISE FUNDS

FUND 010, 020, 030, 042 - ENTERPRISE FUNDS: Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises in which the intent of the governing body is that all costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. The City's Electric, Water, Wastewater, and Mosquito Control services reside in Enterprise funds.

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	0	0%
INTERGOVERNMENTAL REVENUE	375,000	5,332,950	0	0%
CHARGES FOR SERVICES	19,622,500	19,622,500	3,635,757	19%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	373,450	373,450	69,979	19%
NON-OPERATING	1,411,581	1,411,581	0	0%
	<u>21,782,531</u>	<u>26,740,481</u>	<u>3,705,736</u>	<u>14%</u>
EXPENSES:				
GENERAL GOVERNMENT	0	0	0	0%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	21,782,531	26,740,481	2,161,053	8%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	<u>21,782,531</u>	<u>26,740,481</u>	<u>2,161,053</u>	<u>8%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	2,002,776	2,002,776	252,899	13%
OPERATING EXPENDITURES	2,010,477	2,010,477	578,725	29%
CAPITAL OUTLAY	3,181,980	8,139,930	565,786	7%
DEBT SERVICE	997,564	997,564	701,281	70%
GRANTS AND AIDS	0	0	0	0%
NON-OPERATING	5,127,434	5,127,434	0	0%
POWER COSTS	8,462,300	8,462,300	62,362	1%
	<u>21,782,531</u>	<u>26,740,481</u>	<u>2,161,053</u>	<u>8%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

ENTERPRISE FUNDS REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	RECEIVED TO DATE FY 21/22	PERCENT COLLECTED
<u>INTERGOVERNMENTAL REVENUE</u>				
STATE GRANTS	375,000	375,000	0	0%
FEDERAL GRANTS	0	4,957,950	0	0%
SUBTOTAL	375,000	5,332,950	0	0%
<u>CHARGES FOR SERVICES</u>				
PHYSICAL ENVIRONMENT-ELECTRIC	15,000,000	15,000,000	2,713,209	18%
PHYSICAL ENVIRONMENT-WATER	1,825,000	1,825,000	358,708	20%
PHYSICAL ENVIRONMENT-WASTEWATER	2,736,500	2,736,500	553,584	20%
PHYSICAL ENVIRONMENT-MOSQUITO	61,000	61,000	10,256	17%
SUBTOTAL	19,622,500	19,622,500	3,635,757	19%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	5,700	5,700	1,054	18%
RENTS & ROYALTIES	32,000	32,000	0	0%
OTHER MISCELLANEOUS REVENUE	335,750	335,750	68,925	21%
SUBTOTAL	373,450	373,450	69,979	19%
<u>NON-OPERATING</u>				
DEBT PROCEEDS	0	0	0	0%
TRANSFERS IN	0	0	0	0%
FUND BALANCE & UNDER COLLECTION	1,411,581	1,411,581	0	0%
SUBTOTAL	1,411,581	1,411,581	0	0%
ENTERPRISE FUNDS	21,782,531	26,740,481	3,705,736	14%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

ENTERPRISE FUNDS EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>ELECTRIC UTILITY</u>						
PERSONAL SERVICES	1,323,068	146,348	11%	0	0%	11%
OPERATING EXPENDITURES	815,222	125,289	15%	117,845	14%	30%
CAPITAL OUTLAY	2,097,434	132,681	6%	354,259	17%	23%
DEBT SERVICE	0	0	0%	0	0%	0%
NON-OPERATING	3,139,313	0	0%	0	0%	0%
POWER COSTS	8,462,300	62,362	1%	0	0%	1%
TOTAL EXPENDITURES	15,837,337	466,680	3%	472,104	3%	6%
<u>WATER UTILITY</u>						
PERSONAL SERVICES	205,391	33,340	16%	0	0%	16%
OPERATING EXPENDITURES	344,231	50,490	15%	60,091	17%	32%
CAPITAL OUTLAY	5,451,305	0	0%	125	0%	0%
DEBT SERVICE	270,110	236,305	87%	0	0%	87%
NON-OPERATING	1,313,789	0	0%	0	0%	0%
TOTAL EXPENDITURES	7,584,826	320,135	4%	60,216	1%	5%
<u>WASTEWATER UTILITY</u>						
PERSONAL SERVICES	466,604	70,319	15%	0	0%	15%
OPERATING EXPENDITURES	812,023	93,116	11%	131,368	16%	28%
CAPITAL OUTLAY	591,191	5,120	1%	73,601	12%	13%
DEBT SERVICE	727,454	464,976	64%	0	0%	64%
NON-OPERATING	629,332	0	0%	0	0%	0%
TOTAL EXPENDITURES	3,226,604	633,531	20%	204,969	6%	26%
<u>MOSQUITO CONTROL</u>						
PERSONAL SERVICES	7,713	2,892	37%	0	0%	37%
OPERATING EXPENDITURES	39,001	526	1%	0	0%	1%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	45,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	91,714	3,418	4%	0	0%	4%
ENTERPRISE FUNDS	26,740,481	1,423,764	5%	737,289	3%	8%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
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INTERNAL SERVICE FUND

FUND 700 - INTERNAL SERVICE FUND: The Internal Service Fund is used to account for the provision of goods or services by Utility Administration, Utility Operations, Utility Billing, Warehouse Operations, and postage services for the City's utility system and other departments.

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	0	0	0	0%
PERMITS, FEES & ASSESSMENTS	0	0	110	NA+
INTERGOVERNMENTAL REVENUE	0	0	0	0%
CHARGES FOR SERVICES	0	0	0	0%
FINES AND FORFEITURES	0	0	0	0%
MISCELLANEOUS REVENUE	250	250	2,684	1074%
NON-OPERATING	3,517,046	3,517,046	0	0%
	<u>3,517,296</u>	<u>3,517,296</u>	<u>2,794</u>	<u>0%</u>
EXPENSES:				
GENERAL GOVERNMENT	2,680,021	2,680,021	495,144	18%
PUBLIC SAFETY	0	0	0	0%
ECONOMIC ENVIRONMENT	0	0	0	0%
PHYSICAL ENVIRONMENT	837,275	837,275	77,501	9%
TRANSPORTATION	0	0	0	0%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	0	0	0	0%
	<u>3,517,296</u>	<u>3,517,296</u>	<u>572,645</u>	<u>16%</u>
MAJOR EXPENDITURE CATEGORIES:				
PERSONAL SERVICES	2,315,529	2,315,529	271,615	12%
OPERATING EXPENDITURES	806,445	806,445	146,062	18%
CAPITAL OUTLAY	68,000	68,000	0	0%
DEBT SERVICE	227,322	227,322	154,968	68%
GRANTS & AIDS	0	0	0	0%
NON-OPERATING	100,000	100,000	0	0%
POWER COSTS	0	0	0	0%
	<u>3,517,296</u>	<u>3,517,296</u>	<u>572,645</u>	<u>16%</u>

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

INTERNAL SERVICE FUND REVENUES

REVENUE SOURCE	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT COLLECTED
<u>PERMITS, FEES & ASSESSMENTS</u>				
OTHER LICENSES, FEES, AND PERMITS	0	0	110	NA+
SUBTOTAL	0	0	110	NA+
<u>INTERGOVERNMENTAL REVENUE</u>				
OTHER FEDERAL GRANTS	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>CHARGES FOR SERVICES</u>				
OTHER MISCELLANEOUS CHARGES	0	0	0	0%
SUBTOTAL	0	0	0	0%
<u>MISCELLANEOUS REVENUE</u>				
INTEREST EARNINGS	250	250	8	3%
RENTS & ROYALTIES	0	0	0	0%
OTHER MISCELLANEOUS REVENUE	0	0	2,676	NA+
SUBTOTAL	250	250	2,684	1074%
<u>NON-OPERATING</u>				
CONTRIBUTIONS FROM ENTERPRISE	0	0	0	0%
SERIES 2016 DEBT PROCEEDS	0	0	0	0%
INTERFUND TRANSFER	3,002,434	3,002,434	0	0%
FUND BALANCE & UNDER COLLECTION	514,612	514,612	0	0%
SUBTOTAL	3,517,046	3,517,046	0	0%
INTERNAL SERVICE FUND	3,517,296	3,517,296	2,794	0%

CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021

INTERNAL SERVICE FUND EXPENDITURES
BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>FAS / UTILITY OPERATIONS</u>						
PERSONAL SERVICES	344,782	52,092	15%	0	0%	15%
OPERATING EXPENDITURES	43,557	3,821	9%	0	0%	9%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	388,339	55,913	14%	0	0%	14%
<u>FAS / UTILITY BILLING</u>						
PERSONAL SERVICES	351,302	39,232	11%	0	0%	11%
OPERATING EXPENDITURES	145,332	21,485	15%	0	0%	15%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	496,634	60,717	12%	0	0%	12%
<u>PUBLIC SERVICES / UTILITY ADMINISTRATION</u>						
PERSONAL SERVICES	980,114	97,351	10%	0	0%	10%
OPERATING EXPENDITURES	255,854	77,248	30%	20,415	8%	38%
CAPITAL OUTLAY	25,000	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	1,260,968	174,599	14%	20,415	2%	15%
<u>PUBLIC SERVICES-WAREHOUSE OPERATIONS</u>						
PERSONAL SERVICES	63,024	10,124	16%	0	0%	16%
OPERATING EXPENDITURES	29,475	2,177	7%	0	0%	7%
CAPITAL OUTLAY	0	0	0%	0	0%	0%
NON-OPERATING	0	0	0%	0	0%	0%
TOTAL EXPENDITURES	92,499	12,301	13%	0	0%	13%
<u>ISF - HUMAN RESOURCES</u>						
PERSONAL SERVICES	39,788	5,509	14%	0	0%	14%
OPERATING EXPENDITURES	581	141	24%	0	0%	24%
TOTAL EXPENDITURES	40,369	5,650	14%	0	0%	14%
<u>ISF - FAS / INFORMATION</u>						
PERSONAL SERVICES	66,890	10,581	16%	0	0%	16%
OPERATING EXPENDITURES	7,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	73,890	10,581	14%	0	0%	14%

CITY OF ALACHUA
 FINANCE DEPARTMENT ANALYSIS
 FOR THE PERIOD ENDING NOVEMBER 30, 2021

INTERNAL SERVICE FUND EXPENDITURES
 BY MAJOR CATEGORY

DEPARTMENT/DIVISION	FY 21/22 AMENDED BUDGET	EXPENDED TO DATE	PERCENT EXPENDED TO DATE	ENCUMBERED TO DATE	PERCENT ENCUMBERED TO DATE	PERCENT EXPENDED & ENCUMBERED TO DATE
<u>PUBLIC SERVICES-WATER DISTRIBUTION/COLLECTION</u>						
PERSONAL SERVICES	469,629	56,726	12%	0	0%	12%
OPERATING EXPENDITURES	324,646	19,423	6%	1,352	0%	6%
CAPITAL OUTLAY	43,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	837,275	76,149	9%	1,352	0%	9%
<u>DEBT SERVICE FUND - SERIES 2016</u>						
DEBT SERVICE	227,322	154,968	68%	0	0%	68%
TOTAL EXPENDITURES	227,322	154,968	68%	0	0%	68%
<u>INTERNAL SERVICE FUND RESERVES</u>						
NON-OPERATING	100,000	0	0%	0	0%	0%
TOTAL EXPENDITURES	100,000	0	0%	0	0%	0%
INTERNAL SERVICE FUND	3,517,296	550,878	16%	21,767	1%	16%

**CITY OF ALACHUA
FINANCE DEPARTMENT ANALYSIS
FOR THE PERIOD ENDING NOVEMBER 30, 2021**

ALL CITY FUNDS

	FY 21/22 APPROVED BUDGET	FY 21/22 AMENDED BUDGET	YEAR TO DATE FY 21/22	PERCENT OF BUDGET COLLECTED OR EXPENDED
REVENUES:				
TAXES	7,959,369	7,959,369	907,321	11%
PERMITS, FEES & ASSESSMENTS	768,489	768,489	123,628	16%
INTERGOVERNMENTAL	2,623,682	7,731,632	114,890	1%
CHARGES FOR SERVICES	20,957,242	20,957,242	3,871,721	18%
FINES AND FORFEITURES	33,500	33,500	7,403	22%
MISCELLANEOUS REVENUE	417,320	417,320	80,896	19%
NON-OPERATING	9,851,101	9,851,101	0	0%
	42,610,703	47,718,653	5,105,859	11%

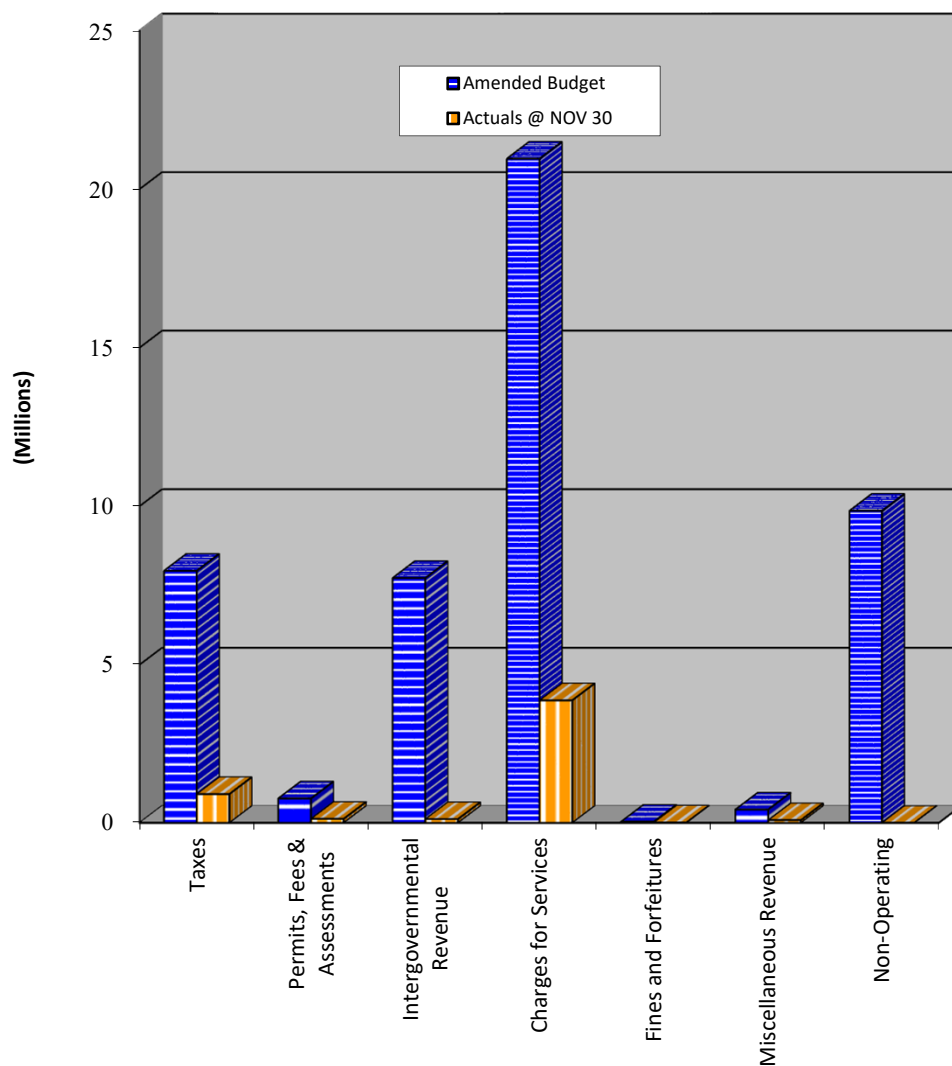
EXPENSES:				
GENERAL GOVERNMENT	9,463,444	9,463,444	1,907,017	20%
PUBLIC SAFETY	4,407,414	4,407,414	980,628	22%
ECONOMIC ENVIRONMENT	970,030	1,120,030	206,609	18%
PHYSICAL ENVIRONMENT	24,284,093	29,242,043	3,854,394	13%
TRANSPORTATION	1,459,456	1,459,456	220,934	15%
HUMAN SERVICES	0	0	0	0%
CULTURE & RECREATION	2,026,266	2,026,266	339,454	17%
	42,610,703	47,718,653	7,509,036	16%

MAJOR EXPENDITURE CATEGORIES:

PERSONAL SERVICES	12,200,804	12,200,804	1,637,036	13%
OPERATING EXPENDITURES	7,581,023	7,581,023	2,648,205	35%
CAPITAL OUTLAY	5,821,038	10,928,988	1,810,850	17%
DEBT SERVICE	1,971,908	1,971,908	1,346,952	68%
GRANTS & AIDS	109,000	109,000	3,631	3%
NON-OPERATING	6,464,630	6,464,630	0	0%
POWER COSTS	8,462,300	8,462,300	62,362	1%
	42,610,703	47,718,653	7,509,036	16%

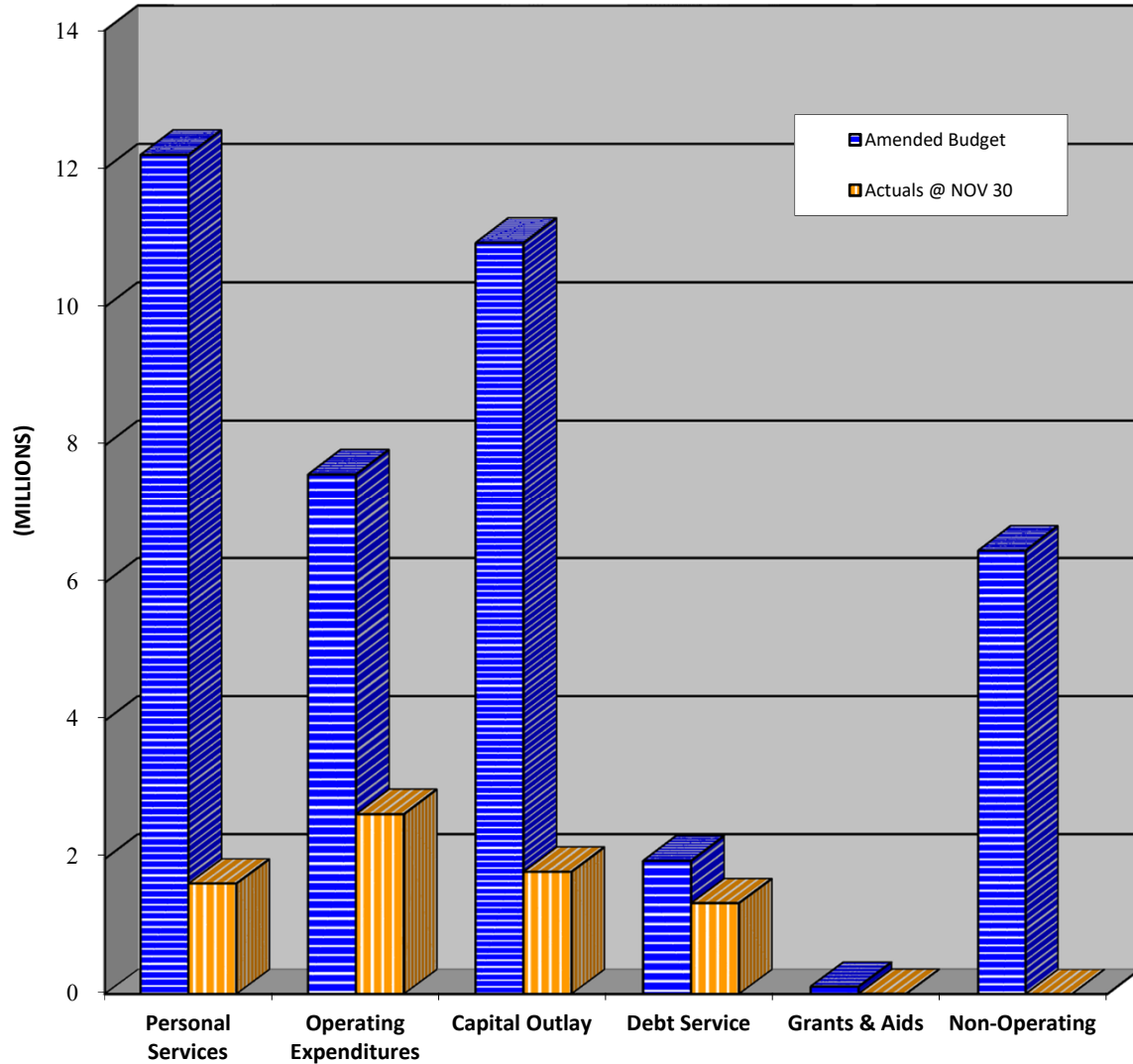
Revenues by Major Category All City Funds

The City of Alachua's overall revenues are at 11% of budget for the fiscal year. Taxes are at 11% of budget. These include ad valorem property taxes and public utility taxes. Other revenue sources are: Permits, Fees and Assessments (16%); Intergovernmental Revenue (1%); Charges for Services (18%); Fines and Forfeitures (22%); Miscellaneous Revenue (19%); and Non-Operating Revenue (0%).



Expenditures by Major Category All City Funds

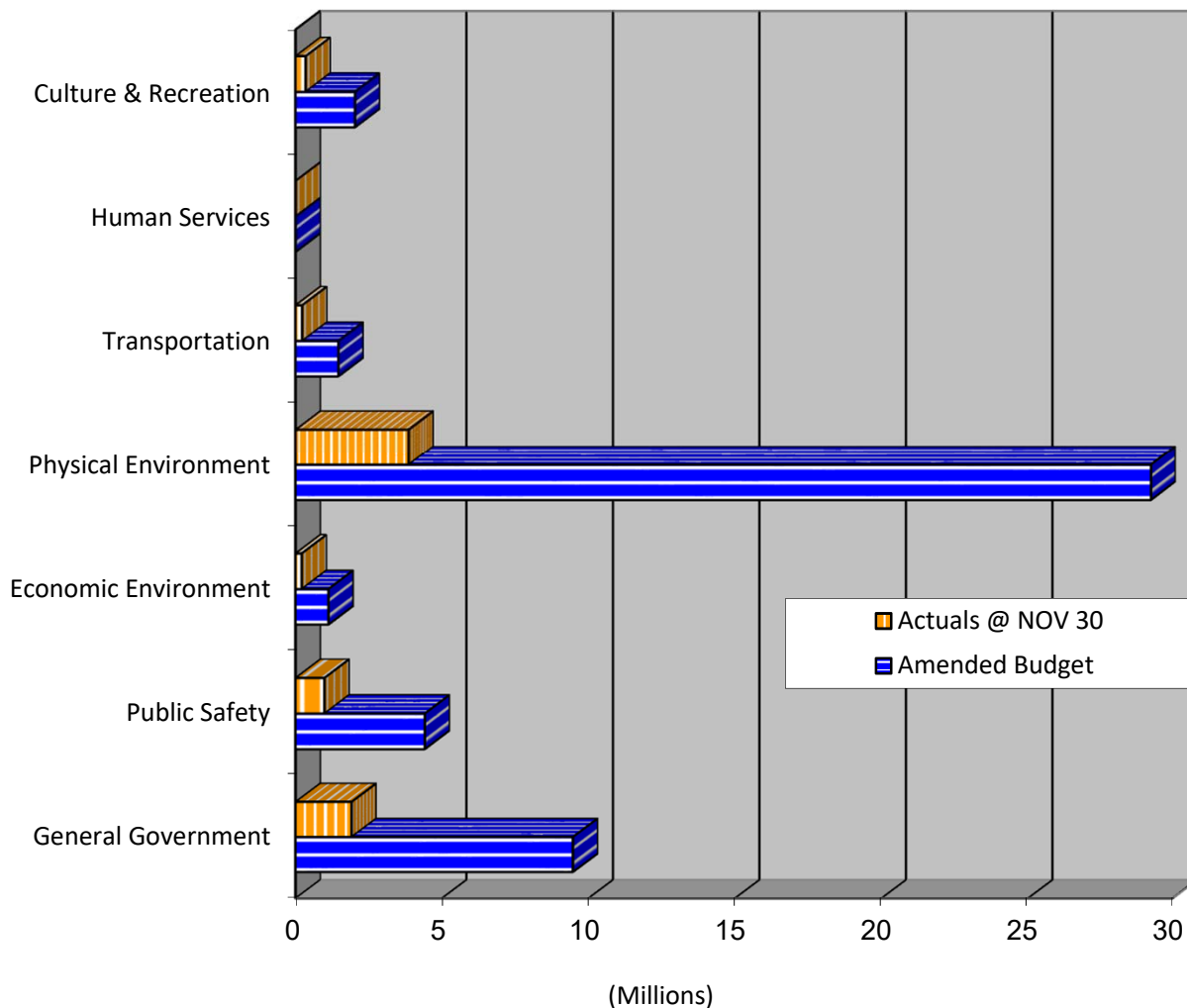
Overall, City expenditures and encumbrances are at 16% of budget for the period. The Personal Services category is at 13% of budget for the fiscal year. The Operating Expenditures category is at 35%, with encumbrances for legal and residential waste collection services of \$784K. Capital Outlay is at 17%, Debt Service is 68%, Grants & Aids is 3% and Non-Operating Expenditures are at 0%. Encumbrances for future expenditures account for 5.1% (aprox. \$2.4m) of the budget total.



* Encumbered activity are purchase orders that are reserved for payment, but have not been paid as of the report date.

Budget Performance by Function All City Funds

Overall, expenditures are at 16% of budget with General Government expenses at 20%, Public Safety at 22%, Economic Environment at 18%, Physical Environment at 13% (Enterprise Funds, Water Collection and Distribution & residential waste collection services), Transportation at 15%, Human Services at 0%, and Culture & Recreation at 17%.



INVESTMENTS AND CASH

Purpose

The purpose of this section is to report the City's cash and investment holdings at the end of each month. These funds are managed in accordance with the City's Investment Policies, which are designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

Investment Objectives

The foremost objective of the City's investment program is the safety of the principal of those funds within the portfolios. The portfolio is managed in a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. The portfolio is designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. However, return on investment is insignificant in comparison to the safety and liquidity objectives described above. The City's core investments are limited to relatively low risk investment instruments in anticipation of earning fair return relative to the risk being assumed.

Defining Principal

Principal, when dealing with investments, can be defined as the original amount invested in a security.

Defining of Portfolio

A portfolio can be defined as various investment instruments possessed by an individual or organization.

Defining Rate of Return on Investment

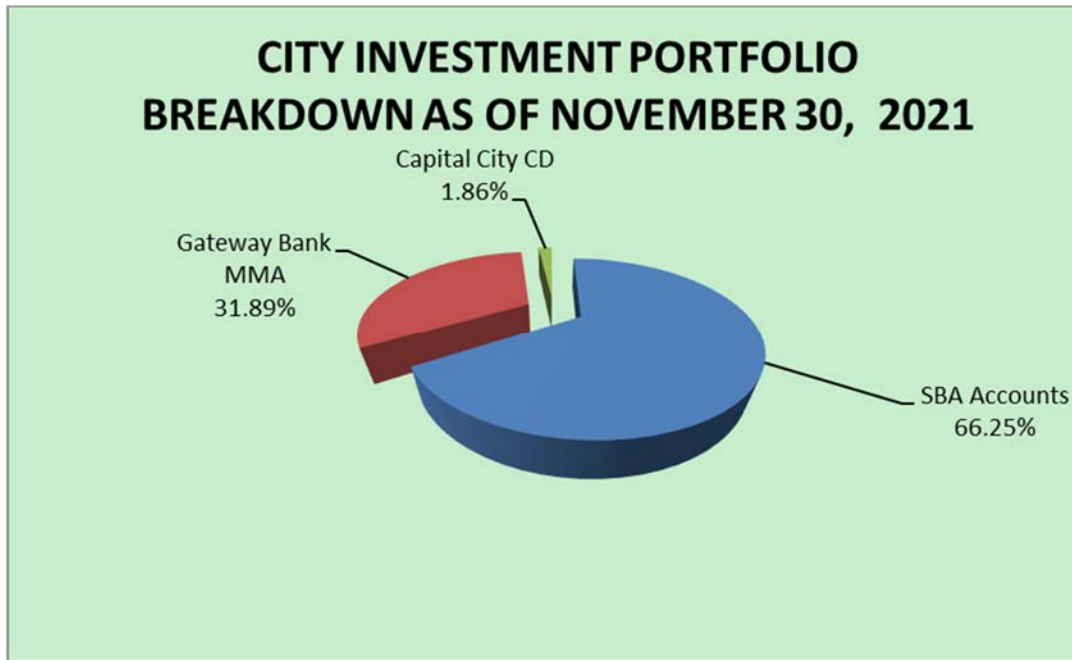
The Rate of Return on Investment refers to the benefits (the profits) to an investor or organization relative to the cost of the initial investment. It is similar to the rate of profit as a measure of profitability.

Conclusion

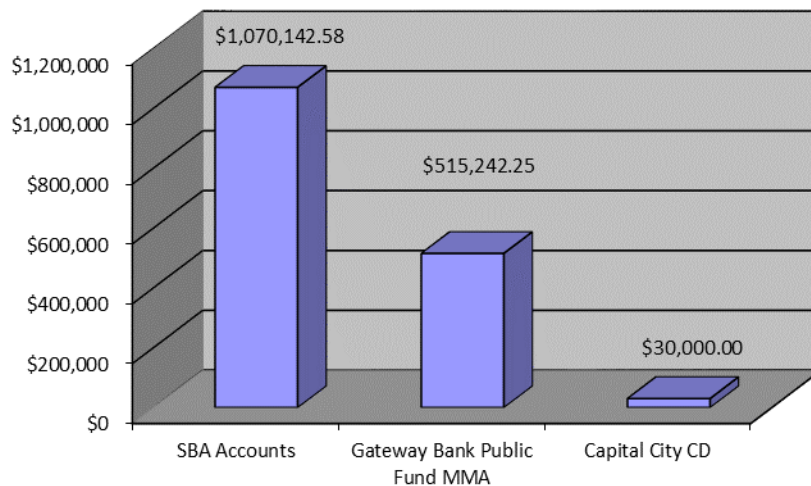
The City's cash and investments are pursuant to Section 218.415, Florida Statutes as well as the City's own adopted Investment Policy. To ensure that the City's funds are effectively managed, the Finance Director and other appropriate staff shall annually complete eight (8) hours of continuing professional education in subjects or courses of study related to investment practices and products.

INVESTMENTS AND CASH

As of November 30, 2021, the City's investment portfolio totaled **\$1,615,384.83**. The portfolio consists of: two State Board of Administration Investment Pool (SBA) accounts, one money market account and a certificate of deposit account. The graphs below illustrate the breakdown, by percentage, of each investment.



INVESTMENTS AS OF NOVEMBER 30, 2021



INVESTMENTS AND CASH

As of November 30, 2021, the City had cash holdings in several accounts with Capital City Bank, CenterState Bank (formerly Gateway Bank) and Renasant Bank (formerly Alarion & Heritage) that totaled **\$20,547,145.47**. Each bank account has a specific purpose. The accounts are listed as follows:

- Main Operating account: This account is for the City's daily deposits (utility payments, grant revenue, etc.) and expenses (vendor payments, debt service payments, etc.).
- Payroll account: This account is for payroll-related expenses (salaries payable).
- Community Redevelopment Agency (CRA) account: This account is for deposits and expenses related to CRA activities.
- Police Forfeiture account: This account is for fines and forfeiture funds received by the Alachua Police Department. Expenditures from this account will not be permitted without Commission approval.
- Series 2016 Repayment: This account is intended to be utilized to make the annual Series 2016 Debt payments.
- Restricted Deposit account: This account is for utility customer deposits only.
- Explorer account: This account is for deposits and expenses related to Police Explorer activities.
- Heritage Oaks account: This account is for funds related to the completion of improvements to the Heritage Oaks subdivision Phase I.
- SRF Repayment Money Market account: This account is for the repayment of the State Revolving Fund (SRF) loan related to the construction of the waste water facility.
- ARPA Account: This account is for funds received from the Federal Government through the American Rescue Plan Act. Funds are intended to be used to make necessary investments in water infrastructure.

The bank account balances as of the end of the report period are as follows:

Bank Account	November Balance	Percentage of Total
Operating Account	\$15,234,220.66	74.14%
Payroll Account	\$214,475.29	1.04%
CRA Account	\$653,976.87	3.18%
Police Forfeiture Account	\$12,433.59	0.06%
Series 2016 Repayment Account	\$17,579.25	0.09%
Deposit Account	\$1,842,444.26	8.97%
Explorer Account	\$5,139.29	0.03%
Heritage Oaks Account	\$8,429.40	0.04%
SRF Repayment Account	\$79,281.68	0.39%
ARPA Account	\$2,479,165.18	12.07%
TOTAL	\$20,547,145.47	100.00%

CITY OF ALACHUA



FISCAL ANALYSIS REPORT

FISCAL YEAR 2021-2022
THROUGH NOVEMBER 30, 2021

JANUARY 24, 2022

KEY TERMS



- **Fiscal year: period beginning October 1, 2021 and ending September 30, 2022.**
- **Amended budget: budget including all changes since the beginning of the fiscal year.**
- **Period benchmark: percentage of fiscal year that has transpired - 16.67%.**
- **Encumbrances: Funds committed for future expenses.**

ALL FUNDS SUMMARY



	FY 21/22 AMENDED BUDGET	PERCENT OF TOTAL BUDGET
GENERAL FUND	13,922,052	29.17%
SPECIAL REVENUE FUNDS	1,987,900	4.17%
DEBT SERVICE FUND	647,742	1.36%
CAPITAL PROJECTS FUNDS	903,182	1.89%
ENTERPRISE FUNDS	26,740,481	56.04%
INTERNAL SERVICE FUND	<u>3,517,296</u>	<u>7.37%</u>
	47,718,653	100.00%

GENERAL FUND



- **Primary Revenue Source: Taxes**

- **Programs Funded:**
 - City Commission
 - City Manager (City Manager, Deputy City Clerk, Special Expense)
 - Human Resources
 - City Attorney
 - Finance & Admin. Svcs. (Finance, Grants, Purchasing, Facilities, Information & Tech.)
 - Community Planning & Development (Planning, Codes, Building Inspections)
 - Compliance & Risk Management
 - Residential Waste Collection
 - Public Works
 - Police
 - Recreation & Culture

GENERAL FUND



- **Sources of Funding (19%) –**

- Current Revenues: \$ 1.3M (9%)
- Budgeted Balances: \$ 1.4M (10%)

- **Uses of Funding (23%) –**

- Expenses: \$ 1.7M (12%)
- Encumbrances: \$ 1.6M (11%)

SPECIAL REVENUE FUNDS



- **Primary Revenue Source: Intergovernmental Revenue**

- **Programs Funded:**
 - Law Enforcement Training
 - Tree Bank
 - APD Explorers
 - T K Basin
 - Wild Spaces Public Places
 - Donation
 - Community Redevelopment Agency (CRA)

SPECIAL REVENUE FUNDS



- **Sources of Funding (38%) –**

- Current Revenues: \$ 76K (4%)
- Budgeted Balances: \$ 683K (34%)

- **Uses of Funding (11%) –**

- Expenses: \$ 115K (6%)
- Encumbrances: \$ 96K (5%)

DEBT SERVICE FUND



- **Primary Revenue Source: Inter-fund Transfers**
- **Programs Funded:**
 - Series 2016 Debt Payments

DEBT SERVICE FUND



- **Sources of Funding (-28%) –**

- Current Revenues: \$ 0K (0%)
- Budgeted Balances: \$ -180K (-28%)

- **Uses of Funding (68%) –**

- Expenses: \$ 441K (68%)
- Encumbrances: \$ ----- (0%)

CAPITAL PROJECTS FUNDS



- **Primary Revenue Source: Intergovernmental Revenue**
- **Programs Funded:**
 - San Felasco Conservation Corridor
 - Heritage Oaks
 - Mill Creek Sink
 - CDBG – Economic Development

CAPITAL PROJECTS FUNDS



- **Sources of Funding (1%) –**

- Current Revenues: \$ 0K (0%)
- Budgeted Balances: \$ 8K (1%)

- **Uses of Funding (99%) –**

- Expenses: \$ 0K (0%)
- Encumbrances: \$ 894K (99%)

ENTERPRISE FUNDS



- **Primary Revenue Source: Charges for Services**
- **Programs Funded:**
 - Electric
 - Water
 - Waste Water
 - Mosquito

ENTERPRISE FUNDS



- **Sources of Funding (19%) –**

- Current Revenues: \$ 3.7M (14%)
- Budgeted Balances: \$ 1.4M (5%)

- **Uses of Funding (8%) –**

- Expenses: \$ 1.4M (5%)
- Encumbrances: \$ 737K (3%)

INTERNAL SERVICE FUND



- **Primary Revenue Source: Charges for Services**

- **Programs Funded:**
 - Utility Operations
 - Utility Billing
 - Utility Administration
 - Warehouse Operations
 - Human Resources
 - Information & Technology
 - Water Distribution/Collection

INTERNAL SERVICE FUND



- **Sources of Funding (15%) –**

- Current Revenues: \$ 3K (0%)
- Balances: \$ 515K (15%)

- **Uses of Funding (85%) –**

- Expenses: \$ 2.7M (85%)
- Encumbrances: \$ 2K (<1%)

ALL FUNDS SUMMARY



- **Amended FY 21/22 Budget = \$ 47,718,653**
- **Sources of Funding (19%) –**
 - Current Revenues: \$ 5.1M (11%)
 - Budgeted Balances: \$ 3.8M (8%)
- **Uses of Funding (16%) –**
 - Expenses: \$ 5.1M (11%)
 - Encumbrances: \$ 2.4M (5%)

INVESTMENTS / CASH HOLDINGS



- **Investment portfolio total = \$ 1,615,384.83**

- State Board of Administration (SBA) = \$ 1.1M
- Money Market Account = \$ 515K
- Certificate of Deposit = \$ 30K

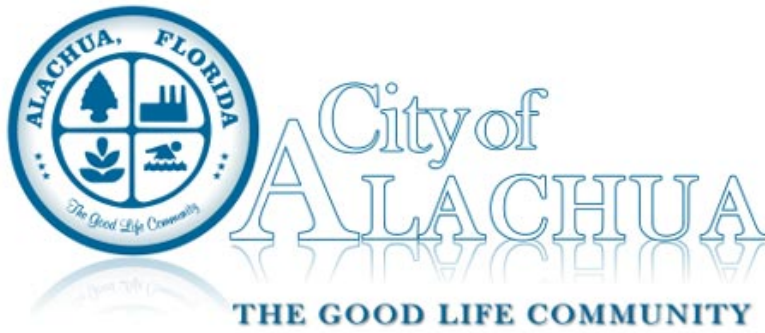
- **Cash holdings total = \$ 20,547,145.47**

- Operating Account = \$ 15.2M
- CRA Account = \$ 654K
- Customer Deposit Accounts = \$ 1.8M
- Series 2016 Repayment Account = \$ 18K
- SRF Money Market account = \$ 79K
- ARPA Account = \$ 2.5M
- Other Accounts = \$ 240K

CONCLUSION



- **FY 22: Beginning as anticipated**
- **Bulk of tax revenue Dec - Feb**
- **FY 21: Audit On-Going**



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Alachua Lion's Club Day Presentation

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Mayor to read the proclamation and proclaim January 24, 2022 as Alachua Lions Club Day.

Summary

The Alachua Lions Club is a not-for-profit service organization that has been serving the Alachua community for more than 80 years. The Club has been a vital partner with the City, particularly in the area of recreation. The Club is celebrating its upcoming anniversary, and to commemorate its achievements, a proclamation has been prepared, proclaiming January 24, 2022 as Alachua Lions Club Day in the City of Alachua.

ATTACHMENTS:

Description

▣ Proclamation



City of Alachua, Florida

Office of Mayor Gib Coerper

PROCLAMATION

WHEREAS, The Alachua Lions Club is a not-for-profit service organization that is a member of the Lions International, which is the largest service club in the world that empowers volunteers to serve communities through a variety of initiatives; and

WHEREAS, The philanthropic efforts of the Alachua Lions Club are felt throughout the Good Life Community in the areas of youth engagement, vision, health, agriculture and other vital aspects of community growth; and

WHEREAS, The Alachua Lions Club has been instrumental in the development of the quality of life in Alachua, particularly in partnership with the City of Alachua's recreation aspirations; and

WHEREAS, Every penny raised by the Alachua Lions Club directly benefits philanthropic causes; and

WHEREAS, The Alachua Lions Club is celebrating more than 80 years of service to the Alachua community.

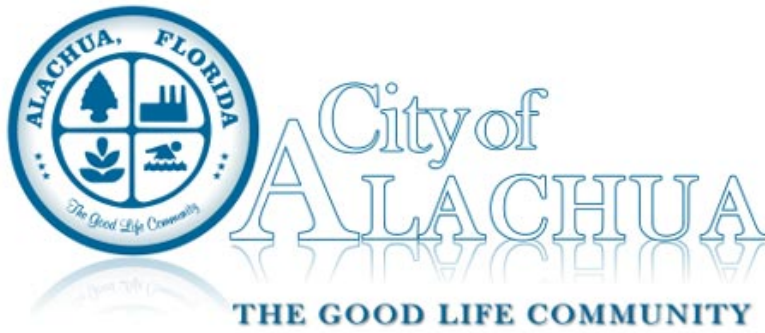
NOW, THEREFORE, I, Gib Coerper, Mayor of the City of Alachua, representing the City and the City Commission, do hereby proclaim **January 24, 2022**, as

Alachua Lions Club Day

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of January, 2022.

ATTEST:

Gib Coerper, Mayor



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Suwannee River Water Management District (SRWMD) Meeting Report

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Receive the report.

Summary

Commissioner Wilford serves as the Alachua City Commission delegate to the Suwannee River Water Management District (SRWMD) which is comprised of 15 counties in North Central Florida. Commissioner Wilford recently attended SRWMD meetings on November 9, 2021, and December 14, 2021.

ATTACHMENTS:

Description

▢ SRWMD Report

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD)
MEETING NOTES (UNOFFICIAL)**

NOVEMBER 9, 2021, AND DECEMBER 14, 2021

**ROBERT W. WILFORD, COMMISSIONER
(ALACHUA CITY COMMISSION DELEGATE TO SRWMD)**

ALACHUA CITY COMMISSION MEETING

JANUARY 24, 2022

NOTE: The Suwannee River Water Management District (SRWMD) encompasses all of Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Madison, Suwannee, Taylor, and Union Counties, and parts of Alachua, Baker, Bradford, Jefferson, Levy, and Putnam Counties.

Call to Order. *Virginia Johns (Alachua - At Large Member), Chair*, called both meetings to order at 9:00 a.m.

Invocation. An invocation was led by a member of the Board at each meeting.

Roll Call. A roll call was taken with a quorum being achieved at both meetings in accordance with District guidelines.

Amendments Recommended by Staff to the Agenda and Consent Items. *Chair Johns* briefed board members on this item at both meetings. The consent agendas for both meetings were ***approved unanimously.***

Public Comments. There were no public comments at either meeting.

Items of General Interest for Information/Cooperating Agencies and Organizations.

- **Hydrologic Conditions Report.** A report was made at both meetings regarding hydrologic monthly conditions in the District.
- **Cooperating Agencies and Organizations.** There were no reports from cooperating agencies and organizations made at either meeting.
- **Staff Recognition.** At the November meeting, *Pam Sanders, Engineer III, Office of ERP and Environmental Compliance*, was recognized for completing five years of faithful and dedicated service to the District.

Legal Counsel Report. At both meetings, *Tom Reeves, Attorney at Law*, updated the Board on the upcoming hearing in regard to the *Florida Defenders of the Environment* and the *Jeff Hill Case*.

Land Acquisition and Disposition Report. This report was included in the backup material at both meetings for information purposes.

Proposed Exchange of the Bierman Property, Levy County. At the November meeting, after a staff presentation, a motion was **approved unanimously** authorizing this exchange.

Resolution 2021-08, Acquisition of Alapaha Pointe Property, Hamilton County. At November meeting, after a staff presentation, a motion was **approved unanimously** to finalize the purchase of this property.

FY 20/21 Budget Modifications. At the November meeting, after a staff presentation, a motion was **approved unanimously** authorizing these budget modifications.

Resolution 2021-09, FY 20/21 Budget Amendment Number One. At the November meeting, after a staff presentation, a motion was **approved unanimously** authorizing this budget amendment.

FY 22/23 Preliminary Budget Submission. At the December meeting, after a staff presentation, a motion was **approved unanimously** authorizing this preliminary budget submission.

Resolution Number 2021-10, Property Acquisition of Adams Aucilla Springs Tract, Madison County. At the December meeting, after a staff presentation, the following individuals provided comments to the Board:

- ***Peter Kleinhenz, Tall Timbers Research, Inc.***
- ***Keith Fountain, Keith Fountain Law, PLLC (Adams Family Legal Counsel)***
- ***James Dunbar, Aucilla Research Institute***
- ***Shane Wellendorf, Tall Timbers Research, Inc.***
- ***David Ward, Aucilla/Wacissa River Group***
- ***Sherilynn Pickles, Madison City Manager***
- ***John Middleton, Four Rivers Audubon Society (Letter of support included in the Board package)***
- ***Derrick Dunlap***

A motion was made by **Richard Schwab, Coastal River Basin Representative**, and seconded by **Charles Keith, At Large, Representative**, to deny staff recommendation as presented and authorize staff to engage in further negotiations and assessments with the sellers. The **Motion Was Approved** with one Member casting a **No** vote.

Permitting Summary Report. This report was included in the backup material at both meetings for information purposes.

District Land Management and Twin River. This report was included in the backup material for information purposes at both meetings.

Agricultural Water Use Monitoring Report. This report was included in the backup material for information purposes at both meetings.

Task Work Assignment with Atkins North America, Inc., for Federal Emergency Management Agency FY 2020 Risk Mapping Mapping Assessment and Planning Program Services. At the November meeting, **Leroy Marshall, Chief Professional Engineer, Office of Agriculture and Planning Program Services**, made a presentation. A motion was **approved unanimously** accepting the recommendation made in this presentation.

Task Work Assignment with Wood Environment and Infrastructure Solutions, Inc., for the Open to Closed Basin Investigative Project in the Ichetucknee and Santa Fe Basins. At the November meeting, **Mr. Marshall**, made a presentation. A motion was **approved unanimously** accepting the recommendation made in this presentation.

Task Work Assignment with Eutaw Utilities, Inc., for the Retention Pond Conservation Investigative Project in the Ichetucknee and Santa Fe Basins. At the November meeting, **Mr. Marshall**, made a presentation. A motion was **approved unanimously** accepting the recommendation made in this presentation.

Water Use Permit 2-023-239112-2, North Florida Mega Industrial Park Wellfield , Public Use, Columbia County. At the December meeting, after a staff presentation and comments made by **David Kraus, Madison Manager**, a motion was **approved unanimously** accepting the recommendation made in this presentation.

Agreements with the Florida Department of Environmental Protection to Receive Springs Grant Funds and Enter into Cooperative Agreements. At the December meeting, after a staff presentation, a motion was **approved unanimously** accepting the recommendation made in this presentation.

2021 Strategic Plan Annual Update. At the December meeting, staff provided an update to the Board.

Florida Forever Workplan Update. At the December meeting, staff provided an update to the Board.

Minimum Flows and Levels (MFLS). Staff provided an update regarding MFLS in the District at both meetings.

Rulemaking to Amend Rule 40B-8.121, Florida Administrative Code, to Add Lake Alto and Lake Santa Fe Minimum Levels. At the December meeting, after a staff presentation, a motion was **approved unanimously** to accept the recommendation made in this presentation.

Surface Water Levels. At the December meeting, after staff made a presentation, a motion was **approved unanimously** accepting the recommendation made in this presentation.

Water Supply. Staff provided an update regarding water supply in the District at both meetings.

Executive Office Report. At the November meeting, **Hugh Thomas, Executive Director**, made the following comments:

- Recognized the Board and staff veterans and thanked them for their service to our country.
- Recognized **Paul Buchanan, GIS Program Manager, Office of Information Technology**, for his assistance with the **Bradford FFA** corn maze project which received a national award.
- Updated the Board regarding the **Country Club Road** project and the upcoming meeting with Columbia County.

At the December meeting, **Mr. Thomas** also updated the Board regarding current District activities.

Governing Board Comments. At the November meeting, ***Larry Sessions, Upper Suwannee Basin Representative***, invited veterans to the parade in Live Oak on November 11, 2011. At the December meeting, ***Ms. Johns***, thanked staff for their efforts and support during 2021.

Adjournment. ***Ms. Johns*** adjourned the November meeting at 10:17 a.m. and the December meeting at 11:56 a.m.

Suwannee River Water Management District (SRWMD) - Vision and Mission Statements and Strategic Goals

Vision

Uniting the region in stewardship and awareness using innovative, science-based solutions to protect and restore our water resources.

Mission

To protect and manage water resources using science-based solutions to support natural systems and the needs of the public.

Strategic Goals. As part of its current strategic plan, the District identified five major areas in this document addressing environmental and operational issues in North Central Florida. They are: *Water Quality, Water Supply, Flood Protection, Natural Systems, and Mission Support*. Each area has specific goals with strategic initiatives promulgated to accomplish those goals. Following is a list of the five areas and goals for each area:

Water Quality

Goal: *Reduce Nitrate Levels to Achieve Water Quality Criteria.*

Water Supply

Goal: *Sustainably Manage District Water Resources.*

Flood Protection

Goal 1: *Reduce and Mitigate Flood Risks.*

Goal 2: *Encourage Non-structural Flood Plan Management Approaches.*

Goal 3: *Prepare Communities for Sea Level Rise Impacts.*

Natural Systems

Goal 1: *Establish Minimum Flows and Minimum Water Levels for Priority Bodies.*

Goal 2: *Steward District Lands to Balance the Need of Natural Resources and People.*

Goal 3: *Preserve and Protect Water Resources.*

Goal 4: *Optimize Public Use of District Lands.*

Mission Support

Goal 1: *Reduce Risks through the Management of Information and Data.*

Goal 2: *Maintain Institutional Knowledge.*

Goal 3: *Strengthen Stakeholder Relationships and Partnerships.*

SRWMD - Mailing Address

Suwannee River Water Management District, 9225 County Road 49, Live Oak, FL 32060

SRWMD - Telephone, Facsimile, and Website Contact Information

Telephone: (386) 362-1001

Facsimile: (386) 362-1056

Website: www.mysuwanneeriver.com

SRWMD - Staff Telephone Extension and Email Contact Information

Hugh Thomas, Executive Director	Hugh.Thomas@srwmd.org	(386) 647-3114
Ben Glass, Legislative and Governmental Affairs Chief	Ben.Glass@srwmd.org	(386) 362-0433
Stephen Schroeder, Administration Chief	Stephen.Schroeder@srwmd.org	(386) 362-0445
Pamela Shaw, Chief Financial Officer	Pamela.Shaw@srwmd.org	(386) 647-3111
Sharon Hingson, Records and Contract Manager	Sharon.Hingson@srwmd.org	(386) 647-3117
Jon Wood, Chief Information Officer	Jon.Wood@srwmd.org	(386) 362.0416
Paul Buchanan, GIS Program Manager	Paul.Buchanan@srwmd.org	(386) 647-3137
Ashley Stefanik, ERP and Environmental Compliance Regulatory Office Chief	Ashley.Stefanik@srwmd.org	(386) 647-3123
David King, Water Use and Water Well Construction Regulatory Office Chief	David.King@srwmd.org	(386) 647-3150
Sean King, Minimum Flows and Minimum Water Levels Office Chief	Sean.King@srwmd.org	(386) 647-3164
Douglas Durden, Office of Water Supply Sr. Engineer Scientist	Douglas.Durden@srwmd.org	(386) 362-0447
Tara Rodgers, Hydro Data Chief	Tara.Rodgers@srwmd.org	(386) 647-3108

Bill McKinstry, Land Management
Chief

William.McKinstry@srwmd.org

(386) 647-3136

Leroy Marshall, Agriculture and
Environmental Projects Chief
Professional Engineer

Leroy.Marshall@srwmd.org

(386) 6473124

SRWMD - Board Member Email Contact Information and Representation Area

Virginia Johns, Chair

Virginia.Johns@srwmd.org

Alachua (At Large)

Richard Schwab, Vice Chair

Richard.Schwab@srwmd.org

Perry (Coastal River Basin)

Charles Keith, Secretary/Treasurer

Charles.Keith@srwmd.org

Lake City (At Large)

Dr. George Cole

George.Cole@srwmd.org

Monticello (Aucilla River Basin)

William Lloyd

William.Lloyd@srwmd.org

High Springs (Santa Fe and Waccasassa
River Basin)

Larry Sessions

Larry.Sessions@srwmd.org

Live Oak (Upper Suwannee River
Basin)

Harry Smith

Harry.Smith@srwmd.org

Lake City (At Large)

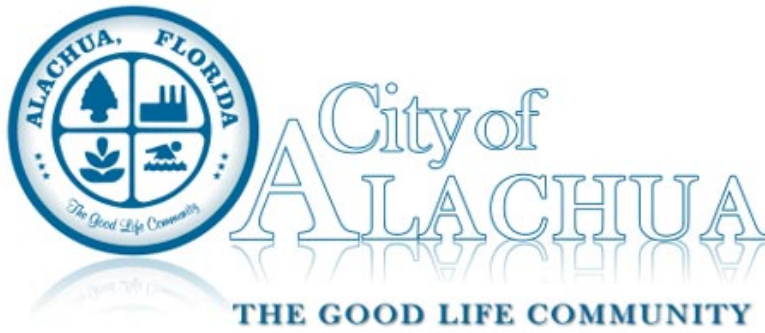
Larry Thompson

Larry.Thompson@srwmd.org

Bell (Lower Suwannee River Basin)

*“Look deep into nature and then you will
understand everything better.”*

Albert Einstein



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Resolution 22-07: Alachua Dreyer's Building Off-Site Tree Mitigation Request

PREPARED BY: Justin Tabor, AICP, Principal Planner

RECOMMENDED ACTION:

Adopt Resolution 22-07.

Summary

The City has received a request for off-site tree mitigation from Alison Fetner, P.E., of Fetner Engineering in relation to an application for a Site Plan for the Alachua Dreyer's Building. The Site Plan application proposes the construction of a ±16,000 square foot building with associated site improvements on a ±3.95 acre subject property, located on Tax Parcel Number 03229-001-000.

Section 6.2.1(D)(1) of the City's Land Development Regulations (LDRs) requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis. A regulated tree is defined in Article 10 of the LDRs as "*any living tree which is ten inches or more in diameter or two feet in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level. This definition shall not include any species of pine tree or nuisance tree regardless of size...*" Heritage trees are defined in Article 10 of the LDRs as "*trees with a diameter of at least 30 inches or seven feet, ten inches in circumference, whichever dimension is lesser, measured at a point 4½ feet above ground level...*"

When required tree replacement cannot be accommodated through on-site mitigation, Section 6.2.1(D)(7) of the City's LDRs allows for off-site mitigation. Off-site mitigation trees may be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings. The formula for the calculation of off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration. Section 6.2.1(D)(7)(c) requires the fee for off-site mitigation to be adopted by the City Commission through resolution.

The number of trees proposed for removal would require 248 replacement trees to be planted to mitigate for trees to be removed. The Site Plan proposes to provide 8 replacement trees on-site. The applicant has requested the City consider off-site mitigation in accordance with Section 6.2.1(D)(7) of the LDRs for the remainder of the required replacement trees - 240 trees.

The applicant has provided a letter from the landscape architect that calculates the fee required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the LDRs. The required payment for off-site mitigation shall be \$38,400.00. In accordance with Section 6.2.1(D)(7)(d) of the LDRs, the fee for off-site mitigation must be paid to the City prior to the issuance of a building permit for new construction associated with the Site Plan.

FINANCIAL IMPACT: Yes

FINANCIAL IMPACT: YES

ATTACHMENTS:

Description

- ▣ Resolution 22-07
- ▣ Vicinity Map
- ▣ Proposed Landscape Plan

RESOLUTION 22-07

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO A REQUEST TO PROVIDE OFF-SITE MITIGATION FOR THE REMOVAL OF TREES IN ACCORDANCE WITH SECTION 6.2.1 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; ESTABLISHING THE FEE FOR OFF-SITE MITIGATION FOR THE REQUEST; REQUIRING PAYMENT OF THE FEE FOR OFF-SITE MITIGATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR NEW CONSTRUCTION; ESTABLISHING THE PERIOD OF VALIDITY OF THE REQUEST; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Section 6.2.1 of the City's Land Development Regulations ("LDRs") establishes tree protection standards; and

WHEREAS, Section 6.2.1(D)(1) of the City's LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis; and

WHEREAS, Section 6.2.1(D)(7) of the City's LDRs allows off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation by permitting off-site mitigation trees to be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings; and

WHEREAS, the formula for the calculation off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration; and

WHEREAS, the City has received an application for a Site Plan prepared by Alison Fetner, P.E., of Fetner Engineering, dated October 14, 2021 and submitted to the City on January 4, 2022, including any amendments thereto duly approved by the City (the "Site Plan") for proposed development on Tax Parcel Number 03229-001-000, as described in Exhibit "A" (the "Property"); and

WHEREAS, the owner of the Property has requested the City consider off-site mitigation for those trees that cannot be accommodated through on-site mitigation, due to the location of proposed structures, parking, and code-required tree plantings, in accordance with Section 6.2.1(D)(7) of the City's LDRs; and

WHEREAS, the Site Plan identifies 84 regulated trees and 7 heritage trees to be removed; and

WHEREAS, the number of trees proposed for removal would require 248 replacement trees to be planted for those proposed for removal; and

WHEREAS, the Site Plan proposes to provide 8 replacement trees on-site for those proposed for removal; and

WHEREAS, the applicant for the Site Plan has submitted a letter from the project's landscape architect, dated January 10, 2022, which describes the limitations to fulfilling tree mitigation solely through on-site mitigation; and

WHEREAS, the owner of the Property desires to proceed with consideration of the proposed Site Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Findings.

The Commission finds, determines, and declares that the above recitals are true and correct and are hereby incorporated into this resolution by reference.

Section 2. Approval of Off-Site Mitigation

The Commission approves the request to provide payment for off-site mitigation for those trees that cannot be accommodated through on-site mitigation. The payment for off-site mitigation shall be in accordance with the calculation of the fee as provided within a letter from Elizabeth C. Houck, PLA, of Elizabeth C. Houck Landscape Architecture, LLC, dated January 10, 2022 and as shown on Sheet LA-1 of the Site Plan in the amount of \$38,400.00 and attached hereto as Exhibit "B".

Section 3. Payment for Off-Site Mitigation

In accordance with Section 6.2.1(D)(7)(d) of the City's LDRs, the fee for off-site mitigation shall be paid to the City prior to the issuance of a building permit for new construction for the Property and approved by the Site Plan.

Section 4. Validity of Off-Site Mitigation

Off-site mitigation shall be a condition of any final development order for the Property associated with the Site Plan.

This Resolution shall take effect immediately upon passage and approval.

DULY ADOPTED in regular session, this 24th day of January 2022.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Gib Coerper, Mayor
SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

EXHIBIT "A"

LOTS 5 AND 6, AND A PORTION OF LOT 4 OF "WOODBIDGE'S SUB-DIVISION OF STRINGFELLOW FARM ALACHUA FLORIDA" AS RECORDED IN PLAT BOOK "C", PAGE 68-A, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 3/4" OPEN PIPE MARKING THE SOUTHWEST CORNER OF SAID LOT 6, BEING ON THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441 (RIGHT-OF-WAY WIDTH VARIES), AND THE POINT OF BEGINNING; THENCE SOUTH 82°30'39" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 853.31 FEET TO A 1/2" REBAR & CAP (LB 7996); THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°33'18" WEST, A DISTANCE OF 276.72 FEET TO A 1/2" REBAR & CAP (LB 7996) ON THE SOUTH RIGHT-OF-WAY LINE OF N.W. 150TH AVENUE (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTH 88°43'42" WEST, A DISTANCE OF 838.30 FEET TO A 1/2" REBAR & CAP (LB 7996) MARKING THE NORTHWEST CORNER OF SAID LOT 6; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 00°10'02" WEST, A DISTANCE OF 146.79 FEET TO THE POINT OF BEGINNING.

ALSO:

A PARCEL OF LAND IN SECTION 14, T8S-R18E; BEING A PART OF NE 7TH STREET LYING BETWEEN U.S. HIGHWAY NO. 441 AND NE 2ND AVENUE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NW CORNER OF LOT 6 OF WOODBRIDGE SUBDIVISION AS RECORDED IN PLAT BOOK "C", PAGE 68A OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, AND THENCE RUN S.83°39'28"W. 20.0 FEET TO THE CENTERLINE OF SAID NE 7TH STREET, THENCE RUN S.0°18'32"E. ALONG SAID CENTER LINE OF NE 7TH STREET 141.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 441, THENCE RUN S.82°34'32"E. ALONG THE SAID NORTH RIGHT LINE OF U. S. HIGHWAY NO. 441 20.18 FEET TO THE SW CORNER OF SAID LOT 6 OF WOODBRIDGE SUBDIVISION, THENCE RUN N.0°18'32"W. ALONG THE WEST LINE OF SAID LOT 6 144.60 FEET TO THE POINT OF BEGINNING, ALL BEING AND LYING IN SECTION 14, T8S-R18E, ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT THAT PART OF LOT 6 AS RECORDED IN OFFICIAL RECORDS BOOK 336, PAGE 427 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

EXHIBIT "B"



Elizabeth C. Houck

ech823@gmail.com

Landscape Architecture, LLC

352-875-8291

Justin Tabor, AICP Principal Planner
City of Alachua
P.O. Box 9, Alachua FL 32616-0009
Date: Jan. 10, 2022

Project Name: RE: Tree Banking for off-site Tree Mitigation- Dreyers Cleaning & Restoration
14619 NW Hwy 441, Alachua, FL 32615
Parcel Number: Tax Parcel 03229-001-000

Mr. Justin Tabor:

I have included an illustration with this memo showing the property's required site and buffer trees with an overlay of required mitigated trees (at 25' o.c) to determine if 247 canopy trees could be planted on site. The illustration shows that possibly 72 of the 247 trees may fit at the 25-foot spacing but would result in overcrowding which may compromise the health of these trees, as at maturity shade trees may have a minimum 40-foot spread.

To provide a healthy stand of trees and maintain some of the existing trees, a mitigation payment shall be proposed in lieu of the on-site replacement trees. The landscape plan will set reflects these revisions.

The mitigation calculations for trees removed are as follows:

Regulated Trees removed = 84 (at 1:1 replacement)

Trees required to be mitigated = 84

Heritage trees removed = 7 for 245 inches (at inch for inch replacement)

Replacement trees required = 164 trees (based on 1-1/2" cal. tree)

Total trees required = 248 trees

Total replacement trees proposed = 8 trees

Total mitigation deficit = 240 trees

The estimated cost of the replacement trees planted shall be \$160.00 per 1-1/2" cal. tree (provided adjusted estimate from previous project 2021). The total mitigation fee is \$38,400.00. Fees for the tree mitigation, as approved by commission, shall be paid to the city prior to the issuance of the building permit for new construction with an approved site plan.

Thank you for your consideration.

Regards,

Elizabeth C. Houck, PLA

c: Kyle Cheshire Construction, Alison Fetner, PE. Fetner Engineering

Attachments: Tree removals matrix & site canopy spacing



TREE MITIGATION MATRIX - Dreyers II site plan

DATE: 1/10/2022

Tree removed REGULATED ($\geq 10"$)(1 TO 1) = 82 REPLACED

<u>NUMBER</u>	<u>CLASSIFICATION</u>	<u>TREE TYPE</u>	<u>SIZE (DBH)</u>
1	REGULATED	OAK	23"
2		OAK	11"
3		OAK	25"
4		OAK	10"
5		OAK	14"
6		OAK	14"
7		OAK	24"
8		OAK	20"
9		OAK	15"
10		OAK	26"
11		OAK	23"
12		OAK	24"
13		OAK	15"
14		OAK	10"
15		OAK	15"
16		OAK	15"
17		OAK	11"
18		OAK	18"
19		OAK	12"
20		OAK	13"
21		OAK	11"
22		OAK	19"
23		OAK	17"
24		OAK	12"
25		OAK	19"
26		OAK	20"
27		OAK	16"
28		OAK	16"
29		OAK	10"
30		OAK	20"
31		OAK	15"
32		OAK	10"
33		OAK	23"
34		OAK	10"
35		OAK	16"
36		OAK	10"
37		OAK	20"
38		OAK	16"
39		OAK	11"
40		OAK	17"
41		OAK	25"
42		OAK	28"
43		OAK	19"

44	OAK	18"
45	OAK	21"
46	OAK	19"
47	OAK	16"
48	OAK	20"
49	OAK	20"
50	OAK	23"
51	OAK	15"
52	OAK	27"
53	OAK	27"
54	OAK	20"
55	OAK	24"
56	OAK	15"
57	OAK	16"
58	OAK	18"
59	OAK	10"
60	OAK	27"
61	OAK	17"
62	OAK	14"
63	OAK	26"
64	OAK	20"
65	OAK	18"
66	OAK	21"
67	OAK	14"
68	OAK	11"
69	OAK	14"
70	OAK	17"
71	OAK	21"
72	OAK	21"
73	OAK	16"
74	OAK	14"
75	OAK	12"
76	OAK	18"
77	OAK	18"
78	OAK	26"
79	OAK	15"
80	OAK	20"
81	OAK	17"
82	OAK	11"
83	OAK	17"
84	OAK	18"

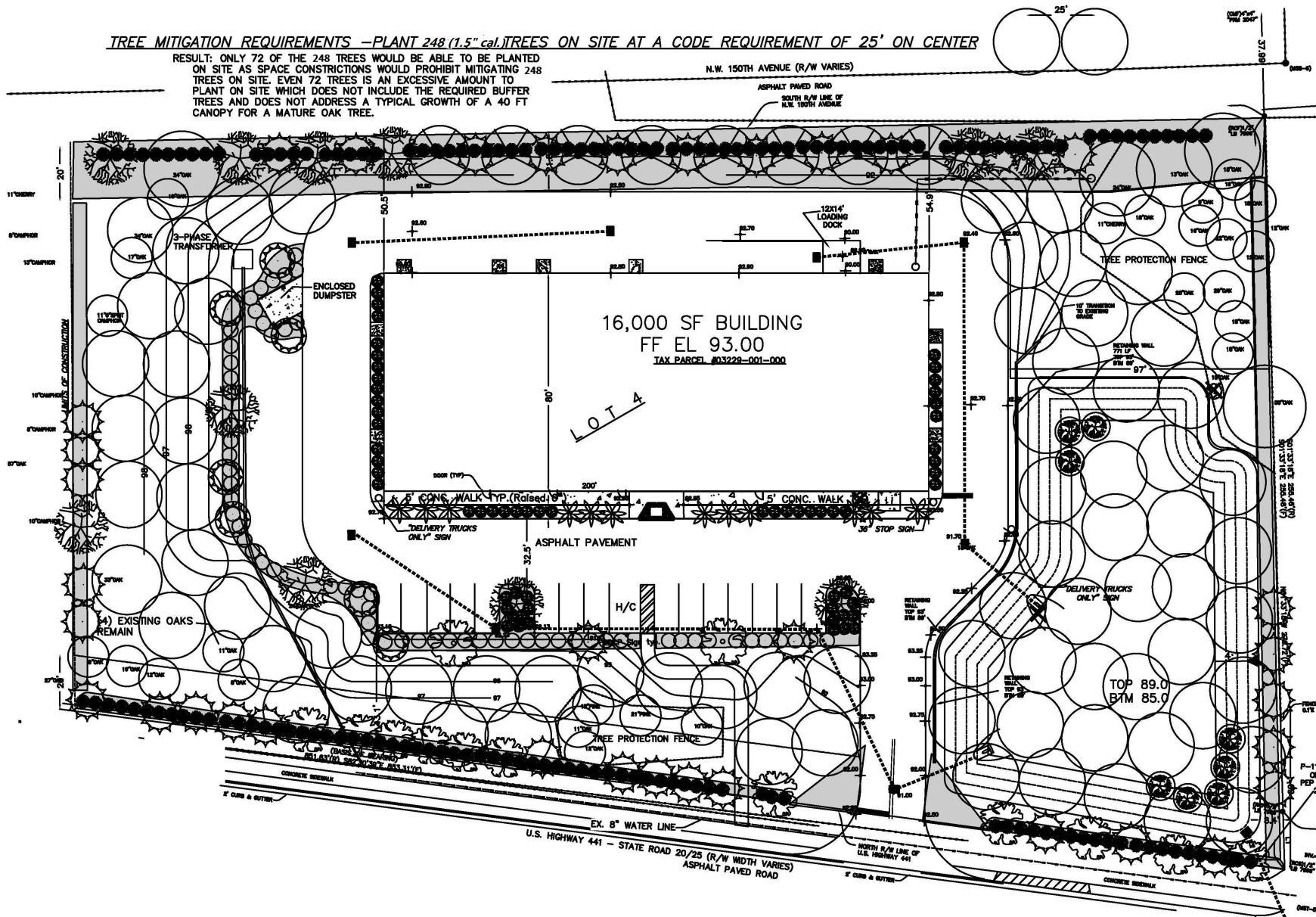
trees to replace = 84 - replaced 8 bald cypress for a remaining total of 76

Tree removed HERITAGE ≥30" (INCH for INCH)		SIZE(inches) DBH
85	OAK	30
86	OAK	39
87	OAK	31
88	OAK	32
89	OAK	35
90	OAK	43
91	OAK	<u>35</u>

inches to replace = 245" (1-1/2" cal.) = 164 trees 245
total trees required= 76 + 164 = 240

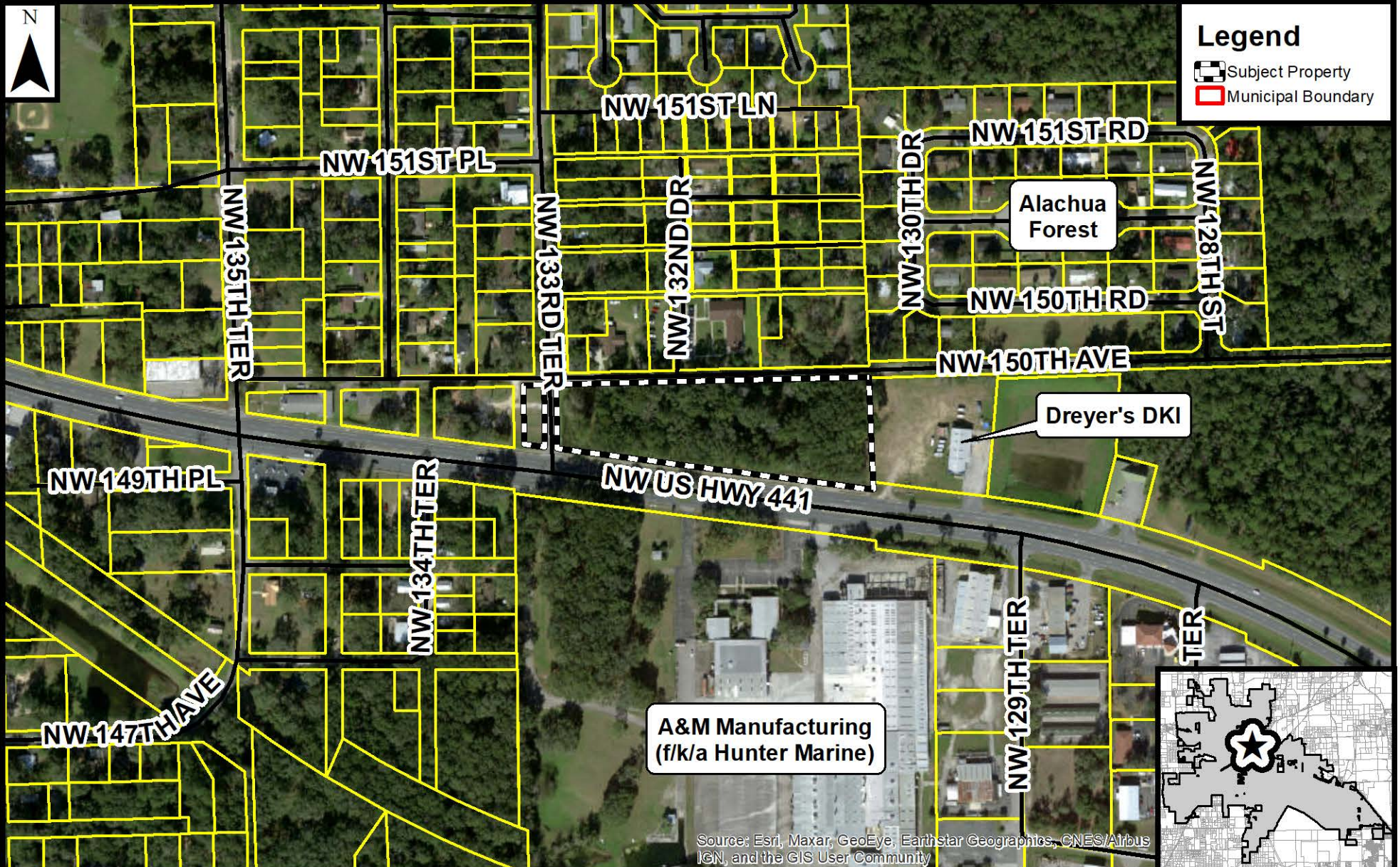
TREE MITIGATION REQUIREMENTS - PLANT 248 (1.5" cal.) TREES ON SITE AT A CODE REQUIREMENT OF 25' ON CENTER

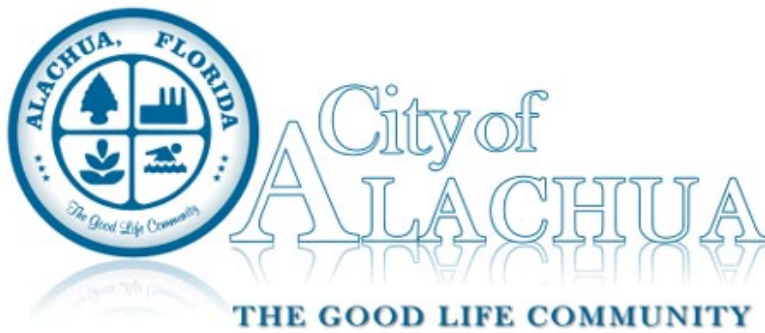
RESULT: ONLY 72 OF THE 248 TREES WOULD BE ABLE TO BE PLANTED ON SITE AS SPACE CONSTRAINTS WOULD PROHIBIT MITIGATING 248 TREES ON SITE. EVEN 72 TREES IS AN EXCESSIVE AMOUNT TO PLANT ON SITE WHICH DOES NOT INCLUDE THE REQUIRED BUFFER TREES AND DOES NOT ADDRESS A TYPICAL GROWTH OF A 40 FT CANOPY FOR A MATURE OAK TREE.





Alachua Dreyers Site Plan Vicinity Map





Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Resolution 22-08: Adopting Amendments to the City Purchasing and Sales Policy and Regulations

PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:

Adopt Resolution 22-08 amending the City Purchasing and Sales Policy and Regulations.

Summary

Section 4.03 (i) of the City Charter provides that "All purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe."

The "Purchasing and Sales Policy and Regulations" was adopted by the City Commission on March 10, 2014. Subsequently, the Policy was further modified and changes adopted on November 9, 2015.

As contemplated and prescribed in the Charter, require updating from time to time. FAS staff began this revision process approximately two years ago by engaging and consulting with all departments to gather feedback and input regarding the Policy in order make it more relevant to the current day purchasing environment, provide transparency, and create a more efficient process to address departmental needs.

Many of the changes have been made to bring consistency in verbiage throughout, improvement of document readability, and provide policy clarity. Major changes include:

- A) Change in purchase order thresholds;
- B) Specific identification of purchase order and competitive bid/quote exemptions;
- C) Official inclusion of Invitation to Negotiate (ITN) as a procurement mechanism;
- D) Statutorily necessary changes to sections referencing the selection of auditing firms

City staff here recommends the presented amendments to correct identified scrivener errors and add certain clarifying language. All changes are identified on the Index Page and in the red underline and strikethrough version.

FINANCIAL IMPACT: No

BUDGETED: No

COMMISSION GOALS:

Strengthen Community Services

ATTACHMENTS:

Description

- ▢ Resolution 22-08
- ▢ Purchasing and Sales Policy and Regulations Changes
- ▢ Purchasing and Sales Policy and Regulations Underline-Strikethrough
- ▢ Purchasing and Sales Policy and Regulations - Revised

RESOLUTION 22-08

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA, PURSUANT TO CITY CHARTER SECTION 4.03, ADOPTING AMENDMENTS TO THE CITY PURCHASING AND SALES POLICY AND REGULATIONS; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City of Alachua Charter Section 4.03 (i) provides in pertinent part that "All purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe"; and,

WHEREAS, the City Commission, on March 10, 2014, by Resolution 14-10, adopted the "Purchasing and Sales Policy and Regulations" pursuant to and consistent with the authority and requirements of Charter Section 4.03 (i); and,

WHEREAS, the City Commission, on November 9, 2015, by Resolution 16-02, adopted the existing "Purchasing and Sales Policy and Regulations" pursuant to and consistent with the authority and requirements of Charter Section 4.03 (i); and,

WHEREAS, the City Commission finds the proposed amendments to the "Purchasing and Sales Policy and Regulations" being presented enhance the purchasing and sales regulations required by the City Charter; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ALACHUA COMMISSION:

1. The presented amendments to the "Purchasing and Sales Policy and Regulations" are hereby adopted.
2. Any and all policies, procedures or regulations previously adopted by the City Commission that are in conflict with the here adopted amendments to the "Purchasing and Sales Policy and Regulations" are, upon the effective date of adoption of this Resolution, rescinded and replaced.
3. This resolution shall take effect immediately upon its adoption.

DULY ADOPTED, in regular session, this 24th day of January, 2022.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor

ATTEST:

Mike DaRoza, City Manager/Clerk

Purchasing Policy Changes

1. Throughout - formatting changes have been made to comply with ADA standards and correct any errors.
2. Updated the City logo and removed "Purchasing Division" from cover page.
3. Throughout - "Manual" has been replaced by "Purchasing and Sales Policies and Regulations (PSPR) Manual".
4. Throughout - revisions have been made for "City" or "city".
5. Throughout - revisions have been made to "City Manager or designee". This enables the City Manager to delegate authority, or responsibility. "Assistant City Manager" was removed.
6. Corrected spelling of "Foreword" in the Foreword.
7. Updated the Table of Contents along with corresponding page numbers.
8. 1.01(A)(2) was added to introduce the Florida Statutes that are mentioned throughout the PSPR Manual.
9. 1.01(A)(4) corrected references to paragraph numbers.
10. Switched order of 1.01(A)(5) and 1.01(A)(6) to improve flow.
11. 1.01(A)(5)(a, b, &c) was added in order to lay out how parties are expected to practice proper conduct.
12. Moved old 1.01(A)(5) to 1.01(A)(7) to improve flow.
13. 1.01(F) removed "and the City of Alachua" as it was previously mentioned.
14. 1.01(G) Purchase Order limits were increased due to increase of prices, and number of years that have passed since the previous Policy was approved. New Limits are:
 - a. Purchases less than \$2,500 can be approved by Department Director.
 - b. Purchases greater than \$2,500 but not greater than \$15,000 must be accompanied by two oral or written quotes.
 - c. Purchases greater than \$15,000 but not greater than \$25,000 must be accompanied by three written quotes.
 - d. Purchases greater than \$25,000 but not greater than \$100,000 must be accompanied by three written quotes and approved by the City Manager.
 - e. Purchases greater than \$100,000 awarded on the basis of sealed competitive bidding and approved by the City Commission.
15. 1.01(G)(7)(b) was removed due to the City not having a General Use Credit Card anymore. Most credit companies do not issue general credit cards anymore; they must have someone's name on the card.
16. 1.01(H)(2)(a) added language "as long as" to solidify Policy.
17. 1.01(H)(3) added entire paragraph to determine what happens if project funds are exceeded when one or more responses have been received.
18. 1.03(A)(1-11) various exemptions were added to exclude from competitive requirements. This was done in order to protect the city and strengthen this section of the Policy.
19. 1.04 removed "the City Clerk" from document due to the Purchasing Division posting all forms on the city website.
20. 2.05(G) added conflict of interest paragraph to strengthen this Policy.
21. 3.02(B)(1)(h) was added to include Public Records as a specific detail to include in contracts.
22. 3.02(B)(1)(q) added the phrase "or tasks" to strengthen paragraph.

23. 3.02(B)(1)(r) was added to include owner direct purchase option in contracts where it would be appropriate.
24. 3.02(B)(2)(f) removed repetitive language. "Time is of the essence" language.
25. 3.02(B)(2)(g) removed repetitive language "Most favored nation clause" language.
26. 3.02(B)(2)(h) was added to include that contractors must allow public access to all material subject to Florida Statutes Chapter 119. Also, updated city clerk contact information.
27. 3.02(B)(2)(i) added the right to audit paragraph that allows the city to have access to documentation to support charges or invoices from the contractor.
28. 4.03(C) replaced "Assistant City Manager" with "Finance & Administrative Services Director" to authorize arrangements for shipping and handling if necessary.
29. 5.01(A) updated amount from \$1,500 to \$2,500 to coincide with 1.01(G). Also, added exemptions from Purchase Requisitions in order to streamline process for expenditures such as: purchased power, debt, utilities, insurance, travel, registration, and postage.
30. 6.04(B) added packing slips to be inspected in shipments by the receiving Department or Division.
31. 6.06 removed "S7MZ05" in reference to a blanket purchase order, this was originally included in error.
32. 6.09(G) updated amount from \$1,500 to \$2,500 to coincide with 1.01(G) and updated position of Finance Director to Finance & Administrative Services Director.
33. 7.01(C) was added to state that this policy is waived during a declared state of emergency.
34. 7.02(D) was removed. No need to specify credit cards as a method of payment.
35. 7.03 was added to state what power the Mayor and City Manager have in State of Emergency.
36. 7.05(B) was corrected to (A)(1).
37. 7.05(A)(6) corrected language.
38. 7.05(A) (7) added language to include but not limit institutional knowledge and experience for sole source.
39. 9.01(D) corrected reference to another section.
40. 9.04(B) replaced "search" with "selection" in reference to RFP's and ranking committees.
41. 10.02 changed (A) and (C) to be consistent with (B).
42. 10.10(A)(10) was added to include experience as a criteria for awarding bids.
43. Section 11 was added to expand on Invitation to Negotiate, which was previously only briefly mentioned.
44. Section 13 contains a few language corrections.
45. 14.01(B) changed language "audit committee" to "auditor selection committee" to coincide with Florida Statute language.
46. 14.01 (C) inserted to state that no city employee may serve on the auditor selection committee.
47. 14.02(A) updated how members are selected due to change in Florida Statute.
48. 14.03 updated language to "auditor selection committee" and "FAS Director" from "Finance Director".
49. 14.03(H) changed policy to authorize City Manager to negotiate a contract. Due to changes in Florida Statute the FAS Director no longer can be on the auditor search committee, and as such cannot be the committee chair.

50. 14.03(H) removed “negotiated contract will be prepared and presented to the City Commission”. The City Commission already authorized the City Manager to negotiate a contract, there is no need to come back to present the contract to the City Commission.
51. Section 15 was updated to reflect the specific Florida Statute thresholds for bond requirements instead of listing a number that may change.
52. 15.03(A) corrected reference to another section.
53. 15.05(A) corrected extra character “1”.
54. 16.01 corrected language to strengthen paragraph.
55. 16.02(C) added additional language about owner direct purchases to strengthen policy.
56. 16.03(A) corrected language.
57. Moved Protest Policies Section from Section 16 to Section 19.
58. 17.02(A) updated language to “book value” to indicate how the value of personal property is calculated.
59. 17.04(A) updated language to strengthen paragraph.
60. 17.05(A) updated annual report to only be “surplus real and personal property in excess of \$50,000 and its disposition”.
61. 18.01(A) added reference to 18.01(B) and 18.01(C).
62. 18.01(C) added “fee” title interests and that the City Manager may sign any such instrument as “accepting” on behalf of the city.
63. 18.02(C)(3) was added to reference to Florida Statutes.
64. 19.01(A) was moved to 19.01(D).
65. 19.01(B) added references to specific sections that may submit concerns or questions regarding City business.
66. 19.01(C) added matters that are not subject to protest.
67. 19.01(E) language was clarified.
68. 19.01(E)(1)(c) clarified and updated timetable for a formal written protest to be delivered. Updated security amount to not exceed \$100,000.
69. 19.01(J – L) updated timetable from item 61. And updated reference to another section.

PURCHASING AND SALES POLICY AND REGULATIONS



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FOREWORD

The purpose of this Purchasing and Sales Policies and Regulations (PSPR) Manual is to provide all departments with the policies and regulations adopted by the Alachua City Commission for the procurement of goods and services and the purchase and sale of real and personal property. The policy of the City Commission and directives contained in these regulations are designed to maximize the value of public funds and guarantee a transparent and uniform system based on quality, efficiency, fairness and integrity.

The terms purchasing and procurement are used interchangeably in this PSPR Manual and both defined as the studied and established process by which the city acquires goods, services and interests in real and personal property. Sale is defined as the disposing of city interests in real or personal property. Both functions are a part of the overall business of the city.

The voters of Florida in 1976 approved Article II, Section 8 of the Florida Constitution entitled "Ethics in Government". The Florida Legislature then enacted 112, Part III, of Florida Statutes (hereafter F.S.) entitled "Code of Ethics for Public Officers and Employees" that authorized and created the Commission on Ethics. The City of Alachua has since adopted and codified, as Secs. 2-65 through 2-100 of its Code of Ordinances, the Code of Ethical Standards specifically tailored to the conduct of city affairs.

The regulations set forth in this PSPR Manual are to be read and applied in a manner consistent with the ethical standards cited, applicable Florida law and the overall best interests of the public.

Sec. 4.03 of the City Charter provides that the City Manager is purchasing agent for the City and that all purchases and sales conform to such regulations as the City Commission may from time to time prescribe. This PSPR Manual is adopted by the City Commission to meet the requirements of the Charter and to inform the public and all those involved in carrying out the business of the City of the regulations in place. The City Commission reserves the right to amend, revise or replace these regulations from time to time and to waive any requirement or process herein as the Commission deems appropriate.

The City Manager, as set forth in Sec. 4.03 of the City Charter, is responsible for the proper administration of the affairs of the city and specifically designated as city purchasing agent. The Purchasing Division will function at the direction of the City Manager or designee pursuant to the City Charter and this PSPR Manual as it may from time to time be amended.

OBJECTIVES

- Deal fairly and equitably with all seeking to do business with the City of Alachua.
- Provide transparent, fair and efficient procurement services.
- Adhere to all laws, regulations and procedures related to procurement and disposition of city property.
- Maximize competition for all procurements of the city.
- Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.

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1.01 General Guidelines**A. General Application**

1. It is important to note the expenditures authorized by the city are appropriated during the annual budget process. The budget for each fiscal year, October 1 through September 30, is established in the prior year after three or four public noticed and held Budget Workshops followed by two public noticed and held City Commission meetings to consider the budget adoption resolution. The public is notified of all public and open meetings and encouraged to participate in the budget making process. The policies and regulations published in this PSPR Manual establish the process of checks and balances to assure previously approved, allocated and appropriated funds are spent in accordance with the budget that was established and adopted in open public meetings. The City Manager and staff are charged with the responsibility to use funds only as authorized by the City Commission and as set forth in the budget.
2. Certain State Statutes preempt, apply to and regulate specific procurement practices set forth in this PSPR Manual. The specific statutes are referenced throughout the manual, incorporated in the policies and regulations and are here identified and briefly summarized for convenient and quick reference.
 - a. Sec. 180.24, Fla. Stat. – Contracts for [utility] construction; contract, bonding and procurement advertising requirements for utility projects.
 - b. Sec. 255.05, Fla. Stat. – Payment and Performance Bond requirements for the construction of public projects; labor and supplier claimants must pursue action against the payment bond and not the city.
 - c. Sec. 255.025 (2), Fla. Stat. – Advertising and other notice requirements for competitive solicitations and other requirements concerning city construction and publicworks projects. Specific cost thresholds determine if the statute section applies, the thresholds and other provisions are subject to change by action of the legislature (as in the case with all statutes).
 - d. Sec. 255.20, Fla. Stat. – Local bids and contracts for public construction works; specification of state-procured lumber [requires competitive procurement for public building, structures or other public construction projects or electric work exceeding certain thresholds].
 - e. Sec. 287.055, Fla. Stat. – [Consultants' Competitive Negotiation Act] Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. Statute applies only to the names professional services and is triggered by cost thresholds (check with the Purchasing Division about scope of work descriptions and breakdown by tasks).
3. The terms and provisions of this PSPR Manual shall be deemed to be a part of the terms and conditions of each procurement, purchase order (PO), contract or other business transaction between the City of Alachua and another party except as

expressly provided herein or by written exception to one or more of the requirements provided for in this PSPR Manual with respect to a particular procurement, purchase order or contract.

4. All city departments are required to follow the provisions and policy of this PSPR Manual unless otherwise governed by specific action of the City Commission or by the City Manager as to matters of administration (paragraph 6) or in an emergency (paragraph 7).
5. These general guidelines and all other expressions set forth in this PSPR Manual apply to all relationships and contacts with the public by city staff and vendors, and, between vendors and city staff in any matter or work doing the business of or with the city.
 - a. City Staff Responsibility
 - (1) City staff shall treat the public, each other, vendors and all other persons with courtesy and respect.
 - (2) All are responsible for complying with City Personnel, Safety and Wellness Procedures.
 - b. Vendor Responsibility
 - (1) All vendors, employees, agents and representatives shall treat the public, city staff, other vendors and all other persons with courtesy and respect.
 - (2) All must adhere to Safety Standards and practices required by law, contract and the standards of the relevant industry.
 - c. Summary
 - (1) In essence, it is required that all persons employed by or doing business with the city treat the public, each other and all other persons with courtesy and respect.
 - (2) Proper conduct entails practicing good personal hygiene, working safely and includes the wearing of clean and orderly clothing taking into account common sense and working conditions.
6. The City Manager is authorized, pursuant Section 4.03 of the Charter and by the adoption of this PSPR Manual by the City Commission, to alter or replace ministerial practices set forth in this PSPR Manual in order to incorporate innovations in information technology (I.T.), accomplish administrative efficiency or for any other ministerial purpose that accomplishes the policy, commitment to ethics in government and serves the best interest of the public. The reasons for such administrative changes shall be presented within 120 days of implementation to the City Commission as a request for amendment of this PSPR Manual. The 120 day “trial period” is to allow time to evaluate any change and refine language to create a smoothly evolving administrative process for carrying out City Commission policy.
7. The City Manager may waive any requirement set forth in this PSPR Manual in the event of an emergency, necessity or other exigent circumstances. The reasons for such

waiver shall be documented in writing and presented, along with such supporting data as necessary, to the City Commission as soon as time reasonably allows.

8. There shall be no manipulation or separation of items to be purchased in order to avoid a more competitive procurement threshold. The intent of this provision is not only to maintain the integrity of the competitive process but to clearly report and reveal the quantity and cost of product, property or service involved in each transaction.
9. The comments set forth in this PSPR Manual are not intended to represent legal advice or legal interpretations of the law or procedure. The effort here is to set forth a usable set of regulations to guide the City Manager and staff in carrying out the policy of the City Commission.

B. Delegation of Authority

1. Any act authorized by this PSPR Manual or by the City Manager to be carried out by a named employee or then occupant of a specified position may be carried out by the designee of such named employee or occupant of the specified position.

C. Written Contract

1. As described and provided for in Section 3 will be entered into between the city and all vendors.
 - a. A PO is a contract but does not meet the requirements of this provision unless approved by the Purchasing Division.
 - b. Exceptions
 - (1) Category I (see G.1. below) purchases unless the Department Director determines there is an exposure to city liability beyond the amount of the purchase.
 - (2) Purchases on an established account or with a credit card.
 - (3) Invoices and scheduled payments pursuant to an existing contract and/or issued PO.

D. Real Property

1. The ownership of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval. However, the City Manager is authorized to and may delegate responsibility for accepting the property of others, such as public utility easements, as are necessary in the normal course of municipal business. The City Manager is also authorized to initiate or entertain discussions and negotiations with other parties concerning the sale or purchase of real property interests as long as all parties are aware any proposal must be presented to and approved by the City Commission.

E. Contracts and Change Orders

1. Category V request (see G. 5. below) require approval of the City Commission. Contracts submitted to the City Commission for approval shall not include a provision providing for prior authorization of change orders calculated as a percentage of the original contract price or other method. This PSPR Manual sets forth the process, procedures and levels of authority for all city procurement and disposition of personal and real property. Contracts and Change Orders shall be governed accordingly.

F. City Attorney Review

1. The review and approval of any agreement or action by the City Attorney is legal advice directed only to the City Commission individually in the performance of the official duties of each member, collectively as the governing body of the City of Alachua. Such advice is not for the benefit of nor shall it be relied upon by any other party.

G. Requirements by Category

1. **CATEGORY I - Purchases less than \$2,500:**

May be approved by the Department Director. Prior to the purchase, the Department Director must verify funds are available within the respective budget line. The Department Director is responsible for signing the receipt/invoice, supplying the G/L account number and returning the receipt/invoice to Accounts Payable. No requisition or respective purchase order is required.

2. **CATEGORY II - Purchases of \$2,500 but not greater than \$15,000:**

Must be accompanied by two (2) quotes which may be either oral or written, oral quotes must be documented and included with requisitions. A requisition and corresponding purchase order are required.

3. **CATEGORY III - Purchases greater than \$15,000 but not greater than \$25,000:**

Must have a minimum of three (3) written quotes. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission.*

4. **CATEGORY IV - Purchases greater than \$25,000 but not greater than \$100,000:**

Must have a minimum of three (3) written quotes and must be approved by the City Manager. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission*

5. **CATEGORY V - Purchases greater than \$100,000:**

Must be awarded on the basis of sealed competitive bidding unless exempt from bidding requirements and be approved by the City Commission. A requisition and corresponding purchase order are required.

6. **CATEGORY VI – Inventory:**

A requisition and corresponding purchase order are required for all inventory items regardless of cost.

7. CATEGORY VII - Credit Card Programs:

a. Individually Assigned Purchasing Card Program (P. Card)

- (1) The City Manager shall have the authority to implement a P. Card Program with adequate guidelines and controls whereby a credit card is issued/assigned to individual employees selected and approved by the City Manager for use in making authorized and proper city purchases. The City Manager shall establish, and may modify from time to time, procedures and guidelines for the use of the P. Cards as are in the best interests of the public. The Purchasing and Sales Policy and Regulations adopted by the City Commission shall control in the event of a conflict with the P. Card Program Procedures.

H. Adaptation of Category Requirements

1. There are situations where no responses, or less than those called for in G. above, are received by City to advertised or otherwise sought solicitations for competitive quotes, bids or proposals. The following general guidelines are established for application in such circumstances so that the business of the city moves forward in an efficient and timely manner.

a. Category V (See Section 1.01 G.)

(1) No responses received by City

- (a) The City Manager may, when no Bids or Proposals are offered the City after an advertised solicitation process including but not limited to when no bids are offered after the completion of the RFB process, no proposals are received after the RFP process, no proposals are received after the RFQ process or no proposals are received after the RFI process, designate a city staff member or members to identify one or more responsible and qualified vendor(s) of the products or services required and to negotiate an agreement(s) with that (those) person(s) or entity(ies) on the best terms and conditions reasonably achievable in the then existing market conditions.

(2) One or More Responses Received

- (a) Should the advertised solicitation for competitive proposals yield one or more proposals, an award may be made, as long as all other requirements of this PSPR Manual are being met.
- (3) Should all responses exceed the funds available to the city to complete any project, as determined within the complete discretion of the city, the city shall have the discretion to negotiate with the lowest responsive and responsible bidder, employing value engineering, reduction in scope of work or any other method employed in a like set of circumstances, to reconcile the scope of work, price and funds available to achieve a contract with the lowest qualified bidder to perform the public work achievable under the circumstances then existing.

b. All Categories, Less V and VII

(1) Quotes or Proposals less than requirements

- (a) The name and contact person of vendors that declined to offer a quote or proposal sought by the City must be documented when the number of responses called for in Section 1.01 G. is not received. When the number declining, together with the proposal(s) received, at least equals the total number of proposals required, an award may be granted. No such documentation is required if the required number is received.

c. Negotiation of Price, Terms and Conditions is always encouraged in establishing the final award.

2. The City always reserves the right to cancel all solicitations, proposals and cancel or renew any procurement or sale process

I. Blackout Periods

1. This PSPR Manual provides for Blackout Periods where there is to be no contact between city representatives and vendors or potential vendors. There also is to be no collusion among vendors or with members of city staff that in any way does or gives the appearance of impropriety. The city here makes it clear to all concerned that any evidence or reasonable appearance of such impropriety in any financial dealing with the City of Alachua will result in appropriate action by the city to protect the integrity of city business and public funds. **Blackout Periods** are further described and defined as:

- a. Communication, direct or indirect, oral, written, electronic or by any other means, from a bidder/offeror or prospective bidder/offeror regarding the subject matter or the specifications of any advertised with any city employee, elected official, selection committee member or representative of the City, from the issuance of the specifications until the city makes the award is prohibited. Prohibited communication as described can be grounds for disqualification of any bidder for current, existing or future awards. Such improper conduct also can form the basis for legal action against any bidder for recovery by the city of damages resulting from such improper conduct. Exceptions to the foregoing rule are: (1) Oral presentations to a selection committee made at the written request of the city; (2) Written requests for interpretation of work or specifications concerning a specific city solicitation. Such requests must be made as directed and within the time constraints set forth in each specific solicitation. (3) Communication **during** a Pre-Bid Conference.

- b. The city will respond to each request within the time frame set forth in each solicitation by publishing such request and response on the city website so as to make all such communications available to all bidders/offerors. It is the responsibility of all interested parties to monitor the city website throughout the entire process. The blackout does not prohibit contact with city staff when the vendor is doing business with the city on another contract or where the vendor meets with staff with regard to matters unrelated to the contract or solicitation at issue. No communication prohibited by this section shall occur during such unrelated contact.

- c. The solicitation or bid will be deemed to be issued within the meaning of this provision at the earliest date and time of its posting, advertising or electronic

publication on the city website. The manner of issuance is at the discretion of the Purchasing Division and as prescribed by law.

- d. The provisions concerning the blackout period and procedures shall be deemed incorporated in the other sections of the PSPR Manual related to all other competitive methods of procurement and sale.

J. Minority, Small and Local Business Utilization

1. It has been and continues to be the policy of the City of Alachua, as set forth throughout this PSPR Manual, that active and continuing efforts are made to bring about the participation of diverse and all inclusive vendors and enterprises in doing the business of the city. The Purchasing Division shall, through such resources as the State of Florida Office of Supplier Diversity, identify businesses meeting the definition of a small/minority business as described in 288.703, F.S. and take reasonable steps to encourage such businesses to compete and participate in the business of the city.
2. Local businesses are a critical part of the Alachua community by paying local taxes, providing jobs for our citizens, supplying necessary products and services and contributing in many other ways. The Purchasing Division shall actively encourage the participation of local business in the competition for city business.

1.02 Community Redevelopment Agency(ies) and all other Boards or Committees

- A. Any Community Redevelopment Agency (CRA) established by the city pursuant to Florida law shall follow the policy, regulations and procedures set forth in this PSPR Manual.
- B. All Boards or Committees created by the City Commission or by the City Charter shall follow the policy, regulations and procedures set forth in this PSPR Manual.

1.03 Exclusions

- A. The following purchases are excluded from competitive requirements.
 1. Agreements between the City Commission and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of property, goods and/or services.
 2. Any properly assessed charges for permits, fees or other costs required to be paid by the city to any governmental agency including those required internally by the city.
 3. Debt recovery service, debt payments; postage; utility and communication services including telephone and internet service providers; and costs of job-related travel, seminars, tuition, registration and training.
 4. Insurance or City funded claim settlements or payments.
 5. Purchase Power Agreements.

6. Dues and memberships in trade or professional organizations; subscriptions for periodicals and software applications; advertisements; used equipment including vehicles; abstracts of title, ownership and encumbrance reports, title insurance and other real property acquisition or sale transaction costs or expenses; copyrighted
7. materials; patented materials; art and artistic services including graphic design, entertainment performances and advertising (video and other production material); employment agreements; medical services; legal services including paraprofessional compensation; and service required by proprietary ownership such as CSX Railroad carrier and fees.
8. Purchase of construction materials included in the scope of an awarded construction contract.
9. Annual software maintenance agreements less than \$25,000 per year.
10. Purchases in accordance with State of Florida or Federal GSA Contracts as well as contracts awarded by any local, state, or national government agency cooperative purchasing organization or purchasing association.
11. State of Florida and federal GSA Contracts do not require further documentation or reference.
12. Any purchase pursuant to a contract with another government agency, municipality, a county or cooperative purchasing organization or association requires full documentation that the contract was competitively bid. It shall be the responsibility of the Purchasing Division to verify and maintain current documentation as described.

1.04 Forms

- A. All Forms referred to by Title in this PSPR Manual shall be 8.5 x 11 format as designed and modified by the Purchasing Division and approved by the City Manager or designee from time to time. The adopted designation and effective date shall be included on the bottom left corner of each form and the page number on the bottom right corner of each form. All forms shall be designed and function to meet the purpose set forth in the section where each is described and identified. The forms shall be published on the website by the Purchasing Division.

1.05 Open Meeting and Public Records Compliance

- A. The following is an outline of the process to be followed in complying with the requirements of this PSPR Manual to insure uniformity and compliance with the laws guaranteeing open meetings (Sunshine Law) and access to public records.
- B. The City Clerk and, specifically, the Office of the Deputy City Clerk, is responsible for:
 1. Publishing and posting all required public notices.
 2. Maintaining the records (file) of public meetings held as identified in this PSPR Manual.
 - a. Making a recording of each and generating minutes.

- b. Maintaining a separate official record file of each solicitation (the user department and all other departments may retain copies or records in accordance with the law and city procedures).
3. Remaining the source for information and direction concerning public meeting and public records questions. All outside inquires or requests shall be so directed.
4. Receiving and processing all public records requests.

2.01 Mission

- A. The mission of the Purchasing Division is to procure quality property, goods and services at the lowest possible cost consistent with the quality needed to provide the very best service to the public while assuring fair and equal opportunity to all qualified vendors. Further, to oversee the fair and efficient sale/disposal of surplus city property.

2.02 General Statement

- A. The Purchasing Division shall be responsible for the implementation and administration of the Policy and Regulations set forth in this PSPR Manual.
- B. All changes to this PSPR Manual require approval of the City Commission as set forth herein. This PSPR Manual supersedes all previously adopted policies, regulations and ordinances.

2.03 Purpose

- A. Coordinate the centralized system established in this PSPR Manual;
- B. Promote public confidence in the integrity and transparency of the procedures followed to procure goods and services and in the disposition of city property;
- C. Ensure fair and equitable treatment of all who participate;
- D. Maximize economy and quality in purchasing.

2.04 Function

- A. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies and services.
- B. Ensure all purchases are made according to federal law, Florida law and this PSPR Manual.
- C. Coordinate, standardize and supervise purchasing procedures for all departments.
- D. Initiate reports necessary for analysis of overall performance.
- E. Assemble specifications in cooperation with departments to subsequently be included in all Requests for Information (RFI), Requests for Bid (RFB), Invitation to Negotiate (ITN), Requests for Proposal (RFP) and/or Requests for Qualifications (RFQ).
- F. Establish and coordinate the administrative and support process necessary to accomplish the goals and policy set forth in this PSPR Manual.
- G. Provide contract administration when directed by the City Manager or designee.
- H. Promote good will between the City of Alachua and its vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all vendors.

- I. Gather knowledge of current developments in the field of purchasing, including but not limited to, prices, market conditions and new products. Secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.
- J. Oversee the sale of surplus city personal property and coordinate with the City Land Rights Coordinator the purchase and sale of real property rights.

2.05 Responsibilities

- A. Deal fairly and equitably with all seeking to do business with the City of Alachua.
- B. Provide transparent, fair and efficient procurement services.
- C. Adhere to all laws, regulations and procedures related to city procurement and disposition of city property.
- D. Maximize competition for all procurements of the city.
- E. Maximize savings and return through innovative buying.
- F. Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.
- G. The city, as trustee of public funds, finds that it is inconsistent with its fiduciary responsibility and that a conflict of interest exists for it to engage in business activity with any person, as defined by Chapter 1, Section 1.01 (3) of Florida Statutes, individually or through another person, as so identified in Chapter 1 of the statute, that is indebted to the city and such debt remains or such person otherwise has a history of being in arrears in payment of debt to the city. The city shall not engage in city business activity with such persons and that person or persons shall be deemed not a responsible vendor unless and until all debt is satisfied and the City Commission, in its discretions, finds the person to be a responsible vendor or party.

3.01 Purpose

- A. This section is included in the PSPR Manual to help bring about a uniform understanding of the process of contract management, better coordination of the efforts of staff and result in the most efficient and evolving process of continuously working to do the best job of doing the business of the public.
- B. Contract administration begins when it is determined a contract is necessary. Aspects of contract administration include negotiation between the parties, preparation of all written documents, review and comment by various departments, proper approval and execution, distribution, filing and monitoring from the notice to proceed to final closeout.
- C. A contract can be oral or written. Oral agreements are not a part of the city business format because they are, despite common understanding, too complicated. Oral agreements are subject to the memory and understanding of persons involved in the negotiations, and, the availability of both. Written contracts contain agreed upon language and, in almost all cases, are interpreted by the courts based only in that language. The availability and good memory of those "agreeing" to a contract are not issues in the interpretation of a written contract.
- D. The business of the city shall be conducted by written contract. A written contract can be in the form of a document prepared for a specific transaction, a written purchase order, work order or a charge on an established account. All named examples are based in written agreements (contracts). Purchases funded by petty cash are a rare exception but represent small dollar amounts.
- E. Contracts that are in conflict with the federal or state constitution, applicable law or otherwise violate public policy are most often found invalid and unenforceable.

3.02 Contract Development

- A. Contract Preparation
 - 1. Offered by Vendor.
 - 2. Prepared by Compliance and Risk Management Department.
 - 3. Prepared by City Attorney.
- B. Contract Content
 - 1. Specific details include but are not limited to;
 - a. Type of product or service to be provided,
 - b. Method of payment, schedule,
 - c. Contract term,
 - d. Termination clause,

- e. Change order statement,
- f. Time schedule of project,
- g. Remedies,
- h. Public Records,
- i. Right of audit,
- j. Governing law (Florida),
- k. Venue (Alachua County),
- l. Successor and assignee provisions,
- m. Insurance statement and certificate of insurance requirements,
- n. Performance or other applicable bonds,
- o. Entire agreement statement,
- p. Signature authority,
- q. A scope of work statement according to various phases or tasks, if any, and the time restriction of each phase,
- r. Owner direct purchase option as appropriate.

2. Topics and Clauses

- a. City will not normally indemnify a private party, but the vendor must indemnify and hold harmless the city for loss it causes (either directly or through an agent, subcontractor or employee) caused by a product or service supplied by or on behalf of the vendor by any negligence, breach of agreement or wrongdoing.
- b. City will not waive sovereign immunity and shall reserve the limits of liability under Section 768.28, F.S., notwithstanding any implied or express term elsewhere in the contract or any other document furnished by the vendor.
- c. The contract will clearly set out that the product or service will be fit for all purposes intended and that the quality of the product or service will be consistent with applicable commercial standards.
- d. No implied or express limitation of warranty shall be included.
- e. Clearly stated and precise product and service performance standards will be included. Product specifications and literature supplied by the vendor may be

attached and incorporated as an exhibit to establish the required performance standards.

- f. **Sample – Time is of the essence** - “The parties agree that time is of the essence in the completion of this contract and the delivery of goods and services pursuant to the agreement. The deadline for completion of delivery or furnishing of services pursuant to this agreement is _____ (*insert date*). Unless the contractor/vendor obtains a change order that extends this deadline, this deadline is a mandatory provision. A change order extending the deadline will not be granted unless the need for an extension of time is for reasons outside of and beyond the reasonable control of the contractor/vendor. Examples of good cause shall include labor shortage, pervasive shortage of materials and supplies necessary for the engagement, acts of terrorism or war, and/or extremely unusual and severe weather that disrupts the ability to perform the work or deliver the services required. Unless the time is extended, there shall be liquidated damages for failure to comply as set out hereinafter. The parties agree that in the event there is a default in completing this contract by the required deadline, that the city will suffer damages, and that the amount of such damages cannot be determined at this time with reasonable certainty. Therefore, the parties agree that liquidated damages of \$_____ (*insert daily liquidated damage rate*)

for each day beyond the scheduled completion date shall be assessed against the contractor/vendor and shall be due from the contractor/vendor for failure to achieve the required completion deadline. The parties agree that this amount of liquidated damages is not a penalty and is a reasonable and close approximation of the actual damages that would be suffered by the city for failure to achieve the contract deadline.”

- g. **Sample – Most favored nation** - “The contractor/vendor shall amend the contract or the terms and conditions of the purchase agreement to provide the city with any and all contract terms or provisions, including price, where such amended terms are required in order to insure that the city is receiving the most advantageous terms and prices for contractor/vendor goods and services that contractor/vendor extends to any other client or customer. This is a most favored nation clause as that term is understood generally in a commercial context, and it is the intention of the parties that the city shall have, by amendment of the terms hereof, as necessary, terms and conditions that are as favorable as those extended to any other customer or client of the contractor/vendor. The city shall have a right of examination to assure the performance of this provision and the contractor/vendor shall cooperate in the provision of records necessary to assure the city that it is receiving the most favorable terms, conditions and pricing extended by it to any other customer or client.”

h. **Sample Public Records**

“Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.

- b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- e) Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.
- f) The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully

refused to comply with a public records request within a reasonable time.

- g) The Contractor shall contact the Office of the Deputy City Clerk, Custodian of City Public Records, at (386) 418-6104 or deputycityclerk@cityofalachua.com, concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.”

“THIS PROVISION WILL APPLY TO ALL SERVICES PROVIDED UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.”

i. Right to Audit

The Contractor agrees to furnish such supporting detail as may be required by the city to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The city will pay the cost of any audit. The city shall have the right to audit the CONTRACTOR'S records pertaining to the work/product for a period of three (3) years after final payment.

C. General Guidelines

1. The City Manager, Compliance and Risk Management Department, or designee may waive one or more of the contract provisions set forth in 3.02 based on what is reasonable, applicable and in the best interest of the city. It may be, for example, necessary to waive venue or choice of law provisions where a national vendor of a sole source or otherwise essential product is located out of state and as a general rule insists upon choice of law or venue in a foreign jurisdiction. However, if the vendor has for another city modified these provisions, the City of Alachua should insist on

the same modification pursuant to a most favored nation clause or negotiation position.

2. Standard contract provisions should generally be included in purchase orders and standard contract forms issued by the city and should be included in bid specifications, and all other solicitation documents.

3. Travel/Equipment Transport Reimbursement

- a. Travel or equipment transport costs in furtherance of supplying any good or service to the city must be separately negotiated and specifically made a part of any City agreement with a vendor. The general rule is that no such reimbursement will be paid by the city.

3.03 Contract Terms

- A. Contract terms for professional services, except that of the City Attorney, shall be for up to five years and may provide for up to two one year extensions. A new RFP shall be issued in time for the list to be opened for competition prior to the end of the contract term.

3.04 Contract Approval and Execution

- A. All contracts of procurement in Category I through IV and VII, for other than real estate transactions, shall be executed and approved by the City Manager.
- B. All Contracts in Category V and all contracts and documents involving real property transactions, require City Commission authorization and will be executed, unless otherwise specifically directed by the City Commission, by the Mayor.

3.05 Contract Review and Execution

- A. The Contract review and execution process shall include all written documents signed by the city and another party. The second party may be a vendor, other governmental entity, claimant, individual or in any other situation where a relationship, agreement or transaction between the city and another is memorialized in writing. This process applies whether the contract is prepared by the city or other party.
- B. All other provisions of this PSPR Manual shall apply and the timing of contract preparation and the requisition process shall be by direction of the City Manager to the user Department Director.
- C. The user Department Director shall timely submit all proposed contracts to Compliance and Risk Management and early enough in the process so that review and negotiation can take place. The contract approval phase must be complete prior to scheduling an item on the City Commission Agenda or presentation to the City Manager for approval.
- D. A Compliance and Risk Management Approval Form will be attached to contracts as appropriate and the package returned to the user Department Director who will process the package in the normal course of business. No contract shall be presented to the City Commission or City Manager for execution without the Compliance and Risk Management approval form attached. However, documents approved by the City Attorney do not require Compliance and Risk Management review.

1. The signature(s) of the second party(ies) will be obtained before the contract is

presented to the City Commission or City Manager for signature. All second Party signatures shall be attested to by at least one person, preferably a corporate officer, notary or partner.

2. One signed copy for each party must be submitted so that each party will receive a fully executed duplicate original.
3. Interlocal Agreements must be recorded in the Public Records of the county. The recommended process is that each be signed first by the city and returned to the other governmental party for signature and recording.
4. Time and other circumstances may dictate signature first by the city and the order of execution decision must be made as the demands of the situation require.
5. Obtaining the signature of other parties will be coordinated between Compliance and Risk Management and the user department.
6. The correct number of second party signed copies will be presented by the user Department Director to the Clerk's Office when City Commission approval is required. The Deputy City Clerk shall be responsible for obtaining the required signatures of the Mayor, City Manager/Clerk, City Attorney and City Manager (as directed by the City Commission).
7. The user department is responsible for returning one complete and fully executed contract to the Compliance and Risk Management Department for inclusion in the department file.
8. Compliance and Risk Management is responsible for electronically filing the record copy on the city internal server.
9. The Purchasing Division, upon issuance of a PO corresponding to a City Commission approved contract, shall send the vendor a copy of the PO and one fully executed copy of the contract. A copy of the transmittal message to the vendors, without copy of the contract, shall be sent to the user department and to Compliance and Risk Management.
10. The user department, after the issuance of the PO, shall be responsible for the issuance of a notice to proceed as set forth in the contract. No work shall begin before the notice to proceed is issued. A copy of the notice to proceed will be sent to Compliance and Risk Management and the Purchasing Division.
11. The Purchasing Division will coordinate the issuance of RFBs, RFPs and RFQs with Compliance and Risk Management and include the form of the offered contract in each solicitation.

3.06 Contract Monitoring/Administration

User Department will:

1. Assign a Project Manager or contact person.
2. Determine the quality or performance level required.

3. Establish schedules for the completion of each contract.
4. Monitor vendor performance.
 - a. Proper performance by vendors requires cooperation and communication between the user department and the Purchasing Division. Timely action on the part of the user department and the Purchasing Division is required for enforcing the terms of Purchase Orders/Contracts and protecting the city financial and legal interests. Failure by a vendor to deliver on time, in the proper quantities or to otherwise meet contract requirements must be handled in a prompt, uniform and fair manner:
 - (1) The user department should promptly contact the vendor to request resolution of any problem. A complete record should be made of the contact to include the name, title and telephone number of the person contacted and generally any promises made by that person. An email is the best written record.
 - (2) If the vendor continues to be noncompliant after the first contact, contact the Purchasing Division and a Cure Notice will be issued to the contractor. The Cure Notice will provide written notice of the failure and allow a specified time for cure (remedy) of the failure before issuing a termination notice. If the contractor fails to comply with the terms of the contract or order after the notice, the Purchasing Division may cancel the purchase order or contract, order from another source or take other appropriate action.

5. Document contract performance deficiencies.

6. Prepare closeout and other final payment reports.

A. Purchasing Division

1. Ensure the correct legal name is contained in the contract documents and confirm active status of legal entity.
2. Hold contractor responsible for and establish damages suffered by the city resulting from failure of the contractor to perform as agreed.
3. Work with the user department to ensure that the city does not fail to perform its obligations.
4. Preclude the issuance of unnecessary or excessively priced change orders.
5. Maintain a file of standard clauses of contractual terms.
6. Initiate the cure process to ensure vendor corrects contract deficiencies in a reasonable period of time.
7. Maintain a file of records of the following information:
 - a. Contract and PO numbers.
 - b. Bonds and certificates of insurance.

8. Maintain records of vendor performance.
9. Maintain a current vendor file.

3.07 Certificate of Insurance

- A. The Purchasing Division will ensure that all vendors maintain the proper insurance with the use of a Certificate of Insurance. The City of Alachua shall be named as ADDITIONAL INSURED on all certificates. Insurance companies must be licensed and authorized to do business in the State of Florida and maintain a Best's Insurance Credit Rating of A or higher. Insurance information will be verified and may be grounds for disqualification if not in compliance.
- B. The city will not request from the city insurance carrier a certificate issued naming another party as an additional insured. The city may, for example, when the city is a lessor of property, request and provide proof of certain coverage, or, in the event a lien is in place on city property, agree to provide proof that coverage and an appropriate loss payable clause are in effect.

4.01 Price Reasonableness

- A. City Policy is to pay a fair and reasonable price for all goods and services, the price a willing buyer would pay a willing seller. The principle of reasonable price applies in all situations including those of sole source and emergency purchases.

4.02 Quotes

- A. The User Department and/or the Purchasing Division can obtain quotes. Always seek additional quotes if fair and reasonable prices are not initially obtained. Document the name and address of vendors contacted, item description or service offered, price quoted including shipping/freight, delivery dates, shipping point, names of persons giving and receiving the prices and the date the information was obtained.
- B. All quote requests shall be inclusive of all items and specify what is acceptable to allow for maximum competition.
- C. Do not share quotes from one vendor with other vendors before the quote process is complete and all the quotes have been received. Employees are prohibited from obtaining a revised quote in an effort to utilize a specific vendor. The award should go to the lowest quoting qualified vendor, all things being otherwise equal.

4.03 Freight Charges – Shipping and Handling

- A. All quotes shall be FOB Destination (Free on Board Destination).
 - 1. The vendor retains title to the goods until the goods are received by the city. The vendor pays the shipping costs and is responsible for claims against the carrier.
 - 2. Specify inside delivery if the item needs to be delivered indoors to an office building or worksite.
- B. Do Not Order FOB Plant/Origin:
 - 1. FOB Plant/Origin means the city accepts ownership of goods when taken into custody by the carrier, the city is responsible for any damage in transit, the city must pay all shipping costs and is exposed to additional liability.
- C. Exception
 - 1. The City Manager, Finance & Administrative Services Department, or Compliance and Risk Management Department may, if the circumstances demand or require, authorize arrangements for shipping and handling as are necessary and appropriate in the best interest of the public.

5.01. Purchase Requisitions

- A. Requisitions are required to initiate any expenditure of \$2,500 or more and to accurately describe the item(s) or services requested. The requisition also certifies authority to charge a specific General Ledger account number and verifies there are sufficient funds available in that account. Certain expenditures are to be exempt from requisitions. These items can be found in Section 1.03(A)(2-5) of this PSPR Manual.
1. Requisitions shall be routed through the process in the order of the required approvals. All required data fields and all information necessary to establish the threshold of the requisition must be completed and provided.
 2. Requisitions need be prepared far enough in advance to avoid creating an emergency.
 3. Exactness in preparing the requisition is essential. Incomplete or improperly completed requisitions will be returned to the requesting department for correction.
 4. The requisition will not be accepted in the system, and therefore cannot be processed, if there are insufficient funds in the specified account.
- B. All requisitions within CATEGORY V must be authorized by the City Commission prior to processing.

5.02. Additional Approvals

- A. The following requests for purchases and service must receive and reflect additional approvals prior to a requisition being approved:
1. It is the responsibility of the requesting Department Director to seek guidance and direction from any other Department or Division with special knowledge (such as I.T.) prior to submitting a requisition when that knowledge will provide greater detail and specificity in the completion of the requisition. Further, such coordination will assure systems and products are better coordinated and that service and other support are available.
 2. The City Manager or designee shall, review prior to production, all products and materials that include the official City seal and any other City related logos.
 3. The Human Resources Division shall, prior to entry in the system, review and approve all requests for the temporary hiring of employees, contract employees or interns.
 4. All Written Contracts dealing with any subject including Contracts and/or Documents dealing with or affecting interests in real property will be reviewed by Compliance and Risk Management prior to execution or entry in the System, except when prior approval of the City Attorney has occurred.
 5. A required or additional approval may be conditioned upon specific durable goods and materials having been identified as necessary to achieve standardization and consistency of product. This is intended to create greater efficiency of stocking replacement parts, simplification of maintenance and repair, consolidation of warranty and service, uniform technological systems or for other reasons that are in the interest of the city. Standardized systems for security alarm systems, software and other

components and materials that will be used in multiple facilities or departments or otherwise used throughout the municipal system shall be employed if doing so is in the best interest of the city. Standardization is not permitted when it is for the purpose of or results in a material diminishment of competitive procurement and is without substantial justification in the interest of the city.

6.01 Purchase Orders (PO)

- A. A purchase order (PO) is an offer to purchase goods or services by the buyer (City of Alachua) issued to the seller at a predetermined dollar value. A purchase order authorizes a vendor to ship and invoice the materials and services as specified. Purchase orders shall be clear, concise and complete. This will prevent any unnecessary misunderstanding with vendors. Only the Purchasing Division shall issue purchase orders, blanket purchase orders and change orders as outlined in this PSPR Manual. Pre-numbered and computer generated purchase orders shall be issued upon receipt of properly authorized requisitions after prior receipt of all/any required competitive quotations, bids or proposals, determination of funding availability and Commission approval when required.

6.02 Routing of Issued PO

- A. An issued purchase order is routed as follows:
1. Vendor copy - To vendor (with any attachments) by Purchasing Division.
 2. Department copy - To requesting department from Purchasing Division.
 3. Compliance and Risk Management - Copy by email when there is a contract document processed by the department.
 4. Finance copy - To Finance at time PO is issued.

6.03 Reject Vendor Acknowledgement Forms

- A. Some vendors send a form acknowledging receipt of a purchase order. Send the form back without a signature or acknowledgment. Signing or acknowledgment of the form may be interpreted as accepting terms or conditions different from those established by an existing contract, the PO and/or this PSPR Manual. Contact the Purchasing Division if the vendor objects to this action by the city and/or refuses to deliver the goods or services without a signed acknowledgment form. The Purchasing Division will then consult with the Compliance and Risk Management Department to develop a course of action.

6.04 Receipt of Goods and Materials

- A. The receiving Department or Division is responsible for inspecting and accepting or rejecting all goods at the time of delivery. Services are to be evaluated as performed and any concern or dissatisfaction brought to the attention of the Purchasing Division which will consult with the Compliance and Risk Management Department. Dissatisfaction with any purchase, failure of any part, piece of equipment or material to perform in the manner for which purchased should follow the same process. In short, the Purchasing Division must be notified of a potential claim against a vendor for warranty, suitability for intended use, injury to an employee or third party or any other perceived basis for a claim. The Purchasing Division will advise the Compliance and Risk Management Department of all such reports.

- B. The receiving Department or Division is also responsible for inspecting incoming shipments for conformance with the purchase order/contract and packing slips, if provided.
- C. Incoming shipments of goods and materials must be immediately checked for damage, shortages, overages and unauthorized substitutions.
- D. Interstate Commerce Commission regulations only require tailgate delivery unless an extra charge is paid for off-loading and setting in place or pricing includes "inside delivery". Be prepared to process all deliveries.
- E. All deliveries should be FOB destination, freight prepaid. Freight Collect deliveries should not occur. Contact the Purchasing Division immediately if a carrier has a collect delivery.

6.05 Special Receiving Requirements

A. Vehicle Purchase Procedure

- 1. The procurement of new and used vehicles by the City shall be administered by the Purchasing Division of the Administrative Services Department. Central purchasing of vehicles ensures accurate procurement practices, coordination between departments and/or vendors, and timely acquisition. The Purchasing Division will ensure compliance with the City PSPR Manual.
 - a. Funds Availability and Vehicle Selection:
 - (1) It is the responsibility of the user department to make certain funds have been properly allocated and available in the current fiscal year budget. It is also the responsibility of the user department to identify the vehicle to be purchased through a vendor or via State Contract Pricing. The vehicle selection is to be consistent with that which was approved in the current fiscal year budget. Assistance with compliance with the PSPR Manual can be coordinated with the Purchasing Division upon request.
 - b. Issuance of Purchase Order:
 - (1) Following the verification of available funds and selection of the vehicle, the user department shall notify the Purchasing Division of the request to purchase and provide the vendor name and bill of sale or state contract number, if applicable. The Purchasing Division will create a requisition and subsequently issue a Purchase Order (P.O.) to the selected vendor.
 - c. Delivery/Pick-up:
 - (1) The Purchasing Division will serve as the primary contact with the vendor throughout the procurement process. The Purchasing Division will coordinate delivery/pick-up of the vehicle and is authorized and required to inspect the vehicle prior to accepting receipt to ensure the vehicle is of the make/model/year and meets all other specifications and conditions of the purchase. The Purchasing Division will coordinate with the user department so

PURCHASE ORDERS, BLANKET PURCHASE ORDERS AND CHANGE ORDERS

SECTION 6

a representative of the user department is present at the time of inspection. Prior to taking delivery of the vehicle, the Purchasing Division will ensure a Certificate of Origin and/or Certificate of Title are received.

d. Registration and Internal Coordination:

(1) The Purchasing Division will register the vehicle with the State of Florida and issue a fuel card from the City fuel vendor. The Purchasing Division will provide the vehicle make/model/year and Vehicle Identification Number (VIN) to the Compliance and Risk Management Department to provide to the City auto insurance carrier. The Purchasing Division will provide the same to the Finance Department for inclusion on the City asset schedule. The Purchasing Division will ensure the registration, tag, fuel card and insurance card are provided to the user department prior to the vehicle being placed into service.

- B. Receipt of computer hardware, software and other technology related purchases will be directly to or as otherwise directed by the Information Technology Division.
- C. All new vehicles and individual items of equipment (not supplies) must be reported to Compliance and Risk Management to be certain insurance reporting requirements are met. Report if in doubt, be safe rather than sorry and Compliance and Risk Management will make the insurance carrier notice decision.
- D. The provisions of Section 6.04 shall apply.

6.06 Blanket Purchase Orders

- A. A blanket purchase order (BPO) is a purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc. over a specific period of time. No BPO term may extend beyond the end of the fiscal year in which it is created. Shipments are made, as requested by the user department, against the blanket purchase order number for the term of the BPO. The BPO establishes a maximum dollar limit, the period covered, the terms and conditions. However, since the specific items to be purchased are usually unknown at the time of issuance of the BPO, no line item pricing is generally shown.
- B. Blanket purchase orders cannot be utilized for the purchase of inventory items.

6.07 Requests for Blanket Purchase Order

- A. The requesting department must complete a **Requisition** that indicates the specific vendor, the type of items to be purchased and total amount to be encumbered for the term of the BPO. The requirements of Section 1 must be met or reference must be made to an established contract with another government agency, state agency, etc.
- B. The provisions of 6.01 through 6.05 apply to all Blanket Purchase Orders.

6.08 Usage of Blanket Purchase Order

- A. BPOs are issued for no more than the current bid or budget limit. The maximum total dollar amount cannot be exceeded for the term of the blanket purchase order. A change order request must be processed if an increase in the current bid limit is requested.
- B. The user department may purchase needed items against a blanket order number for the term of the BPO or until reaching the BPO total dollar amount. The user department is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the BPO total dollar amount is reached or the end of the current fiscal year occurs. Submit a change order request to the Purchasing Division requesting cancellation of the remaining balance to liquidate the BPO prior to the end of the fiscal year.

6.09 Change Orders

- A. Certain conditions surrounding purchases may change in the course of procurement necessitating a clarification or modification to the existing procurement document.
- B. A change order is defined as a modification to an existing procurement document (purchase order, blanket purchase order, contract, etc.).
- C. Change orders must be processed for all changes affecting the original purchase order such as quantity increases or decreases that reflect a difference in the original unit price. All project close-outs require a change order. Requests for changes in the funding source or vendor are not allowed. Change order requests submitted in an attempt to circumvent the bid process are prohibited. Source justification or competition may be required based on any requested increase.
- D. Change Order requests must be approved in the same order and manner as the corresponding (original) purchase document.
- E. It is inappropriate to request a change order or approve one that results in a material change from the original purchase. A change order may not materially alter the initial goods or services being purchased. It is, for example, inappropriate to bid carpet flooring materials, award that bid and then request a change order that would supply wood floors instead of carpeting.
- F. Change Orders must include an explanation for the request particularly when sole source and competitive pricing issues are present. The Purchasing Division will, upon approval, modify the original Purchase Order to reflect all change and distribute copies as required of the original.
- G. Exception to the Change Order requirement process is permitted if the Finance Director finds it consistent with generally accepted principles established by the Governmental Accounting Standards Board and in order to close out a Purchase Order, authorizes payment of final invoices that total no more than 15 percent but less than \$2,500 of the total Purchase Order Amount. The Finance and Administrative Services Director shall make inquiry concerning each event and document support for each such decision.

7.01 Emergency Purchases

- A. An emergency purchase is the purchase of goods and/or services, made with or without competition, because such acquisition is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence that may interfere with the conduct of normal business operations or to remedy or correct conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property or where the City may suffer financial loss due to inaction. The emergency purchase procedure shall not be used to circumvent established purchasing policies.
- B. An emergency purchase shall require the prior approval of the City Manager or designee, in writing if possible. CATEGORY V emergency purchases may only be authorized by the City Manager or designee in writing and then must be presented to the City Commission for ratification within a reasonable time. The writing requirement shall include by email.
- C. Except during a state of emergency, which affects the life, health, safety, or welfare of persons or property, or the public peace that has been declared, the provisions of these purchasing and sales policy and regulations are waived in whole or in part at the discretion of the City Manager.

7.02 Procedure

- A. The user department must immediately contact the Purchasing Division to explain the nature of the emergency when an emergency occurs during regular City business hours. An email including a full explanation of the emergency purchase from the Department Director must be forwarded to the Purchasing Division with supporting documentation. The Purchasing Division shall issue an emergency purchase order when justified and otherwise in accordance with this PSPR Manual.
- B. The user department may purchase the required supplies or contractual services if an emergency occurs at a time other than during regular City business hours. The user department must complete the steps outlined above within a reasonable time.
- C. The user department making an emergency purchase shall, whenever practicable, secure competitive quotes and obtain delivery by the lowest responsible vendor.

7.03 Suspension of Policy and Regulations

- A. The Mayor shall have the power and authority, after finding in writing, that a state of emergency, defined as a condition that threatens the life, health, safety, or welfare of persons or property, or the public peace, exists in the city, may suspend, in whole or in part, the provisions of the Purchasing and Sales Policy and Regulations.
- B. The City Manager shall have the same power set forth in Paragraph A under like circumstances and otherwise, as the City Manager deems appropriate and as the exigencies of the occasion may demand and require. However, such power of suspension shall be reported as soon as practicable to the City Commission and the Commission shall have the power to rescind or modify the Manager's decision.

7.04 General Statement

- A. Emergencies obviously are a time of stress and decisions must be expeditiously made often to protect life and property. All members of City staff will be supported by the City Commission, City Manager, managers, supervisors and fellow staff during and after the crises has passed. We all must remember, of course, that we are trustees of public funds and are counted on to do our best job in challenging times and circumstances.

7.05 Sole Source and Proprietary Purchases

- A. Sole source and proprietary purchases are defined and used interchangeably as purchases of supplies, equipment and contractual services that are:
1. The only choice that will produce the necessary result or meet a unique performance requirement and available from only one source.
 2. Available from only one vendor and there is no comparable product.
 3. Required to match existing piece or brand of equipment and available from only one vendor.
 4. Required for repair or maintenance of specific brand of existing equipment and available from only one original equipment manufacturer or designated service dealer.
 5. Used Equipment.
 6. Supported by explanation which must be documented in writing.
 7. Services available from vendors (firms or individuals) uniquely qualified to perform such services. Qualifications may include, but are not limited to institutional knowledge and experience.

7.06 Procedure

- A. Sole source purchases are exempt from the competitive requirements set forth in this PSPR Manual upon certification of sufficient facts by the user Department Director in writing and approval by the Purchasing Division.
- B. Sole source justification must be submitted to the Purchasing Division before a requisition. No requisition will be processed for sole source expenditure until approved by the Purchasing Division.
- C. The user department must attach the approved sole source justification to the corresponding requisition and follow the standard process set forth in this PSPR Manual.
- D. All those responsible for the approval of the sole source requisition are charged with the obligation to consider the facts and circumstances forming the basis of the sole source finding and for requesting added clarification and/or information deemed appropriate.

7.07 Expiration of Finding

- A. All sole source justification findings expire at the end of the fiscal year issued.

8.01 Request for Information (RFI)

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the City does not possess the information, expertise or sufficiently clear concept of a good or service to accomplish a defined goal. The services of a consultant may be the best course of action but a Request for Information from qualified, recognized and responsible vendors is another approach to developing the information necessary to prepare the appropriate Request for Proposals, Bids or other soliciting document.
1. The RFI will be sent to responsible prospective suppliers whose names and addresses are obtained from various sources. The RFI will request information concerning the specific good or service sought or the required results of a project if the specific process has not been determined. Minimum qualifications for offerors may be included in the RFI along with a general timeline and other pertinent information. A request for estimated pricing elements may be included in the RFI, however, the vendors must be advised the solicitation is for informational purposes only. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
- B. The RFI process should be considered if the following statements are true:
1. The user department does not have sufficient information to develop definite specifications for the RFP.
 2. Completion of the project is not time sensitive.
 3. The overall cost of the project justifies the cost of an RFI.

9.01 Request for Proposal (RFP)

- A. Competitive sealed bidding (Request for Bid) is the method of acquiring commercial equipment, supplies or services that meet the bid threshold. However, there are instances when presentations, discussions, negotiations and use of evaluation factors other than price are necessary in order to make the decision in the best interest of the city. The Request for Proposals (RFP) is designed to meet this need.
- B. The RFP must specifically define the good or service needed by the city and clearly specify the criteria that will be used by the city to determine the most qualified vendor(s).
- C. The RFP process is more flexible than the quantity and price format of the RFB. Discussions with offerors can lead to changes in the scope of work and/or modification and clarification of evaluation criteria.
- D. Negotiations and discussions can be conducted with all offerors along with minor changes of the scope. A Best and Final Offer (BAFO) request may be issued to all offerors remaining in the competitive range. This Section 9 is subject to the Competitive Consultants Negotiation Act (CCNA) for all procurement required to be made pursuant to the provisions of Section 287.055, F.S. and as provided in Section 13 of this PSPR Manual.

9.02 Responsibility for Specifications

- A. The user department or division shall develop the specifications and/or scope of work for the RFP and submit the specifications and/or scope of work, along with the evaluation criteria, to the Purchasing Division.
- B. The user department or division shall assign a weight to each of the evaluation criteria, as reflective of its relative importance, with the total equaling 100. The Purchasing Division shall coordinate the use of the criteria and their respective weights for each project.
- C. The Purchasing Division will submit each written request for solicitation to the City Manager or designee who must authorize it going forward.

9.03 Selection Committee

- A. Members of a Selection Committee shall include representatives from the user department or division, other department/division(s) involved as well as any other staff member with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member.
- B. The Selection Committee will be appointed by the Purchasing Division supervisor, always consist of an odd number and not exceed five members except in situations deemed appropriate by the City Manager or designee.
- C. The City Manager retains the authority and discretion to approve the members of the committee and substitute members.
- D. The evaluation process is a key part of the selection of a quality contractor/consultant. It is very important that the process be conducted in a professional and consistent manner. Therefore, committee members must be flexible and available for all meetings,

demonstrations and presentations.

- E. A copy of the RFP shall be provided to each member of the Selection Committee on the date of its issuance.

9.04 Procedure

- A. The Purchasing Division shall issue the RFP. A pre-proposal conference may or may not be held which may or may not be mandatory. Prospective offerors will have an opportunity to request clarification and ask questions. Answers to inquiries will be compiled in the form of an addendum which will be posted on the City website. Proposals will be received by the Office of the Deputy City Clerk and date/time stamped in until the date and time specified in the RFP document. Proposals received after the deadline will be returned unopened and not considered for further evaluation.
- B. The Purchasing Division will open and review all responses to each RFP at a public meeting to verify compliance with all requirements of the RFP. The Purchasing Division member reviewing the responses shall reject any proposal not in compliance with the RFP, document and file each in the division file along with a written comment detailing the reasons for the rejection. A copy of the written rejection shall be sent to the offeror by email or U.S. Mail. The reviewing Purchasing Division member shall transmit a copy of each qualified proposal to each member of the selection committee.
- C. The Purchasing Division will provide the committee members with all necessary forms for the evaluation process monitor the evaluation process and provide all guidance required. Training will be provided to members as necessary.

9.05 Selection Committee Guidelines

- A. The Purchasing Division shall review all completed committee forms. Forms not properly completed or which lack appropriate or adequate comments or documentation to support the award recommendation may result in the delay of the award.
- B. Selection Committee members shall review the responsive proposals and independently score each proposal for each criteria. The scores will be used to individually rank the proposals.
- C. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and evaluated the written proposals. Preparation of the summary shall be by the Purchasing Division and shall occur during a publicly noticed Selection Committee meeting (See Section 1.05). A copy of all evaluation forms and notes (and the committee's consensus score) shall be maintained as part of the official file.
- D. The City Manager or designee shall have the right to cancel a solicitation and/or reject all proposals and authorize the entire transaction to be re-solicited or canceled.

9.06 Public Presentations

- A. Presentations shall be at the discretion of the City Manager or designee and may be included in the RFP or determined to be required at any time it appears in the best interest

of the city. The selection committee may recommend to the City Manager or designee that all or a certain number of offerors be invited to give a mandatory or non-mandatory presentation. The City Manager or designee shall approve or not approve the request. Presentations shall be held in accordance with 286, F.S. and the Purchasing Division must assure compliance with the following:

1. Notify the contractors/consultants by fax or e-mail and coordinate with the Deputy City Clerk's office in accordance with Section 1.05 of this PSPR Manual. The notification shall include details of the presentations including but not limited to:
 - a. Date and time of the public presentations,
 - b. Location of the meeting,
 - c. Time allotted for each firm,
 - d. Specific additional information, if any, requested by the Selection Committee.
2. The Purchasing Division will coordinate the schedule of presentations with the Selection Committee and confirm attendance of members.
3. The Selection Committee will conduct a post presentation ranking and determine the overall top ranked offeror.
4. The Selection Committee may also reject all proposals and recommend the formal solicitation be reissued with or without revisions.

9.07 Award Recommendation

- A. Any and all award recommendations are contingent upon approvals and the completion of the purchasing process set forth in this PSPR Manual.

10.1 Sealed Competitive Bidding

- A. Sealed competitive bidding is the preferred method of procuring a good or service once the financial threshold is established. Award is made to the lowest responsive and responsible bidder and is based solely on the specifications set forth without negotiation or discussion with the vendor.
- B. All procedures related to competitive procurement and solicitation, including application of the Sunshine Law, Public Records and bid/proposal review and award announcements, shall be pursuant to Florida law and the provisions of this PSPR Manual.

10.2 Definitions

- A. *Responsive bidder*: A contractor, business entity or individual determined by the city to have submitted a bid or proposal that fully conforms in all material respects to the RFB/RFP and all of its requirements including form and substance.
- B. *Responsible bidder*: A contractor, business entity or individual determined by the city to be capable of meeting all of the requirements of the solicitation and subsequent contract. Must possess the capability, including financial and technical, to perform as contractually required. *Bidder* must be able to fully document the ability to provide good faith performance.
- C. *Term contract*: A formal contract (not a purchase order) issued for a specified time interval for specific items or service to be purchased for the duration of the contract. Each item on the term contract has a firm price or percentage discount which is known at the time of execution. Term contracts are used to meet a recognized and defined city requirement.

10.3 Procedure

- A. The Purchasing Division shall issue the RFB. A pre bid meeting may be held where vendor attendance may or may not be mandatory.
- B. The Purchasing Division shall solicit bids from responsible prospective vendors obtained from publications, recommendations from the user department/division, previous vendors, and by publication on the City website. The Purchasing Division shall attempt to secure at least three (3) bids in all cases.
- C. These same bidding requirements shall apply to all purchases including leases, non-professional services, general consulting and non-CCNA services.
- D. The city shall have the right to cancel any solicitation, reject all bids and/or authorize the entire transaction be rebid.

10.4 Bid Invitations

- A. Public notice of bid invitations shall be processed as set forth in Section 1.05 of this PSPR Manual and shall include posting at City Hall, on the City website and as otherwise required by law. The Purchasing Division may initiate additional publication by newspaper, trade publications, purchasing web sites, email or United States Mail to other

suppliers in order to generate competition by as many responders as possible.

10.5 Pre-Bid or Pre-Proposal Conference

- A. Pre-Bid/Pre-Proposal Conferences shall comply with the State of Florida Sunshine and Public Records Law. Reasonable notice of the date, time and place of the meeting shall be given. The meeting shall be recorded and minutes taken. The meeting records will be available to the public by public records request.
- B. A Pre-Bid/Pre-Proposal Conference shall be held whenever deemed appropriate by the Purchasing Division in coordination with the user department or division. The meeting may be mandatory or non-mandatory. The Purchasing Division representative (chair of the meeting), a representative of the user department or division (prepared to answer technical questions), staff with special expertise and any other assigned City staff may attend.
- C. An addendum or amendment will be issued by the city in response to a question or request for clarification raised by a prospective bidder before, after or during a pre-bid conference. The purchasing division also may initiate and issue an addendum or amendment to the bid documents at its discretion and for reasons it deems appropriate. Only written amendments or addenda that are published on the City website are valid. No oral comments made by any City staff member, consultant or other representative shall be or are binding. The blackout provisions of Sections 1.01 I. apply and will be enforced.

10.6 Issuance of Addenda or Amendments

- A. The term Amendment most often is used to describe a revision or change to the terms of a document. Addendum is most often used to describe a clarification to a provision in a document. Broader and different uses of both terms are also employed. The terms are used interchangeably in this PSPR Manual and the provisions of each issued shall prevail over like or referenced language in the original document. The following shall apply:
 - 1. No addendum shall be issued except by and through the City Purchasing Division.
 - 2. No Consultant to the City is authorized to and shall not issue an addendum.
 - 3. The purchasing Division shall consult with the user department prior to the processing of all addenda.
 - 4. The Purchasing Division shall post and all involved for the City shall expeditiously process all addenda.
- B. Prior to issuing an addendum, the Purchasing Division and the user department must always consider time remaining until the bid opening. The addendum should extend the opening date for a reasonable period of time, if necessary, to insure the greatest level of competition and fairness to all potential vendors.
- C. Bidders are responsible for receipt of all addenda and inclusion in the bid response. Bids may be rejected due to failure of vendors to respond to addenda. The Purchasing Division, however, has discretion to not consider an addendum material to a bid process and may consider a bid responsive without specific response to one or more addenda.

10.7 Disposition of Bids

- A. Bids and proposals shall be opened in public at the time and place stated in the public notice. No bids or proposals will be accepted or consider after the designated due date and time.

10.8 Late Bids

- A. Bids or proposals received after the specified date and time will be returned to the vendor unopened.
- B. Bids offered by telephone, fax or email will not be accepted. Bidders are responsible for physical delivery of bid documents to the City Clerk's Office.

10.9 Site Visits

- A. It may be a requirement for bidders to inspect the proposed work location prior to bidding. The user department will be available (by appointment) to direct bidders to the general work areas. Bidders are required to contact the Purchasing Division and set up an appointment for each site visit. Contact information is provided in bid documents.

10.10 Award of Bids

- A. The city shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:
 - 1. The ability, capacity, equipment and skill of the bidder to perform the contract.
 - 2. Established ability of the bidder to perform the contract within the time specified.
 - 3. The integrity, reputation, experience and proven efficiency of the bidder.
 - 4. The quality of performance of previous contracts.
 - 5. History of compliance by the bidder with laws and ordinances relating to contracts.
 - 6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
 - 7. The quality, availability and adaptability of product or contractual services to the particular required purpose.
 - 8. The ability of the bidder to provide future maintenance and service at a fair price and on a timely basis.
 - 9. The number and scope of conditions incorporated in the bid.
 - 10. Experience specific to that of the solicitation.
- B. Request for Bid (RFB) is the least formal review process and the award of the contract is

to the lowest priced, responsive and responsible bidder. The Purchasing Division will coordinate with the user department or division to determine if the lowest price bid is responsive (i.e., complies with city specifications). If the lowest priced bid is found non-responsive, then the next low bidder will be evaluated and so on until a responsive request for bids (RFB) contractor is identified. The city always reserves the right to reject all bids, rebid and/or cancel the project.

- C. The Purchasing Division reserves the right to challenge all award recommendations of all user departments or divisions.
- D. The user department or division shall assist the Purchasing Division at all stages of the process and no award shall be final until issuance of a purchase order.

10.11 Waiver of Minor Informalities

- A. The Purchasing Division shall have the authority to waive any and all immaterial deficiencies in any and all formal bids. The waiver and the reasons supporting the waiver shall be in writing and approved by the Purchasing Division, City Manager, or designee.

11.01 Invitation to Negotiate

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the city does not possess the information, expertise or sufficiently clear concept of the method, goods or services to best accomplish a defined goal or where the goal may be defined but the City Manager determines that it is in the best interest of the city to conduct negotiations with several qualified vendors to result in the best result by a combination of vendors or other approach to meet city requirements. The RFB, RFP or other processes routinely utilized by the city in procurement matters, as set forth in this PSPR Manual, may also, or separately, be found by the City Manager to be too restrictive by, for example, limiting the city to one vendor and, therefore, unduly restricting flexibility in accessing market rates over the life of an agreement.
- B. An ITN is an option available to City staff only at the direction of the City Manager after finding the RFB and other procurement methods set forth in this PSPR do not serve the best interests of the city.
- C. Each ITN purchasing document will be drafted, composed, prepared, advertised and responses evaluated consistent with the facts and circumstances that led to the selection of the ITN process, as discussed in sections A. and B., supra., and responses reviewed and evaluated as set forth and described in the ITN.

12.01 Definitions

- A. The following words, terms and phrases used in connection with the design-build process shall have the meanings ascribed in this section except where the context clearly indicates a different meaning:
1. A "design criteria package" means concise and performance-oriented drawings or specifications of a public construction project. The purpose of using a design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to the city request for proposal or to permit the city to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts, conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal and parking requirements.
 2. A "design criteria professional" means a firm holding a current certificate of registration under 481, F.S., to practice architecture or landscape architecture or firm holding a current certificate under 471, F.S. to practice.
 3. A "design-build contract" means a single contract with an individual or design-build firm for the design and construction of a public construction project.
 4. A "design-build firm" means an individual, partnership, corporation or other legal entity that:
 - a. Is certified under 489.119, F.S., to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under 471.023, F.S. to practice or to offer to practice engineering; certified under 481.219, F.S. to practice or to offer to practice architecture; or certified under 481.319, F.S. to practice or to offer to practice landscape architecture.
 5. "Firm" means any individual, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or surveying and mapping in the state.
 6. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping as defined by the laws of the state or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.

12.02 General

Regardless of the method utilized under the design-build process, the following shall apply:

1. **Non-exclusion of Public.** The public shall not be excluded from any proceedings under these regulations. Reasonable notice of the date, time and place of the meeting must be given. The meeting shall be recorded and minutes taken. The meeting recordings shall be available for public review by public records request.
2. **Reuse of Existing Plans.** Notwithstanding any other provision of these regulations pertaining to the design-build process, there shall be no public notice requirement or utilization of the selection process as provided in these regulations for projects in which the city is able to reuse existing plans from a prior project of the city provided, however, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of State statutes.
3. **Conflict.** To the extent of any conflicts between the procedures provided herein and the Consultants Competitive Negotiations Act, the provisions of the Consultants Competitive Negotiations Act shall prevail.

12.03 Competitive Proposal Selection Process

- A. Procedures for the use of a competitive proposal selection must include at least the following:
 1. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of the public construction project. If the city elects to enter into a professional services contract for the preparation of the design criteria package, the design criteria professional must be selected and contracted with under the requirements of this PSPR Manual. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.*
 2. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the requesting Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager, or designee will be formed. The purposes of the Selection Committee include the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of design-build firms.
 3. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare the criteria, procedures, and standards for the evaluation of design-build contract proposals or bids based on, at a minimum, price, technical and design aspects of the public construction project. The criteria, procedures and standards should be set forth as evaluation guidelines as the evaluating matrix for the RFP or RFQ and include a weighted value assigned to each important aspect of the project.
 4. **Qualification and Selection.** The qualification and selection of no fewer than three design-build firms as the most qualified shall be made, based on, at a minimum, the qualifications, availability and past work of the firms including the partners or members thereof.

5. **Public Announcement.** In accordance with 255.0525(2), F.S., The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$200,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any city construction project that is projected to cost more than \$500,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date and time established in the bid or proposal advertisement.
6. **Solicitation.** The solicitation of competitive proposals shall be made pursuant to the design criteria package from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
7. **Evaluation.** The employed or retained design criteria professional shall be consulted concerning the evaluation of the responses submitted by the design-build firms, the approval of the detailed working drawings of the project and for evaluation of compliance of project construction with design criteria package.

12.04 Qualifications-Based Selection Process

- A. The following procedures, at a minimum, shall apply for the use of the qualifications-based selection process:
 1. **Selection of City Representative.** In accordance with 287.055(9)(c), F.S., the city shall employ or retain a licensed design professional appropriate to the project to serve as the city representative
 2. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of public construction project if required by 255, F.S. If the city elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections 287.055(4) and (5), F.S. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
 3. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager or designee (Selection Committee), shall be established. The purpose of the Selection Committee includes the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of the design-build firms.

4. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare evaluation guidelines and an evaluating matrix for the RFQ which will be part of each solicitation. A weighted value will be assigned to each important aspect of the project. At a minimum, the following factors shall be considered: (a) design form and function, (b) general experience or capabilities of the professional firms to be involved, (c) experience or adequacy of the professional personal within a firm who will be part of the firm team, (d) technical aspects of all members of a vendor team, (e) other relevant aspects of the project such as whether a firm is willing to meet time and budget requirements, past experience of all members of a team, location, recent workloads of the firm, current workloads of the firm, projected workloads of the firm, past performance and the volume of work previously awarded to each firm, (f) specific experience with similar projects, (g) scheduling of the project, (h) total package conformity, (i) consideration as to whether the firm is a certified minority business enterprise in accordance with 287.055(3)(d), F.S. Other criteria may be included.
5. **Public Announcement.** The city shall publicly announce its request for qualifications and such public notice shall include a general description of the project and indicate how interested firms may apply for consideration. The city shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in 287.017, F.S. for CATEGORY V or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in 287.017, F.S. for CATEGORY II, except in cases of valid public emergencies certified by the City Manager. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.
6. **Certification.** Any firm or individual desiring to provide professional services to the city must first be certified by the city as fully qualified to render the required services pursuant to law and the regulations of the city. Among the factors to be considered in making this determination include the capabilities, adequacy of personnel, past record, and experience of the firm or individual and such other factors determined by the city to be applicable to the project. If a firm which is not currently certified, or is not certified for a project under consideration, applies for consideration, the firm shall make a statement of qualification and performance data and any other information deemed relevant by the firm or the city on such form required by the city. A determination of whether the firm is to be certified shall then be made by the city.
7. **Competitive Selection.**
 - a. The Selection Committee shall evaluate current statements of qualifications and performance data on file with the city together with those that may be submitted by other firms regarding the proposed project and shall conduct discussions which may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required services.
 - b. The Selection Committee shall select in order of preference no fewer than three firms (unless there be fewer than three qualified firms requesting consideration) deemed to be the most highly qualified which shall then be the recommendation to the City Commission. The City Commission may accept the recommendation of

the Selection Committee or make its own determination, as provided for herein, and select in order of preference no fewer than three firms deemed to be the most highly qualified and authorize negotiations in accordance with the paragraph entitled 8 Competitive Negotiation.

- c. In making its determination of no fewer than three firms deemed to be the most highly qualified and order of preference, the Selection Committee/City Commission, shall use grading sheets to assign a weighted value to the various items of each response submitted based on the evaluation matrix. The results thereof are to be tabulated and totaled. The three (3) highest scoring respondents or whatever number is decided, will be notified by the Purchasing Division of the selection. Further inquiry of respondents may occur for purposes of explaining or clarifying particular areas of responses. The city may request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations as set forth paragraph 8 entitled Competitive Negotiations.
8. **Competitive Negotiations.** Approval to hold contract negotiations with the highest ranking respondent shall be made by the City Commission. The city shall negotiate a contract with the most qualified firm for professional services at compensation which the city determines is fair, competitive and reasonable. In making such determination, the city shall conduct a detailed analysis of the cost of the professional services required in addition to considering scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017, F.S. for CATEGORY IV, the city shall require the firm receiving the award to execute a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the city determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. Should the city be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the city determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the city must terminate negotiations. The city shall then undertake negotiations with the third most qualified firm. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in the order of their competence and qualification and continue negotiations. The city reserves the right to reject all proposals at any time and issue a new RFQ, modify or cancel the project.

13.01 Contracts for Professional Services

- A. Contracts for professional services as defined in 287.055, F.S. are required to be processed in accordance with the guidelines established in the statute for competitive negotiation for the acquisition of professional engineering, architecture, landscape architecture or registered surveying and mapping services. It is important to remember 287.055 (a), F.S. only applies to the specifically named professional services.

13.02 Responsibility for Specifications

- A. The user department or division will notify the Purchasing Division of the need for professional services. The Purchasing Division will ascertain if the project to be performed meets the requirements set forth for Professional Services acquisition and advise the user department of the process to follow.
- B. The user department shall develop the specifications and/or scope of work, evaluation criteria, scoring allocation/weights and a list of proposed Selection Committee Members. The Purchasing Division will coordinate review of the information submitted by the user department and develop a RFQ/RFP, including recommended Selection Committee Members, and submit the package to the City Manager or designee for approval or modification.

13.03 Selection Committee

- A. Members of a Selection Committee are to be selected and shall include representatives from the user department or division, other department/division(s) involved and any other individual(s) with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member. The Selection Committee will consist of an odd number, not less than three members, and not exceed five (5) members, except in special circumstances pre-approved by the City Manager or designee.
- B. The members of the Selection Committee shall be identified prior to the solicitation issuance.
- C. Selection Committee shall have a clear understanding of responsibilities while serving.
- D. The evaluation process is a key function in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be available, unless excluded by the City Manager, for all stages of the evaluation process including demonstrations and presentations.
- E. Selection Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting minutes and other public record shall be available by public records request to the office of the Deputy City Clerk.
- F. A copy of the RFQ should be provided to each member of the Selection Committee prior to the issuance of the solicitation. If this is not possible, each member shall receive a copy upon issuance.

13.04 Procedures

- A. The Request for Qualifications (RFQ) will be issued upon signed approval by the City Manager or designee.
- B. Communication is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the city, from the issuance of the specifications until the Commission makes the award. Communications initiated by a respondent may be grounds for disqualifying the offender from consideration for of the then current RFQ award or any future formal solicitation. The only exceptions to the foregoing rule are: (1) an invitation to give an oral presentation to the selection committee is issued by the city; (2) questions relative to interpretation of specifications or the formal solicitation process which shall be addressed to the Purchasing Division, in writing, via fax or email to the number and email address published in the issued RFQ. No questions will be answered seven (7) or fewer business days from the date and time of the public opening, see Section 1.01 I. **Blackout Period.**
- C. Written Questions referred to as exception (2) in the foregoing paragraph and the response of the city will be posted on the City of Alachua Website. All responders or others interested in the RFQ process may and are encouraged to go to the City website, then to Administrative Services, click on Purchasing Division and then Current List of RFQ, RFP, RFB. All additional information concerning any RFQ will be published on the website and all proposers are charged with the responsibility of visiting the website as often as the judgment of each dictates.
- D. Responses will be received at the City Hall reception desk and date/time stamped in until the date and time specified in the RFQ document. The sealed responses will be delivered by the receptionist to the Purchasing Division each day before the close of business where they will remain sealed until all are opened as described below. Responses received after the deadline will be returned and not considered for further evaluation. The Purchasing Division will close receipt of responses at the date and time advertised in the RFQ. All responses will be opened in a public meeting as advertised, separated and categorized as "Responsive" or "Not Responsive". The not responsive submittals will be returned to the responder with written reason(s) for the rejection. The Purchasing Division will, within three (3) business days of the opening date, publish a list of complete and responsive submittals on the City website. The Purchasing Division (City) reserves the right to notify responders of minor, ministerial errors or inadequacies and accept supplemental or corrective information in order for an otherwise conforming submittal to be qualified as responsive. The object is to generate the most competition to provide the best opportunity for more suppliers to participate and to generate the result in the best interest of the public.
- E. Responsive submittals will be distributed by the Purchasing Division to the Selection Committee members along with a copy of the **Selection Committee Guidelines** and schedule. The committee members will execute the Evaluator Statement of Independence and **Non-Conflict of Interest Form.**
- F. The Purchasing Division will provide the committee members with all the necessary forms for the evaluation process. The Purchasing Division will monitor the evaluation process

and provide guidance at the start of each formal evaluation. It is the responsibility of each member to request guidance from the appropriate Purchasing Division member if there is any question about the process or procedure to be followed. Advice or consultation with other committee members concerning the submittals is prohibited to insure the independent evaluation of each proposal. All forms are to be properly completed by each committee member and include appropriate comments to support recommendation(s).

- G. Selection Committee members shall review the responses and independently score each for each criteria. These scores will be used to individually rank the responses.
- H. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and individually evaluated the responses. This will occur during a publicly noticed Selection Committee meeting.
- I. A copy of all evaluation forms and notes (and the committee's consensus score) will be maintained by the Deputy City Clerk as part of the official file.
- J. A selection of at least three consultant firms deemed most qualified (short list) may be required to provide an oral presentation to the Selection Committee regarding their qualifications, approach and ability to furnish the required services. Oral presentations will be required if less than three qualified responses are received.
- K. The city shall have the right to cancel a solicitation and/or reject all responses and authorize the entire matter to be resolicited or canceled.

13.05 Public Presentations

- A. Public presentations and all public meetings shall be conducted in accordance with 286.0113, F.S. (public meeting) and notice published as set forth in this PSPR Manual.
- B. Purchasing staff must ensure compliance with the following process if a Public Presentation is required (short list established):
 - 1. Notify the contractors/consultants by fax or e-mail. The notification shall include details including but not limited to:
 - a. Date, time and schedule.
 - b. Location of the meeting.
 - c. Time allotted for each firm.
 - d. Additional information if requested by the Selection Committee.
 - 2. Purchasing staff will coordinate the schedule of public presentations with the Selection Committee and confirm attendance of members.
 - 3. The Selection Committee will conduct a post presentation public meeting and determine the final ranking.
 - 4. The Selection Committee may also, in the best interests of the city, recommend to the City Manager or designee that:

- a. All proposals be rejected and the RFQ be cancelled.
- b. All or any number of the proposals be rejected.
- c. The RFQ be reissued with or without new or revised specifications.

13.06 Contract Recommendations to City Commission of Firms

- A. Contracts in amounts requiring City Commission approval shall be presented by the Purchasing Division or user department to the Commission in the usual course of business. Contracts that do not meet the Commission authority threshold shall be processed as required by these regulations.

13.07 Negotiations (Continuing Contracts and Single Project Agreements)

- A. The Purchasing Division shall coordinate the negotiation of contracts with as many responders as are deemed qualified in the case of, for example, continuing contracts for engineering services. All negotiations are to be conducted in accordance with 287, F.S.
- B. Negotiations, in the situation where one consultant for a single project is the case, shall be conducted as provided for in 287, F.S.
- C. Negotiations shall proceed with the most qualified firm to establish compensation which the city determines is fair, competitive and reasonable considering the scope, complexity and cost of like services in the market place.
- D. Negotiations must comply with 287.055(5) and 286.0113, F.S. Should the city be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the city must terminate negotiations. The city shall then undertake negotiations with the third ranked firm.
- E. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirements until an agreement is reached.
- F. **Professional services less than the thresholds in 287.055(4)(c), F.S. shall be processed in accordance with Section 1 of this PSPR Manual.**

14.01 General Guidelines

- A. Contracts for the performance of services in connection with annual financial audits shall be procured in accordance with the provisions of 218.391, F.S.
- B. The City Commission shall establish an auditor selection committee. The primary purpose of the auditor selection committee is to assist the city in selecting an auditor to conduct the annual financial audit required in 218.39, F.S. The public shall not be excluded from the proceedings under this section and all meetings of the committee shall be held in accordance with 286, F.S.
- C. Per Chapter 218.39 F.S. no employee of the city may serve on the auditor selection committee; however employees may serve as an advisor.
- d. The audit committee shall:
 - 1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under 473, F.S., and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services and such other factors as may be determined by the committee to be applicable.
 - 2. Publicly announce Request for Proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
 - 3. Provide interested firms with the Request for Proposal document. The RFP shall include information on how proposals will be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
 - 4. Evaluate proposals provided by qualified firms. If compensation is one of the factors established, it shall not be the sole or predominant factor used to evaluate proposals.
 - 5. Rank and recommend to the City Commission in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established. If fewer than three firms respond to the RFP, the committee shall recommend such firms it deems qualified.

14.02 Selection Committee

- A. Members of the auditor selection committee shall be appointed by the City Commission.
- B. The evaluation process is key in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be flexible and available for all meetings during the evaluation process particularly including demonstrations and presentations.
- C. All meetings during the evaluation period must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting

must be given. The meeting shall be recorded and minutes prepared. The meeting recordings shall be available to the public.

- D. The method used by the city to select a firm recommended by the auditor selection committee must ensure that the agreed upon compensation is reasonable to satisfy the requirements of 218.39, F.S. and the needs of the governing body.

14.03 Procedure

- A. The City Manager may initiate or the Finance and Administrative Services (FAS) Director may request that the City Manager initiate the Auditor Selection Process pursuant to 218.391, F.S.
- B. Upon request of the auditor selection committee the FAS Director, shall begin the formal solicitation process called for in 218.39, F.S.
- C. The chair shall call and notice a public meeting of the audit committee to meet the committee responsibility as set forth in this Section 14 of this PSPR Manual and as proscribed by 218.391, F.S.
- D. Each member of the auditor selection committee will be provided a copy of 218.391, F.S. by the committee chair. The committee will be supported by members of city staff as the need requires and the records of the auditor selection committee shall be maintained separately by the FAS Director but as a part of those retained by the FAS Department. The Purchasing Division will also retain a file of that division's related activity as will the Deputy City Clerk and all other departments as required by 119, F.S.
- E. All meetings and process of the auditor selection committee are subject to the provisions of 286 and 119, F.S. and members of the committee shall individually consult with the Office of the Deputy City Clerk for necessary information or guidance to assure compliance.
- F. The Request for Proposals developed by the auditor selection committee will be prepared and advertised and processed in accordance with 218, F.S. and this PSPR Manual. Chapter 218, F.S. preempts and controls in the event of conflict with the provisions of this PSPR Manual or other city policies, procedures or ordinances.
- G. The FAS Director shall prepare and present to the City Commission the ranking and recommendation of the audit committee.
- H. The City Commission will select a firm from those recommended by the committee and authorize the City Manager to negotiate a contract not using compensation as the sole or predominant factor. The provisions of 218 F.S. will be followed if negotiation with the first ranked firm does not result in a satisfactory contract.
 - 1. An engagement letter, signed and executed by both parties, shall constitute a written contract. The written contract shall, at a minimum, include the following:
 - a. A provision specifying the services to be provided and fees or other compensation for such services.

- b. A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
 - c. A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- 2. Written contracts entered into may be renewed as provided for herein. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
- I. Execution of an approved contract will proceed and be implemented in accordance with this PSPR Manual.

15.01 Bonds

- A. A Bond provides a financial guarantee that the vendor will perform as specified in the bid or subsequent contract. Bonds provide assurance for the city as well as for suppliers of labor and material. Chapter 255, F.S. sets forth the threshold and requirements for the posting of bonds. Care in applying the provisions of 255, F.S. must be taken in that only certain standards apply to municipalities.
1. A performance bond is a contract of guarantee, executed subsequent to award by a successful bidder/offeror, to protect the city from loss due to the bidder's failure to complete the contract as agreed.
 2. Payment bond assures the payment of sub-contractors and materials suppliers.
 3. A maintenance bond assures that the contractor will perform those services required by the contract regarding warranty and guarantee of the project.
 4. Both Payment and Performance Bonds must be in the amount of at least one hundred percent (100%) of the contract price.
 5. Occasionally, and always in the case of construction contracts above the threshold established in 255, F.S., payment, performance and maintenance bonds are required.

15.02 Bid Security

- A. Bids and Contracts below the threshold established in 255, F.S., at the discretion of the City Manager, include bond requirements. The Purchasing Division shall, after consultation with the user department, make a specific recommendation concerning bid and/or contract security. All bonds when required, shall be accompanied by either a bid bond executed by a surety company meeting the qualification as specified in the bid documents or money order, certified check, cashier check of any national or state bank (United States) payable to the City of Alachua and conditioned upon the successful bidder executing the contract and providing the required bonds and evidence of required insurance within a reasonable amount of time after notification of award of the contract. **A personal check or a company check of a bidder shall not be deemed a valid bid security.** The bid bond of a successful bidder shall be forfeited to the city to compensate for the cost and expense incurred should that bidder fail to execute the contract, provide the required bonds and certificate(s) of insurance and/or fail to comply with any other requirements set forth in the bid documents. Bid securities of unsuccessful bidders will be returned after award, execution of a contract with the successful bidder and issuance of the Purchase Order.

15.03 Protest Procedures

- A. Protest procedures and the related City of Alachua dispute resolution process are as further set out in Section 19 of this PSPR Manual.

15.04 Insurance

- A. Insurance protecting the city against liability, property damage and contractual risks is

- B. essential. Such requirements do add to the initial costs of any project but the reduction of risks involved far outweighs the cost. Workers compensation, property damage, general liability and automotive property damage & liability are required. Additional coverage, such as professional liability, may be required depending upon the nature of the contract.
- C. The Purchasing Division is responsible for determining, in consultation with the Department of Compliance and Risk Management, that insurance requirements are determined and included in solicitation documents.

15.05 Indemnification Statement

- A. A standard statement of indemnification of the city by the vendor for any loss caused by the vendor and/or products and/or services provided will be included in all solicitation documents.

16.01 General Guidelines

- A. The city shall have the option to utilize Sales Tax Recovery (Saving) for construction projects, renovation projects or other purchases as needed to take advantage of the city sales tax exemption status. The use of Sales Tax Recovery will be reserved to the city and nothing herein shall prohibit the city from deleting items within the RFB, or awarded contract and purchasing items directly from a supplier to avoid sales tax being paid by the city as a part of a contractor's bid price.
- B. The city may utilize the awarded Vendor's suppliers and place Purchase Orders for the purchase of the supplies needed by the awarded Vendor without further competition. The contractor shall take receipt of and utilize the supplies on the awarded project. The city shall pay all invoices associated with the Purchase Orders and deduct the invoice cost plus the sales tax from the contract amount.
- C. It is recognized that contractors add an administrative "mark up" to the base cost of materials to cover the cost of ordering, managing delivery, storing product on site and coordinating all of the foregoing as a part of maintaining the job schedule. Therefore, the city direct purchase option normally will be utilized only in large projects. The option concerning utilization of the process will be reserved by the city whether or not announced to proposers as a part of the solicitation process.

16.02 Ordering

- A. The city may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component which may include equipment, materials and supplies contained within the bid. The items selected may, at the discretion of the city, be purchased directly from vendors the contractor used to submit the bid to the city and made a part of the construction contract executed with the city. The contractor shall fully cooperate with the city, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries and approving invoices.
- B. The city will issue a purchase order to the material supplier for the component selected for owner direct purchase (ODP). The purchase order will be sent to the contractor, who shall verify that the order was issued correctly and, if so, send to the material supplier. However, the city shall have discretion to direct the contractor to return the reviewed PO to the city so the city can make the purchase. A document that itemizes the products being ordered must be obtained by the requesting department when the city uses a PCard as the form of payment.
- C. The contract will be reduced by the amount of the owner direct purchase invoice and sales tax savings. The contractor administrative mark up described in 16.01 C will be added to the contract price. The entire transaction must be processed as a Change Order when a contract is in place or by an agreement between the parties during the post bid or proposal stage.

16.03 Expediting

- A. The contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule. The city shall share this responsibility in cases where the city delivers the PO to the supplier.

16.04 Receipt

- A. The contractor shall sign for and receive all materials retaining packing slips and delivery tickets for all materials delivered for the project. All documentation shall be timely delivered to the contractor and subcontractors shall be responsible for the safe care, custody and control of all materials under all circumstances.
- B. All action by a subcontractor in connection with the receipt, care and custody of materials and products shall be as a subcontractor to the contractor and not acting as an agent of the City of Alachua.

16.05 Billing/Payments

- A. All ODPs shall be billed to the city in care of the contractor.
- B. The contractor shall check all invoices for accuracy and completeness when received. The contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- C. Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the city.
- D. The contractor shall prepare a direct purchase report for the city upon submittal of each pay request.

16.06 Other Considerations

- A. The city shall have title to all items for which payment has been made.
- B. The selection of ODP does not relieve the contractor of liability for that item as related to the quantity ordered, the maintenance and care of the item when delivered or the installation or incorporation of the item in the work to be performed in accordance with the contract documents. The contractor shall maintain products liability insurance which shall include ODP items.
- C. The city shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with this and all provisions.
- D. The city will comply with all statutory and administrative rules and regulations imposed by the Florida Department of Revenue in order to maintain a compliant direct purchase program. To the extent required by Florida law, the risk of loss with respect to product delivered shall be on the owner but the city may, to the extent allowed by Florida law, require that the contractor and its subcontractors indemnify and hold harmless the city for any loss to products delivered as a result of contractor breach of contract or negligence. The city may also require the scope of services in the contract include services of the contractor or its subcontractors concerning scheduling, acceptance of products delivered, storage, sequencing of delivery and incorporation of products in the project. None of the provisions in this section shall be interpreted to provide any procedure for ODP different from the procedures required by the Florida Department of Revenue except to the extent a DOR procedure can be shown to be in contravention of Florida law.

17.01 Purpose

- A. To establish procedures for the transfer and disposal of surplus real and personal property, maximize return on surplus property and eliminate the risk and cost of maintaining property of negative value.

17.02 Authority and Required Authorization

A. Personal Property

- 1. The City Manager shall have authority to and must authorize the declaration and the manner of disposal of all individual items of surplus personal property up to and including a book value of \$50,000.
- 2. The City Commission shall retain exclusive authority to declare and determine the manner of disposal of all individual items of surplus personal property with a book value of more than \$50,000.

B. Real Property

- 1. City Commission approval is required to authorize the declaration of any real property as surplus and the City Commission will determine and direct the City Manager if, when and by what method sale or other disposition of such surplus property will occur.
- 2. The City Manager is specifically authorized to discuss and negotiate the sale or other transfer of city real property with interested parties, be they private, government entities, not for profit or other. All such discussions, negotiations or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.

17.03 Classification of Surplus Property

- A. **Excess** – Materials, supplies or other property owned by the city that are not required or can no longer be used but have value.
- B. **Obsolete** – Materials, supplies and other property that are out of date, no longer in use or otherwise effectively not usable.
- C. **Scrap** – Damaged, defective or deteriorated to the extent there is no value except for basic material content.
- D. **Junk** - No value and there may be a disposal cost.
- E. **Negative Value** - Real or personal property the value, if any, is less than the associated carrying cost or liability of continued ownership by the city. Real property when the City Manager determines there is no foreseeable beneficial use by the city and the property presents exposure to third party liability and continuing maintenance costs is one example.

17.04 Procedure

- A. Departments are to provide the Purchasing Division, at least annually as part of the budget process, an itemized list of surplus property including its condition, unique features and estimated value (can be \$0).
 - 1. The Department Director shall exercise good judgment throughout the budget year and, when appropriate in the interest of the city, report by email to the Purchasing Division any property meeting the classification of surplus so that property can be placed in use in another department, the return by disposal can be maximized or that carrying cost and liability exposure can be eliminated.
- B. The Purchasing Division will first attempt to reallocate surplus to any department where it can be utilized. Items not reallocated will be listed by Section 17.02 classifications category by estimated value and submitted to the City Manager along with a recommendation for disposition.
- C. The city may negotiate a sale or donation of surplus property to another governmental unit in Florida or a private non-profit agency as defined in 273.01(3), F.S.
- D. City employees will not have the opportunity to purchase surplus goods outside of a public auction or sealed bid process.
- E. No cash will be accepted for the sale of city property. Purchasing will retain a copy of all checks for sale proceeds along with an itemized list of all sale proceeds in a separate surplus file. Sale proceed checks will be hand delivered to the Finance Department and documented by an email, copy to the City Manager, including a summary of the disposal method, itemized list of items sold and amount received for each.

17.05 Annual Report of Surplus Property

- A. The City Manager shall annually report surplus real and personal property in excess of \$50,000 and its disposition to the City Commission as part of the annual budget process.

18.01 General Policy

- A. Title (ownership) - The ownership/title of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval, except as provided for in B and C. of this section.
- B. Easements and other non-fee title interests - The City Manager is authorized to and may delegate responsibility for accepting interests in the property of others, such as public utility easements, as are necessary in the normal course of municipal business.
- C. Fee – Title interests to city as set forth on any plat approved by the City Commission, any city approved site plan or as a part of establishing, maintaining or enhancing any city public utility are exempt from the requirement for individualized approval by the City Commission as they are deemed a part of the normal course of city business, a specific example is taking title by deed to a lift station site.
 - 1. The City Manager may sign any such instrument as “accepting” for the city.

18.02 Acquisition

- A. The City Commission may direct the City Manager to initiate discussions or negotiate for the city acquisition of certain real property or properties.
- B. The City Manager is specifically authorized to initiate or respond to inquiries concerning the city acquisition or sale of real property when the City Manager determines such discussions are necessary to develop or formulate recommendations to the City Commission. All such negotiations, discussions or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.
- C. The specific method of determining the price to be paid for the negotiated acquisition of a real estate parcel or interest and any proposed contract shall be developed by the City Manager and presented to the City Commission for approval.
 - 1. The City Attorney or another attorney appointed pursuant to the provisions of this PSPR Manual, shall prepare or approve the purchase and sale contract and represent the city, after City Commission approval, through the closing of acquisition.
 - 2. Easements and other Non Fee Title interests, as described in 18.01 B., may be approved by The Compliance and Risk Management Department and accepted by the city in the normal course of municipal business.
 - 3. The provisions of Florida Statute Section 166.045, as amended, shall apply in the event the city elects utilization of the Public Records exemption from Section 119.07 (1) of Florida Statutes.

19.01 General Guidelines

- A. The City of Alachua is committed to a prompt and fair handling of all complaints and disputes with the business community and adopts the following protest procedures:
- B. Concerns and questions of new and established vendors doing business with the city can and should be addressed during the initial phase of each new business event. All vendors are required to recognize that solicitations issued by the city pursuant to Sections 9, 10, 12, 13, and 14 include a process for the submission of clarifying questions from any interested party and that the questions and city responses are published on the City website so that the public, including any interested party, has uniform access to all the same information.
- C. The following matters are not subject to protest:
 - 1. The city has the sole discretion to set weighted solicitation evaluation criteria including adopting its formula for evaluation. No protest will be accepted or considered challenging the city discretion concerning such criteria or evaluation formula.
 - 2. The city has the sole discretion, and no protest will be accepted or considered, challenging a city decision to cancel or renew any procurement or sale process, up to and until a contract is fully executed.
- D. Any required notice of intended decision with respect to contract award, suspension or other action shall set forth the following statement:
 - 1. FAILURE TO FOLLOW PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES ESTABLISHED BY THE CITY OF ALACHUA, FLORIDA, SHALL CONSTITUTE A WAIVER OF PROTEST AND ALL CLAIMS.
- E. Right to Protest
 - 1. Any actual or prospective bidder, proposer, vendor or person who is directly and adversely affected in connection with the solicitation process or a contract award may protest to the City Manager's office.
 - a. POSTING: The Purchasing Division shall post notice of all solicitations and related awards pursuant to Sections 9, 10, 12, 13 and 14, for review by the General Public on the Public Notice Board at City Hall and a copy of the notice and the solicitation documents will be published on the City website.
 - b. All vendors who submit a response pursuant to Sections 9, 10, 12, 13 and 14 will also be notified by email or as otherwise provided for in the solicitation document.
 - c. FORMAL WRITTEN PROTEST: Any person adversely affected by an intended decision or action with respect to the award of any formal solicitation or any other procurement or sale issue must file with the City Manager's office a written notice of protest within seven (7) calendar days (refer to Section 19.01, H for when the seven [7] days begins) of the

complained of city action. Such protest shall be in writing, must contain, in detail, the information set forth in this paragraph C of Section 19.01, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check or other security acceptable to the city, in the amount of five percent (5%) of any protested contract amount, or, if the amount of the contract award cannot be reasonably determined, One Thousand Two Hundred Fifty Dollars (\$1,250.00). The city, at discretion of the City Manager, may require a protest security in an amount greater than One Thousand Two Hundred Fifty Dollars (\$1,250.00) not to exceed One Hundred Thousand Dollars (\$100,000.00) when the One Thousand Two Hundred Fifty Dollars (\$1,250.00) is found by the City Manager to be clearly inadequate under the facts presented. If the city increases the security amount, the protester shall have seven (7) additional calendar days in which to pay to the city in the form of a cashier's check or other security acceptable to the city, the difference between the filing requirement of One Thousand Two Hundred Fifty Dollars (\$1,250.00) and the new amount of security established by the city. The bond or other security will be refunded in full if the protest is sustained in its entirety. However, should the protest not be sustained in its entirety, the bond or other security shall be returned less all fees, expenses, damages, costs and charges incurred by the city directly related to the not sustained component, basis, or claim by any other name or description. Failure to timely post the additional amount of security shall be deemed a waiver of the right to maintain the protest. Failure to submit the security with the protest shall be a waiver of the protest, is a jurisdictional deficiency and bars the right of the protester to maintain the protest.

- F. Any grounds not stated in a protest are waived.
- G. PROTEST MEETING: The Assistant City Manager or designee will notify and schedule a protest meeting. The meeting shall be scheduled with the protesting party within ten (10) working days (excluding Fridays, Saturdays, Sundays and city holidays) of receipt of the formal written protest. The purpose of the protest meeting is: 1) to explore and review the basis of the protest; 2) to evaluate the facts and merits of the protest; 3) if possible, to reach a solution of the protest that is acceptable to each affected party.
- H. In the event the protest cannot be resolved by mutual agreement, the Assistant City Manager or designee shall refer the protest to the City Manager within five (5) working days of the protest meeting with a recommendation, in writing, for resolution/disposition of the protest. The City Manager may conduct an evidentiary hearing. The City Manager shall have the discretion to conduct a review and make an attempt to resolve the issue in a manner agreeable to all parties. The City Manager will issue a written decision rejecting or affirming the protest within ten (10) working days after receipt of the referral, date of the hearing or the review, whichever is later. The decision of the City Manager is final and binding in Categories G. 1-4 and G. 6-7 of Section 1.01. However, the protestor shall have the right to address the City Commission at a public meeting in cases where the city business at issue requires City Commission approval (Section 1.01, G.5.) The protestor is responsible for submitting a timely request to appear on the next available City Commission regular meeting agenda as determined by the City Manager. The proestor

will receive an email notice of the meeting date and starting time. The decision of the City Commission shall be final and binding.

- I. The last stage is defined as the date any required appeal time available to the protester has expired without protester action, the protest is withdrawn, a finding by the city during the administrative process that the protest should be upheld or the date of any final court action subsequent to exhaustion of the set forth administrative process.
- J. The seven (7) calendar days within which a protestor may protest an intended decision or action shall run from the first issuance of the intended decision or action by the city. The issuance of an intended decision or action shall occur at the earliest date and time on which the decision is posted, served electronically or posted electronically on the City website.
- K. STAY OF PROCUREMENTS DURING PROTEST: In the event of a timely protest under this Section, the city shall not proceed further with the solicitation or award of the contract until final decision adverse to the protestor(s) is made by the City Manager or City Commission as provided in F hereof, or until the City Manager makes a written finding that award of a contract, without delay, is necessary to protect substantial interests of the city.
- L. Exhaustion of Administrative Remedies: The City Manager is, by Section 4.03(i) of the City Charter, the city purchasing agent and all purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe. The City Commission, pursuant to Section 4.03(i) of the City Charter, hereby adopts this PSPR Manual and includes the administrative protest procedure to expedite review and relief for any party claiming adverse impact for an abuse or failure of the purchasing/sales process administered by the city. Therefore, the administrative procedure set forth in this Section 19 shall be exhausted prior to instigating litigation concerning any dispute or protest of a matter or process included in this PSPR Manual.

PURCHASING AND SALES POLICY AND REGULATIONS



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cityofalachua.com

FOREWORD

The purpose of this Purchasing and Sales Policies and Regulations (PSPR) Manual is to provide all departments with the policies and regulations adopted by the Alachua City Commission for the procurement of goods and services and the purchase and sale of real and personal property. The policy of the City Commission and directives contained in these regulations are designed to maximize the value of public funds and guarantee a transparent and uniform system based on quality, efficiency, fairness and integrity.

The terms purchasing and procurement are used interchangeably in this PSPR Manual and both defined as the studied and established process by which the city acquires goods, services and interests in real and personal property. Sale is defined as the disposing of city interests in real or personal property. Both functions are a part of the overall business of the city.

The voters of Florida in 1976 approved Article II, Section 8 of the Florida Constitution entitled "Ethics in Government". The Florida Legislature then enacted 112, Part III, of Florida Statutes (hereafter F.S.) entitled "Code of Ethics for Public Officers and Employees" that authorized and created the Commission on Ethics. The City of Alachua has since adopted and codified, as Secs. 2-65 through 2-100 of its Code of Ordinances, the Code of Ethical Standards specifically tailored to the conduct of city affairs.

The regulations set forth in this PSPR Manual are to be read and applied in a manner consistent with the ethical standards cited, applicable Florida law and the overall best interests of the public.

Sec. 4.03 of the City Charter provides that the City Manager is purchasing agent for the City and that all purchases and sales conform to such regulations as the City Commission may from time to time prescribe. This PSPR Manual is adopted by the City Commission to meet the requirements of the Charter and to inform the public and all those involved in carrying out the business of the City of the regulations in place. The City Commission reserves the right to amend, revise or replace these regulations from time to time and to waive any requirement or process herein as the Commission deems appropriate.

The City Manager, as set forth in Sec. 4.03 of the City Charter, is responsible for the proper administration of the affairs of the city and specifically designated as city purchasing agent. The Purchasing Division will function at the direction of the City Manager or designee pursuant to the City Charter and this PSPR Manual as it may from time to time be amended.

OBJECTIVES

- Deal fairly and equitably with all seeking to do business with the City of Alachua.
- Provide transparent, fair and efficient procurement services.
- Adhere to all laws, regulations and procedures related to procurement and disposition of city property.
- Maximize competition for all procurements of the city.
- Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.

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1.01 General Guidelines**A. General Application**

1. It is important to note the expenditures authorized by the city are appropriated during the annual budget process. The budget for each fiscal year, October 1 through September 30, is established in the prior year after three or four public noticed and held Budget Workshops followed by two public noticed and held City Commission meetings to consider the budget adoption resolution. The public is notified of all public and open meetings and encouraged to participate in the budget making process. The policies and regulations published in this PSPR Manual establish the process of checks and balances to assure previously approved, allocated and appropriated funds are spent in accordance with the budget that was established and adopted in open public meetings. The City Manager and staff are charged with the responsibility to use funds only as authorized by the City Commission and as set forth in the budget.
2. Certain State Statutes preempt, apply to and regulate specific procurement practices set forth in this PSPR Manual. The specific statutes are referenced throughout the manual, incorporated in the policies and regulations and are here identified and briefly summarized for convenient and quick reference.
 - a. Sec. 180.24, Fla. Stat. – Contracts for [utility] construction; contract, bonding and procurement advertising requirements for utility projects.
 - b. Sec. 255.05, Fla. Stat. – Payment and Performance Bond requirements for the construction of public projects; labor and supplier claimants must pursue action against the payment bond and not the city.
 - c. Sec. 255.025 (2), Fla. Stat. – Advertising and other notice requirements for competitive solicitations and other requirements concerning city construction and publicworks projects. Specific cost thresholds determine if the statute section applies, the thresholds and other provisions are subject to change by action of the legislature (as in the case with all statutes).
 - d. Sec. 255.20, Fla. Stat. – Local bids and contracts for public construction works; specification of state-procured lumber [requires competitive procurement for public building, structures or other public construction projects or electric work exceeding certain thresholds].
 - e. Sec. 287.055, Fla. Stat. – [Consultants' Competitive Negotiation Act] Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties. Statute applies only to the names professional services and is triggered by cost thresholds (check with the Purchasing Division about scope of work descriptions and breakdown by tasks).
3. The terms and provisions of this PSPR Manual shall be deemed to be a part of the terms and conditions of each procurement, purchase order (PO), contract or other business transaction between the City of Alachua and another party except as

expressly provided herein or by written exception to one or more of the requirements provided for in this PSPR Manual with respect to a particular procurement, purchase order or contract.

4. All city departments are required to follow the provisions and policy of this PSPR Manual unless otherwise governed by specific action of the City Commission or by the City Manager as to matters of administration (paragraph 6) or in an emergency (paragraph 7).
5. These general guidelines and all other expressions set forth in this PSPR Manual apply to all relationships and contacts with the public by city staff and vendors, and, between vendors and city staff in any matter or work doing the business of or with the city.
 - a. City Staff Responsibility
 - (1) City staff shall treat the public, each other, vendors and all other persons with courtesy and respect.
 - (2) All are responsible for complying with City Personnel, Safety and Wellness Procedures.
 - b. Vendor Responsibility
 - (1) All vendors, employees, agents and representatives shall treat the public, city staff, other vendors and all other persons with courtesy and respect.
 - (2) All must adhere to Safety Standards and practices required by law, contract and the standards of the relevant industry.
 - c. Summary
 - (1) In essence, it is required that all persons employed by or doing business with the city treat the public, each other and all other persons with courtesy and respect.
 - (2) Proper conduct entails practicing good personal hygiene, working safely and includes the wearing of clean and orderly clothing taking into account common sense and working conditions.
6. The City Manager is authorized, pursuant Section 4.03 of the Charter and by the adoption of this PSPR Manual by the City Commission, to alter or replace ministerial practices set forth in this PSPR Manual in order to incorporate innovations in information technology (I.T.), accomplish administrative efficiency or for any other ministerial purpose that accomplishes the policy, commitment to ethics in government and serves the best interest of the public. The reasons for such administrative changes shall be presented within 120 days of implementation to the City Commission as a request for amendment of this PSPR Manual. The 120 day “trial period” is to allow time to evaluate any change and refine language to create a smoothly evolving administrative process for carrying out City Commission policy.
7. The City Manager may waive any requirement set forth in this PSPR Manual in the event of an emergency, necessity or other exigent circumstances. The reasons for such

waiver shall be documented in writing and presented, along with such supporting data as necessary, to the City Commission as soon as time reasonably allows.

8. There shall be no manipulation or separation of items to be purchased in order to avoid a more competitive procurement threshold. The intent of this provision is not only to maintain the integrity of the competitive process but to clearly report and reveal the quantity and cost of product, property or service involved in each transaction.
9. The comments set forth in this PSPR Manual are not intended to represent legal advice or legal interpretations of the law or procedure. The effort here is to set forth a usable set of regulations to guide the City Manager and staff in carrying out the policy of the City Commission.

B. Delegation of Authority

1. Any act authorized by this PSPR Manual or by the City Manager to be carried out by a named employee or then occupant of a specified position may be carried out by the designee of such named employee or occupant of the specified position.

C. Written Contract

1. As described and provided for in Section 3 will be entered into between the city and all vendors.
 - a. A PO is a contract but does not meet the requirements of this provision unless approved by the Purchasing Division.
 - b. Exceptions
 - (1) Category I (see G.1. below) purchases unless the Department Director determines there is an exposure to city liability beyond the amount of the purchase.
 - (2) Purchases on an established account or with a credit card.
 - (3) Invoices and scheduled payments pursuant to an existing contract and/or issued PO.

D. Real Property

1. The ownership of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval. However, the City Manager is authorized to and may delegate responsibility for accepting the property of others, such as public utility easements, as are necessary in the normal course of municipal business. The City Manager is also authorized to initiate or entertain discussions and negotiations with other parties concerning the sale or purchase of real property interests as long as all parties are aware any proposal must be presented to and approved by the City Commission.

E. Contracts and Change Orders

1. Category V request (see G. 5. below) require approval of the City Commission. Contracts submitted to the City Commission for approval shall not include a provision providing for prior authorization of change orders calculated as a percentage of the original contract price or other method. This PSPR Manual sets forth the process, procedures and levels of authority for all city procurement and disposition of personal and real property. Contracts and Change Orders shall be governed accordingly.

F. City Attorney Review

1. The review and approval of any agreement or action by the City Attorney is legal advice directed only to the City Commission individually in the performance of the official duties of each member, collectively as the governing body of the City of Alachua. Such advice is not for the benefit of nor shall it be relied upon by any other party.

G. Requirements by Category

1. **CATEGORY I - Purchases less than \$2,500:**

May be approved by the Department Director. Prior to the purchase, the Department Director must verify funds are available within the respective budget line. The Department Director is responsible for signing the receipt/invoice, supplying the G/L account number and returning the receipt/invoice to Accounts Payable. No requisition or respective purchase order is required.

2. **CATEGORY II - Purchases of \$2,500 but not greater than \$15,000:**

Must be accompanied by two (2) quotes which may be either oral or written, oral quotes must be documented and included with requisitions. A requisition and corresponding purchase order are required.

3. **CATEGORY III - Purchases greater than \$15,000 but not greater than \$25,000:**

Must have a minimum of three (3) written quotes. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission.*

4. **CATEGORY IV - Purchases greater than \$25,000 but not greater than \$100,000:**

Must have a minimum of three (3) written quotes and must be approved by the City Manager. A requisition and corresponding purchase order are required. *Each procurement must be included in a written monthly report to City Commission*

5. **CATEGORY V - Purchases greater than \$100,000:**

Must be awarded on the basis of sealed competitive bidding unless exempt from bidding requirements and be approved by the City Commission. A requisition and corresponding purchase order are required.

6. **CATEGORY VI – Inventory:**

A requisition and corresponding purchase order are required for all inventory items regardless of cost.

7. CATEGORY VII - Credit Card Programs:

a. Individually Assigned Purchasing Card Program (P. Card)

- (1) The City Manager shall have the authority to implement a P. Card Program with adequate guidelines and controls whereby a credit card is issued/assigned to individual employees selected and approved by the City Manager for use in making authorized and proper city purchases. The City Manager shall establish, and may modify from time to time, procedures and guidelines for the use of the P. Cards as are in the best interests of the public. The Purchasing and Sales Policy and Regulations adopted by the City Commission shall control in the event of a conflict with the P. Card Program Procedures.

H. Adaptation of Category Requirements

1. There are situations where no responses, or less than those called for in G. above, are received by City to advertised or otherwise sought solicitations for competitive quotes, bids or proposals. The following general guidelines are established for application in such circumstances so that the business of the city moves forward in an efficient and timely manner.

a. Category V (See Section 1.01 G.)

(1) No responses received by City

- (a) The City Manager may, when no Bids or Proposals are offered the City after an advertised solicitation process including but not limited to when no bids are offered after the completion of the RFB process, no proposals are received after the RFP process, no proposals are received after the RFQ process or no proposals are received after the RFI process, designate a city staff member or members to identify one or more responsible and qualified vendor(s) of the products or services required and to negotiate an agreement(s) with that (those) person(s) or entity(ies) on the best terms and conditions reasonably achievable in the then existing market conditions.

(2) One or More Responses Received

- (a) Should the advertised solicitation for competitive proposals yield one or more proposals, an award may be made, as long as all other requirements of this PSPR Manual are being met.
- (3) Should all responses exceed the funds available to the city to complete any project, as determined within the complete discretion of the city, the city shall have the discretion to negotiate with the lowest responsive and responsible bidder, employing value engineering, reduction in scope of work or any other method employed in a like set of circumstances, to reconcile the scope of work, price and funds available to achieve a contract with the lowest qualified bidder to perform the public work achievable under the circumstances then existing.

b. All Categories, Less V and VII

(1) Quotes or Proposals less than requirements

- (a) The name and contact person of vendors that declined to offer a quote or proposal sought by the City must be documented when the number of responses called for in Section 1.01 G. is not received. When the number declining, together with the proposal(s) received, at least equals the total number of proposals required, an award may be granted. No such documentation is required if the required number is received.

c. Negotiation of Price, Terms and Conditions is always encouraged in establishing the final award.

2. The City always reserves the right to cancel all solicitations, proposals and cancel or renew any procurement or sale process

I. Blackout Periods

1. This PSPR Manual provides for Blackout Periods where there is to be no contact between city representatives and vendors or potential vendors. There also is to be no collusion among vendors or with members of city staff that in any way does or gives the appearance of impropriety. The city here makes it clear to all concerned that any evidence or reasonable appearance of such impropriety in any financial dealing with the City of Alachua will result in appropriate action by the city to protect the integrity of city business and public funds. **Blackout Periods** are further described and defined as:

- a. Communication, direct or indirect, oral, written, electronic or by any other means, from a bidder/offeror or prospective bidder/offeror regarding the subject matter or the specifications of any advertised with any city employee, elected official, selection committee member or representative of the City, from the issuance of the specifications until the city makes the award is prohibited. Prohibited communication as described can be grounds for disqualification of any bidder for current, existing or future awards. Such improper conduct also can form the basis for legal action against any bidder for recovery by the city of damages resulting from such improper conduct. Exceptions to the foregoing rule are: (1) Oral presentations to a selection committee made at the written request of the city; (2) Written requests for interpretation of work or specifications concerning a specific city solicitation. Such requests must be made as directed and within the time constraints set forth in each specific solicitation. (3) Communication **during** a Pre-Bid Conference.

- b. The city will respond to each request within the time frame set forth in each solicitation by publishing such request and response on the city website so as to make all such communications available to all bidders/offerors. It is the responsibility of all interested parties to monitor the city website throughout the entire process. The blackout does not prohibit contact with city staff when the vendor is doing business with the city on another contract or where the vendor meets with staff with regard to matters unrelated to the contract or solicitation at issue. No communication prohibited by this section shall occur during such unrelated contact.

- c. The solicitation or bid will be deemed to be issued within the meaning of this provision at the earliest date and time of its posting, advertising or electronic

publication on the city website. The manner of issuance is at the discretion of the Purchasing Division and as prescribed by law.

- d. The provisions concerning the blackout period and procedures shall be deemed incorporated in the other sections of the PSPR Manual related to all other competitive methods of procurement and sale.

J. Minority, Small and Local Business Utilization

1. It has been and continues to be the policy of the City of Alachua, as set forth throughout this PSPR Manual, that active and continuing efforts are made to bring about the participation of diverse and all inclusive vendors and enterprises in doing the business of the city. The Purchasing Division shall, through such resources as the State of Florida Office of Supplier Diversity, identify businesses meeting the definition of a small/minority business as described in 288.703, F.S. and take reasonable steps to encourage such businesses to compete and participate in the business of the city.
2. Local businesses are a critical part of the Alachua community by paying local taxes, providing jobs for our citizens, supplying necessary products and services and contributing in many other ways. The Purchasing Division shall actively encourage the participation of local business in the competition for city business.

1.02 Community Redevelopment Agency(ies) and all other Boards or Committees

- A. Any Community Redevelopment Agency (CRA) established by the city pursuant to Florida law shall follow the policy, regulations and procedures set forth in this PSPR Manual.
- B. All Boards or Committees created by the City Commission or by the City Charter shall follow the policy, regulations and procedures set forth in this PSPR Manual.

1.03 Exclusions

- A. The following purchases are excluded from competitive requirements.
 1. Agreements between the City Commission and non-profit organizations or governmental entities including the procurement, transfer, sale or exchange of property, goods and/or services.
 2. Any properly assessed charges for permits, fees or other costs required to be paid by the city to any governmental agency including those required internally by the city.
 3. Debt recovery service, debt payments; postage; utility and communication services including telephone and internet service providers; and costs of job-related travel, seminars, tuition, registration and training.
 4. Insurance or City funded claim settlements or payments.
 5. Purchase Power Agreements.

6. Dues and memberships in trade or professional organizations; subscriptions for periodicals and software applications; advertisements; used equipment including vehicles; abstracts of title, ownership and encumbrance reports, title insurance and other real property acquisition or sale transaction costs or expenses; copyrighted
7. materials; patented materials; art and artistic services including graphic design, entertainment performances and advertising (video and other production material); employment agreements; medical services; legal services including paraprofessional compensation; and service required by proprietary ownership such as CSX Railroad carrier and fees.
8. Purchase of construction materials included in the scope of an awarded construction contract.
9. Annual software maintenance agreements less than \$25,000 per year.
10. Purchases in accordance with State of Florida or Federal GSA Contracts as well as contracts awarded by any local, state, or national government agency cooperative purchasing organization or purchasing association.
11. State of Florida and federal GSA Contracts do not require further documentation or reference.
12. Any purchase pursuant to a contract with another government agency, municipality, a county or cooperative purchasing organization or association requires full documentation that the contract was competitively bid. It shall be the responsibility of the Purchasing Division to verify and maintain current documentation as described.

1.04 Forms

- A. All Forms referred to by Title in this PSPR Manual shall be 8.5 x 11 format as designed and modified by the Purchasing Division and approved by the City Manager or designee from time to time. The adopted designation and effective date shall be included on the bottom left corner of each form and the page number on the bottom right corner of each form. All forms shall be designed and function to meet the purpose set forth in the section where each is described and identified. The forms shall be published on the website by the Purchasing Division.

1.05 Open Meeting and Public Records Compliance

- A. The following is an outline of the process to be followed in complying with the requirements of this PSPR Manual to insure uniformity and compliance with the laws guaranteeing open meetings (Sunshine Law) and access to public records.
- B. The City Clerk and, specifically, the Office of the Deputy City Clerk, is responsible for:
 1. Publishing and posting all required public notices.
 2. Maintaining the records (file) of public meetings held as identified in this PSPR Manual.
 - a. Making a recording of each and generating minutes.

- b. Maintaining a separate official record file of each solicitation (the user department and all other departments may retain copies or records in accordance with the law and city procedures).
3. Remaining the source for information and direction concerning public meeting and public records questions. All outside inquires or requests shall be so directed.
4. Receiving and processing all public records requests.

2.01 Mission

- A. The mission of the Purchasing Division is to procure quality property, goods and services at the lowest possible cost consistent with the quality needed to provide the very best service to the public while assuring fair and equal opportunity to all qualified vendors. Further, to oversee the fair and efficient sale/disposal of surplus city property.

2.02 General Statement

- A. The Purchasing Division shall be responsible for the implementation and administration of the Policy and Regulations set forth in this PSPR Manual.
- B. All changes to this PSPR Manual require approval of the City Commission as set forth herein. This PSPR Manual supersedes all previously adopted policies, regulations and ordinances.

2.03 Purpose

- A. Coordinate the centralized system established in this PSPR Manual;
- B. Promote public confidence in the integrity and transparency of the procedures followed to procure goods and services and in the disposition of city property;
- C. Ensure fair and equitable treatment of all who participate;
- D. Maximize economy and quality in purchasing.

2.04 Function

- A. Develop purchasing objectives, policies, programs and procedures for the acquisition of materials, equipment, supplies and services.
- B. Ensure all purchases are made according to federal law, Florida law and this PSPR Manual.
- C. Coordinate, standardize and supervise purchasing procedures for all departments.
- D. Initiate reports necessary for analysis of overall performance.
- E. Assemble specifications in cooperation with departments to subsequently be included in all Requests for Information (RFI), Requests for Bid (RFB), Invitation to Negotiate (ITN), Requests for Proposal (RFP) and/or Requests for Qualifications (RFQ).
- F. Establish and coordinate the administrative and support process necessary to accomplish the goals and policy set forth in this PSPR Manual.
- G. Provide contract administration when directed by the City Manager or designee.
- H. Promote good will between the City of Alachua and its vendors. Encourage full and open competition wherever possible. Assure fair and equitable business dealings with all vendors.

- I. Gather knowledge of current developments in the field of purchasing, including but not limited to, prices, market conditions and new products. Secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.
- J. Oversee the sale of surplus city personal property and coordinate with the City Land Rights Coordinator the purchase and sale of real property rights.

2.05 Responsibilities

- A. Deal fairly and equitably with all seeking to do business with the City of Alachua.
- B. Provide transparent, fair and efficient procurement services.
- C. Adhere to all laws, regulations and procedures related to city procurement and disposition of city property.
- D. Maximize competition for all procurements of the city.
- E. Maximize savings and return through innovative buying.
- F. Purchase goods, services and property from capable vendors meeting city requirements at the best value, if not lowest price, consistent with quality performance and delivery requirements.
- G. The city, as trustee of public funds, finds that it is inconsistent with its fiduciary responsibility and that a conflict of interest exists for it to engage in business activity with any person, as defined by Chapter 1, Section 1.01 (3) of Florida Statutes, individually or through another person, as so identified in Chapter 1 of the statute, that is indebted to the city and such debt remains or such person otherwise has a history of being in arrears in payment of debt to the city. The city shall not engage in city business activity with such persons and that person or persons shall be deemed not a responsible vendor unless and until all debt is satisfied and the City Commission, in its discretions, finds the person to be a responsible vendor or party.

3.01 Purpose

- A. This section is included in the PSPR Manual to help bring about a uniform understanding of the process of contract management, better coordination of the efforts of staff and result in the most efficient and evolving process of continuously working to do the best job of doing the business of the public.
- B. Contract administration begins when it is determined a contract is necessary. Aspects of contract administration include negotiation between the parties, preparation of all written documents, review and comment by various departments, proper approval and execution, distribution, filing and monitoring from the notice to proceed to final closeout.
- C. A contract can be oral or written. Oral agreements are not a part of the city business format because they are, despite common understanding, too complicated. Oral agreements are subject to the memory and understanding of persons involved in the negotiations, and, the availability of both. Written contracts contain agreed upon language and, in almost all cases, are interpreted by the courts based only in that language. The availability and good memory of those "agreeing" to a contract are not issues in the interpretation of a written contract.
- D. The business of the city shall be conducted by written contract. A written contract can be in the form of a document prepared for a specific transaction, a written purchase order, work order or a charge on an established account. All named examples are based in written agreements (contracts). Purchases funded by petty cash are a rare exception but represent small dollar amounts.
- E. Contracts that are in conflict with the federal or state constitution, applicable law or otherwise violate public policy are most often found invalid and unenforceable.

3.02 Contract Development

- A. Contract Preparation
 - 1. Offered by Vendor.
 - 2. Prepared by Compliance and Risk Management Department.
 - 3. Prepared by City Attorney.
- B. Contract Content
 - 1. Specific details include but are not limited to;
 - a. Type of product or service to be provided,
 - b. Method of payment, schedule,
 - c. Contract term,
 - d. Termination clause,

- e. Change order statement,
- f. Time schedule of project,
- g. Remedies,
- h. Public Records,
- i. Right of audit,
- j. Governing law (Florida),
- k. Venue (Alachua County),
- l. Successor and assignee provisions,
- m. Insurance statement and certificate of insurance requirements,
- n. Performance or other applicable bonds,
- o. Entire agreement statement,
- p. Signature authority,
- q. A scope of work statement according to various phases or tasks, if any, and the time restriction of each phase,
- r. Owner direct purchase option as appropriate.

2. Topics and Clauses

- a. City will not normally indemnify a private party, but the vendor must indemnify and hold harmless the city for loss it causes (either directly or through an agent, subcontractor or employee) caused by a product or service supplied by or on behalf of the vendor by any negligence, breach of agreement or wrongdoing.
- b. City will not waive sovereign immunity and shall reserve the limits of liability under Section 768.28, F.S., notwithstanding any implied or express term elsewhere in the contract or any other document furnished by the vendor.
- c. The contract will clearly set out that the product or service will be fit for all purposes intended and that the quality of the product or service will be consistent with applicable commercial standards.
- d. No implied or express limitation of warranty shall be included.
- e. Clearly stated and precise product and service performance standards will be included. Product specifications and literature supplied by the vendor may be

attached and incorporated as an exhibit to establish the required performance standards.

- f. **Sample – Time is of the essence** - “The parties agree that time is of the essence in the completion of this contract and the delivery of goods and services pursuant to the agreement. The deadline for completion of delivery or furnishing of services pursuant to this agreement is _____ (*insert date*). Unless the contractor/vendor obtains a change order that extends this deadline, this deadline is a mandatory provision. A change order extending the deadline will not be granted unless the need for an extension of time is for reasons outside of and beyond the reasonable control of the contractor/vendor. Examples of good cause shall include labor shortage, pervasive shortage of materials and supplies necessary for the engagement, acts of terrorism or war, and/or extremely unusual and severe weather that disrupts the ability to perform the work or deliver the services required. Unless the time is extended, there shall be liquidated damages for failure to comply as set out hereinafter. The parties agree that in the event there is a default in completing this contract by the required deadline, that the city will suffer damages, and that the amount of such damages cannot be determined at this time with reasonable certainty. Therefore, the parties agree that liquidated damages of \$_____ (*insert daily liquidated damage rate*)

for each day beyond the scheduled completion date shall be assessed against the contractor/vendor and shall be due from the contractor/vendor for failure to achieve the required completion deadline. The parties agree that this amount of liquidated damages is not a penalty and is a reasonable and close approximation of the actual damages that would be suffered by the city for failure to achieve the contract deadline.”

- g. **Sample – Most favored nation** - “The contractor/vendor shall amend the contract or the terms and conditions of the purchase agreement to provide the city with any and all contract terms or provisions, including price, where such amended terms are required in order to insure that the city is receiving the most advantageous terms and prices for contractor/vendor goods and services that contractor/vendor extends to any other client or customer. This is a most favored nation clause as that term is understood generally in a commercial context, and it is the intention of the parties that the city shall have, by amendment of the terms hereof, as necessary, terms and conditions that are as favorable as those extended to any other customer or client of the contractor/vendor. The city shall have a right of examination to assure the performance of this provision and the contractor/vendor shall cooperate in the provision of records necessary to assure the city that it is receiving the most favorable terms, conditions and pricing extended by it to any other customer or client.”

h. **Sample Public Records**

“Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:

- a) Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.

- b) Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.
- e) Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.
- f) The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully

refused to comply with a public records request within a reasonable time.

- g) The Contractor shall contact the Office of the Deputy City Clerk, Custodian of City Public Records, at (386) 418-6104 or deputycityclerk@cityofalachua.com, concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.”

“THIS PROVISION WILL APPLY TO ALL SERVICES PROVIDED UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.”

i. Right to Audit

The Contractor agrees to furnish such supporting detail as may be required by the city to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The city will pay the cost of any audit. The city shall have the right to audit the CONTRACTOR'S records pertaining to the work/product for a period of three (3) years after final payment.

C. General Guidelines

1. The City Manager, Compliance and Risk Management Department, or designee may waive one or more of the contract provisions set forth in 3.02 based on what is reasonable, applicable and in the best interest of the city. It may be, for example, necessary to waive venue or choice of law provisions where a national vendor of a sole source or otherwise essential product is located out of state and as a general rule insists upon choice of law or venue in a foreign jurisdiction. However, if the vendor has for another city modified these provisions, the City of Alachua should insist on

the same modification pursuant to a most favored nation clause or negotiation position.

2. Standard contract provisions should generally be included in purchase orders and standard contract forms issued by the city and should be included in bid specifications, and all other solicitation documents.

3. Travel/Equipment Transport Reimbursement

- a. Travel or equipment transport costs in furtherance of supplying any good or service to the city must be separately negotiated and specifically made a part of any City agreement with a vendor. The general rule is that no such reimbursement will be paid by the city.

3.03 Contract Terms

- A. Contract terms for professional services, except that of the City Attorney, shall be for up to five years and may provide for up to two one year extensions. A new RFP shall be issued in time for the list to be opened for competition prior to the end of the contract term.

3.04 Contract Approval and Execution

- A. All contracts of procurement in Category I through IV and VII, for other than real estate transactions, shall be executed and approved by the City Manager.
- B. All Contracts in Category V and all contracts and documents involving real property transactions, require City Commission authorization and will be executed, unless otherwise specifically directed by the City Commission, by the Mayor.

3.05 Contract Review and Execution

- A. The Contract review and execution process shall include all written documents signed by the city and another party. The second party may be a vendor, other governmental entity, claimant, individual or in any other situation where a relationship, agreement or transaction between the city and another is memorialized in writing. This process applies whether the contract is prepared by the city or other party.
- B. All other provisions of this PSPR Manual shall apply and the timing of contract preparation and the requisition process shall be by direction of the City Manager to the user Department Director.
- C. The user Department Director shall timely submit all proposed contracts to Compliance and Risk Management and early enough in the process so that review and negotiation can take place. The contract approval phase must be complete prior to scheduling an item on the City Commission Agenda or presentation to the City Manager for approval.
- D. A Compliance and Risk Management Approval Form will be attached to contracts as appropriate and the package returned to the user Department Director who will process the package in the normal course of business. No contract shall be presented to the City Commission or City Manager for execution without the Compliance and Risk Management approval form attached. However, documents approved by the City Attorney do not require Compliance and Risk Management review.

1. The signature(s) of the second party(ies) will be obtained before the contract is

presented to the City Commission or City Manager for signature. All second Party signatures shall be attested to by at least one person, preferably a corporate officer, notary or partner.

2. One signed copy for each party must be submitted so that each party will receive a fully executed duplicate original.
3. Interlocal Agreements must be recorded in the Public Records of the county. The recommended process is that each be signed first by the city and returned to the other governmental party for signature and recording.
4. Time and other circumstances may dictate signature first by the city and the order of execution decision must be made as the demands of the situation require.
5. Obtaining the signature of other parties will be coordinated between Compliance and Risk Management and the user department.
6. The correct number of second party signed copies will be presented by the user Department Director to the Clerk's Office when City Commission approval is required. The Deputy City Clerk shall be responsible for obtaining the required signatures of the Mayor, City Manager/Clerk, City Attorney and City Manager (as directed by the City Commission).
7. The user department is responsible for returning one complete and fully executed contract to the Compliance and Risk Management Department for inclusion in the department file.
8. Compliance and Risk Management is responsible for electronically filing the record copy on the city internal server.
9. The Purchasing Division, upon issuance of a PO corresponding to a City Commission approved contract, shall send the vendor a copy of the PO and one fully executed copy of the contract. A copy of the transmittal message to the vendors, without copy of the contract, shall be sent to the user department and to Compliance and Risk Management.
10. The user department, after the issuance of the PO, shall be responsible for the issuance of a notice to proceed as set forth in the contract. No work shall begin before the notice to proceed is issued. A copy of the notice to proceed will be sent to Compliance and Risk Management and the Purchasing Division.
11. The Purchasing Division will coordinate the issuance of RFBs, RFPs and RFQs with Compliance and Risk Management and include the form of the offered contract in each solicitation.

3.06 Contract Monitoring/Administration

User Department will:

1. Assign a Project Manager or contact person.
2. Determine the quality or performance level required.

3. Establish schedules for the completion of each contract.
4. Monitor vendor performance.
 - a. Proper performance by vendors requires cooperation and communication between the user department and the Purchasing Division. Timely action on the part of the user department and the Purchasing Division is required for enforcing the terms of Purchase Orders/Contracts and protecting the city financial and legal interests. Failure by a vendor to deliver on time, in the proper quantities or to otherwise meet contract requirements must be handled in a prompt, uniform and fair manner:
 - (1) The user department should promptly contact the vendor to request resolution of any problem. A complete record should be made of the contact to include the name, title and telephone number of the person contacted and generally any promises made by that person. An email is the best written record.
 - (2) If the vendor continues to be noncompliant after the first contact, contact the Purchasing Division and a Cure Notice will be issued to the contractor. The Cure Notice will provide written notice of the failure and allow a specified time for cure (remedy) of the failure before issuing a termination notice. If the contractor fails to comply with the terms of the contract or order after the notice, the Purchasing Division may cancel the purchase order or contract, order from another source or take other appropriate action.

5. Document contract performance deficiencies.

6. Prepare closeout and other final payment reports.

A. Purchasing Division

1. Ensure the correct legal name is contained in the contract documents and confirm active status of legal entity.
2. Hold contractor responsible for and establish damages suffered by the city resulting from failure of the contractor to perform as agreed.
3. Work with the user department to ensure that the city does not fail to perform its obligations.
4. Preclude the issuance of unnecessary or excessively priced change orders.
5. Maintain a file of standard clauses of contractual terms.
6. Initiate the cure process to ensure vendor corrects contract deficiencies in a reasonable period of time.
7. Maintain a file of records of the following information:
 - a. Contract and PO numbers.
 - b. Bonds and certificates of insurance.

8. Maintain records of vendor performance.
9. Maintain a current vendor file.

3.07 Certificate of Insurance

- A. The Purchasing Division will ensure that all vendors maintain the proper insurance with the use of a Certificate of Insurance. The City of Alachua shall be named as ADDITIONAL INSURED on all certificates. Insurance companies must be licensed and authorized to do business in the State of Florida and maintain a Best's Insurance Credit Rating of A or higher. Insurance information will be verified and may be grounds for disqualification if not in compliance.
- B. The city will not request from the city insurance carrier a certificate issued naming another party as an additional insured. The city may, for example, when the city is a lessor of property, request and provide proof of certain coverage, or, in the event a lien is in place on city property, agree to provide proof that coverage and an appropriate loss payable clause are in effect.

4.01 Price Reasonableness

- A. City Policy is to pay a fair and reasonable price for all goods and services, the price a willing buyer would pay a willing seller. The principle of reasonable price applies in all situations including those of sole source and emergency purchases.

4.02 Quotes

- A. The User Department and/or the Purchasing Division can obtain quotes. Always seek additional quotes if fair and reasonable prices are not initially obtained. Document the name and address of vendors contacted, item description or service offered, price quoted including shipping/freight, delivery dates, shipping point, names of persons giving and receiving the prices and the date the information was obtained.
- B. All quote requests shall be inclusive of all items and specify what is acceptable to allow for maximum competition.
- C. Do not share quotes from one vendor with other vendors before the quote process is complete and all the quotes have been received. Employees are prohibited from obtaining a revised quote in an effort to utilize a specific vendor. The award should go to the lowest quoting qualified vendor, all things being otherwise equal.

4.03 Freight Charges – Shipping and Handling

- A. All quotes shall be FOB Destination (Free on Board Destination).
 - 1. The vendor retains title to the goods until the goods are received by the city. The vendor pays the shipping costs and is responsible for claims against the carrier.
 - 2. Specify inside delivery if the item needs to be delivered indoors to an office building or worksite.
- B. Do Not Order FOB Plant/Origin:
 - 1. FOB Plant/Origin means the city accepts ownership of goods when taken into custody by the carrier, the city is responsible for any damage in transit, the city must pay all shipping costs and is exposed to additional liability.
- C. Exception
 - 1. The City Manager, Finance & Administrative Services Department, or Compliance and Risk Management Department may, if the circumstances demand or require, authorize arrangements for shipping and handling as are necessary and appropriate in the best interest of the public.

5.01. Purchase Requisitions

- A. Requisitions are required to initiate any expenditure of \$2,500 or more and to accurately describe the item(s) or services requested. The requisition also certifies authority to charge a specific General Ledger account number and verifies there are sufficient funds available in that account. Certain expenditures are to be exempt from requisitions. These items can be found in Section 1.03(A)(2-5) of this PSPR Manual.
1. Requisitions shall be routed through the process in the order of the required approvals. All required data fields and all information necessary to establish the threshold of the requisition must be completed and provided.
 2. Requisitions need be prepared far enough in advance to avoid creating an emergency.
 3. Exactness in preparing the requisition is essential. Incomplete or improperly completed requisitions will be returned to the requesting department for correction.
 4. The requisition will not be accepted in the system, and therefore cannot be processed, if there are insufficient funds in the specified account.
- B. All requisitions within CATEGORY V must be authorized by the City Commission prior to processing.

5.02. Additional Approvals

- A. The following requests for purchases and service must receive and reflect additional approvals prior to a requisition being approved:
1. It is the responsibility of the requesting Department Director to seek guidance and direction from any other Department or Division with special knowledge (such as I.T.) prior to submitting a requisition when that knowledge will provide greater detail and specificity in the completion of the requisition. Further, such coordination will assure systems and products are better coordinated and that service and other support are available.
 2. The City Manager or designee shall, review prior to production, all products and materials that include the official City seal and any other City related logos.
 3. The Human Resources Division shall, prior to entry in the system, review and approve all requests for the temporary hiring of employees, contract employees or interns.
 4. All Written Contracts dealing with any subject including Contracts and/or Documents dealing with or affecting interests in real property will be reviewed by Compliance and Risk Management prior to execution or entry in the System, except when prior approval of the City Attorney has occurred.
 5. A required or additional approval may be conditioned upon specific durable goods and materials having been identified as necessary to achieve standardization and consistency of product. This is intended to create greater efficiency of stocking replacement parts, simplification of maintenance and repair, consolidation of warranty and service, uniform technological systems or for other reasons that are in the interest of the city. Standardized systems for security alarm systems, software and other

components and materials that will be used in multiple facilities or departments or otherwise used throughout the municipal system shall be employed if doing so is in the best interest of the city. Standardization is not permitted when it is for the purpose of or results in a material diminishment of competitive procurement and is without substantial justification in the interest of the city.

6.01 Purchase Orders (PO)

- A. A purchase order (PO) is an offer to purchase goods or services by the buyer (City of Alachua) issued to the seller at a predetermined dollar value. A purchase order authorizes a vendor to ship and invoice the materials and services as specified. Purchase orders shall be clear, concise and complete. This will prevent any unnecessary misunderstanding with vendors. Only the Purchasing Division shall issue purchase orders, blanket purchase orders and change orders as outlined in this PSPR Manual. Pre-numbered and computer generated purchase orders shall be issued upon receipt of properly authorized requisitions after prior receipt of all/any required competitive quotations, bids or proposals, determination of funding availability and Commission approval when required.

6.02 Routing of Issued PO

- A. An issued purchase order is routed as follows:
1. Vendor copy - To vendor (with any attachments) by Purchasing Division.
 2. Department copy - To requesting department from Purchasing Division.
 3. Compliance and Risk Management - Copy by email when there is a contract document processed by the department.
 4. Finance copy - To Finance at time PO is issued.

6.03 Reject Vendor Acknowledgement Forms

- A. Some vendors send a form acknowledging receipt of a purchase order. Send the form back without a signature or acknowledgment. Signing or acknowledgment of the form may be interpreted as accepting terms or conditions different from those established by an existing contract, the PO and/or this PSPR Manual. Contact the Purchasing Division if the vendor objects to this action by the city and/or refuses to deliver the goods or services without a signed acknowledgment form. The Purchasing Division will then consult with the Compliance and Risk Management Department to develop a course of action.

6.04 Receipt of Goods and Materials

- A. The receiving Department or Division is responsible for inspecting and accepting or rejecting all goods at the time of delivery. Services are to be evaluated as performed and any concern or dissatisfaction brought to the attention of the Purchasing Division which will consult with the Compliance and Risk Management Department. Dissatisfaction with any purchase, failure of any part, piece of equipment or material to perform in the manner for which purchased should follow the same process. In short, the Purchasing Division must be notified of a potential claim against a vendor for warranty, suitability for intended use, injury to an employee or third party or any other perceived basis for a claim. The Purchasing Division will advise the Compliance and Risk Management Department of all such reports.

- B. The receiving Department or Division is also responsible for inspecting incoming shipments for conformance with the purchase order/contract and packing slips, if provided.
- C. Incoming shipments of goods and materials must be immediately checked for damage, shortages, overages and unauthorized substitutions.
- D. Interstate Commerce Commission regulations only require tailgate delivery unless an extra charge is paid for off-loading and setting in place or pricing includes "inside delivery". Be prepared to process all deliveries.
- E. All deliveries should be FOB destination, freight prepaid. Freight Collect deliveries should not occur. Contact the Purchasing Division immediately if a carrier has a collect delivery.

6.05 Special Receiving Requirements

A. Vehicle Purchase Procedure

- 1. The procurement of new and used vehicles by the City shall be administered by the Purchasing Division of the Administrative Services Department. Central purchasing of vehicles ensures accurate procurement practices, coordination between departments and/or vendors, and timely acquisition. The Purchasing Division will ensure compliance with the City PSPR Manual.
 - a. Funds Availability and Vehicle Selection:
 - (1) It is the responsibility of the user department to make certain funds have been properly allocated and available in the current fiscal year budget. It is also the responsibility of the user department to identify the vehicle to be purchased through a vendor or via State Contract Pricing. The vehicle selection is to be consistent with that which was approved in the current fiscal year budget. Assistance with compliance with the PSPR Manual can be coordinated with the Purchasing Division upon request.
 - b. Issuance of Purchase Order:
 - (1) Following the verification of available funds and selection of the vehicle, the user department shall notify the Purchasing Division of the request to purchase and provide the vendor name and bill of sale or state contract number, if applicable. The Purchasing Division will create a requisition and subsequently issue a Purchase Order (P.O.) to the selected vendor.
 - c. Delivery/Pick-up:
 - (1) The Purchasing Division will serve as the primary contact with the vendor throughout the procurement process. The Purchasing Division will coordinate delivery/pick-up of the vehicle and is authorized and required to inspect the vehicle prior to accepting receipt to ensure the vehicle is of the make/model/year and meets all other specifications and conditions of the purchase. The Purchasing Division will coordinate with the user department so

PURCHASE ORDERS, BLANKET PURCHASE ORDERS AND CHANGE ORDERS

SECTION 6

a representative of the user department is present at the time of inspection. Prior to taking delivery of the vehicle, the Purchasing Division will ensure a Certificate of Origin and/or Certificate of Title are received.

d. Registration and Internal Coordination:

(1) The Purchasing Division will register the vehicle with the State of Florida and issue a fuel card from the City fuel vendor. The Purchasing Division will provide the vehicle make/model/year and Vehicle Identification Number (VIN) to the Compliance and Risk Management Department to provide to the City auto insurance carrier. The Purchasing Division will provide the same to the Finance Department for inclusion on the City asset schedule. The Purchasing Division will ensure the registration, tag, fuel card and insurance card are provided to the user department prior to the vehicle being placed into service.

- B. Receipt of computer hardware, software and other technology related purchases will be directly to or as otherwise directed by the Information Technology Division.
- C. All new vehicles and individual items of equipment (not supplies) must be reported to Compliance and Risk Management to be certain insurance reporting requirements are met. Report if in doubt, be safe rather than sorry and Compliance and Risk Management will make the insurance carrier notice decision.
- D. The provisions of Section 6.04 shall apply.

6.06 Blanket Purchase Orders

- A. A blanket purchase order (BPO) is a purchase order issued for the purchase of indeterminable miscellaneous items or materials, supplies, parts, etc. over a specific period of time. No BPO term may extend beyond the end of the fiscal year in which it is created. Shipments are made, as requested by the user department, against the blanket purchase order number for the term of the BPO. The BPO establishes a maximum dollar limit, the period covered, the terms and conditions. However, since the specific items to be purchased are usually unknown at the time of issuance of the BPO, no line item pricing is generally shown.
- B. Blanket purchase orders cannot be utilized for the purchase of inventory items.

6.07 Requests for Blanket Purchase Order

- A. The requesting department must complete a **Requisition** that indicates the specific vendor, the type of items to be purchased and total amount to be encumbered for the term of the BPO. The requirements of Section 1 must be met or reference must be made to an established contract with another government agency, state agency, etc.
- B. The provisions of 6.01 through 6.05 apply to all Blanket Purchase Orders.

6.08 Usage of Blanket Purchase Order

- A. BPOs are issued for no more than the current bid or budget limit. The maximum total dollar amount cannot be exceeded for the term of the blanket purchase order. A change order request must be processed if an increase in the current bid limit is requested.
- B. The user department may purchase needed items against a blanket order number for the term of the BPO or until reaching the BPO total dollar amount. The user department is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the BPO total dollar amount is reached or the end of the current fiscal year occurs. Submit a change order request to the Purchasing Division requesting cancellation of the remaining balance to liquidate the BPO prior to the end of the fiscal year.

6.09 Change Orders

- A. Certain conditions surrounding purchases may change in the course of procurement necessitating a clarification or modification to the existing procurement document.
- B. A change order is defined as a modification to an existing procurement document (purchase order, blanket purchase order, contract, etc.).
- C. Change orders must be processed for all changes affecting the original purchase order such as quantity increases or decreases that reflect a difference in the original unit price. All project close-outs require a change order. Requests for changes in the funding source or vendor are not allowed. Change order requests submitted in an attempt to circumvent the bid process are prohibited. Source justification or competition may be required based on any requested increase.
- D. Change Order requests must be approved in the same order and manner as the corresponding (original) purchase document.
- E. It is inappropriate to request a change order or approve one that results in a material change from the original purchase. A change order may not materially alter the initial goods or services being purchased. It is, for example, inappropriate to bid carpet flooring materials, award that bid and then request a change order that would supply wood floors instead of carpeting.
- F. Change Orders must include an explanation for the request particularly when sole source and competitive pricing issues are present. The Purchasing Division will, upon approval, modify the original Purchase Order to reflect all change and distribute copies as required of the original.
- G. Exception to the Change Order requirement process is permitted if the Finance Director finds it consistent with generally accepted principles established by the Governmental Accounting Standards Board and in order to close out a Purchase Order, authorizes payment of final invoices that total no more than 15 percent but less than \$2,500 of the total Purchase Order Amount. The Finance and Administrative Services Director shall make inquiry concerning each event and document support for each such decision.

7.01 Emergency Purchases

- A. An emergency purchase is the purchase of goods and/or services, made with or without competition, because such acquisition is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence that may interfere with the conduct of normal business operations or to remedy or correct conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property or where the City may suffer financial loss due to inaction. The emergency purchase procedure shall not be used to circumvent established purchasing policies.
- B. An emergency purchase shall require the prior approval of the City Manager or designee, in writing if possible. CATEGORY V emergency purchases may only be authorized by the City Manager or designee in writing and then must be presented to the City Commission for ratification within a reasonable time. The writing requirement shall include by email.
- C. Except during a state of emergency, which affects the life, health, safety, or welfare of persons or property, or the public peace that has been declared, the provisions of these purchasing and sales policy and regulations are waived in whole or in part at the discretion of the City Manager.

7.02 Procedure

- A. The user department must immediately contact the Purchasing Division to explain the nature of the emergency when an emergency occurs during regular City business hours. An email including a full explanation of the emergency purchase from the Department Director must be forwarded to the Purchasing Division with supporting documentation. The Purchasing Division shall issue an emergency purchase order when justified and otherwise in accordance with this PSPR Manual.
- B. The user department may purchase the required supplies or contractual services if an emergency occurs at a time other than during regular City business hours. The user department must complete the steps outlined above within a reasonable time.
- C. The user department making an emergency purchase shall, whenever practicable, secure competitive quotes and obtain delivery by the lowest responsible vendor.

7.03 Suspension of Policy and Regulations

- A. The Mayor shall have the power and authority, after finding in writing, that a state of emergency, defined as a condition that threatens the life, health, safety, or welfare of persons or property, or the public peace, exists in the city, may suspend, in whole or in part, the provisions of the Purchasing and Sales Policy and Regulations.
- B. The City Manager shall have the same power set forth in Paragraph A under like circumstances and otherwise, as the City Manager deems appropriate and as the exigencies of the occasion may demand and require. However, such power of suspension shall be reported as soon as practicable to the City Commission and the Commission shall have the power to rescind or modify the Manager's decision.

7.04 General Statement

- A. Emergencies obviously are a time of stress and decisions must be expeditiously made often to protect life and property. All members of City staff will be supported by the City Commission, City Manager, managers, supervisors and fellow staff during and after the crises has passed. We all must remember, of course, that we are trustees of public funds and are counted on to do our best job in challenging times and circumstances.

7.05 Sole Source and Proprietary Purchases

- A. Sole source and proprietary purchases are defined and used interchangeably as purchases of supplies, equipment and contractual services that are:
1. The only choice that will produce the necessary result or meet a unique performance requirement and available from only one source.
 2. Available from only one vendor and there is no comparable product.
 3. Required to match existing piece or brand of equipment and available from only one vendor.
 4. Required for repair or maintenance of specific brand of existing equipment and available from only one original equipment manufacturer or designated service dealer.
 5. Used Equipment.
 6. Supported by explanation which must be documented in writing.
 7. Services available from vendors (firms or individuals) uniquely qualified to perform such services. Qualifications may include, but are not limited to institutional knowledge and experience.

7.06 Procedure

- A. Sole source purchases are exempt from the competitive requirements set forth in this PSPR Manual upon certification of sufficient facts by the user Department Director in writing and approval by the Purchasing Division.
- B. Sole source justification must be submitted to the Purchasing Division before a requisition. No requisition will be processed for sole source expenditure until approved by the Purchasing Division.
- C. The user department must attach the approved sole source justification to the corresponding requisition and follow the standard process set forth in this PSPR Manual.
- D. All those responsible for the approval of the sole source requisition are charged with the obligation to consider the facts and circumstances forming the basis of the sole source finding and for requesting added clarification and/or information deemed appropriate.

7.07 Expiration of Finding

- A. All sole source justification findings expire at the end of the fiscal year issued.

8.01 Request for Information (RFI)

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the City does not possess the information, expertise or sufficiently clear concept of a good or service to accomplish a defined goal. The services of a consultant may be the best course of action but a Request for Information from qualified, recognized and responsible vendors is another approach to developing the information necessary to prepare the appropriate Request for Proposals, Bids or other soliciting document.
1. The RFI will be sent to responsible prospective suppliers whose names and addresses are obtained from various sources. The RFI will request information concerning the specific good or service sought or the required results of a project if the specific process has not been determined. Minimum qualifications for offerors may be included in the RFI along with a general timeline and other pertinent information. A request for estimated pricing elements may be included in the RFI, however, the vendors must be advised the solicitation is for informational purposes only. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
- B. The RFI process should be considered if the following statements are true:
1. The user department does not have sufficient information to develop definite specifications for the RFP.
 2. Completion of the project is not time sensitive.
 3. The overall cost of the project justifies the cost of an RFI.

9.01 Request for Proposal (RFP)

- A. Competitive sealed bidding (Request for Bid) is the method of acquiring commercial equipment, supplies or services that meet the bid threshold. However, there are instances when presentations, discussions, negotiations and use of evaluation factors other than price are necessary in order to make the decision in the best interest of the city. The Request for Proposals (RFP) is designed to meet this need.
- B. The RFP must specifically define the good or service needed by the city and clearly specify the criteria that will be used by the city to determine the most qualified vendor(s).
- C. The RFP process is more flexible than the quantity and price format of the RFB. Discussions with offerors can lead to changes in the scope of work and/or modification and clarification of evaluation criteria.
- D. Negotiations and discussions can be conducted with all offerors along with minor changes of the scope. A Best and Final Offer (BAFO) request may be issued to all offerors remaining in the competitive range. This Section 9 is subject to the Competitive Consultants Negotiation Act (CCNA) for all procurement required to be made pursuant to the provisions of Section 287.055, F.S. and as provided in Section 13 of this PSPR Manual.

9.02 Responsibility for Specifications

- A. The user department or division shall develop the specifications and/or scope of work for the RFP and submit the specifications and/or scope of work, along with the evaluation criteria, to the Purchasing Division.
- B. The user department or division shall assign a weight to each of the evaluation criteria, as reflective of its relative importance, with the total equaling 100. The Purchasing Division shall coordinate the use of the criteria and their respective weights for each project.
- C. The Purchasing Division will submit each written request for solicitation to the City Manager or designee who must authorize it going forward.

9.03 Selection Committee

- A. Members of a Selection Committee shall include representatives from the user department or division, other department/division(s) involved as well as any other staff member with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member.
- B. The Selection Committee will be appointed by the Purchasing Division supervisor, always consist of an odd number and not exceed five members except in situations deemed appropriate by the City Manager or designee.
- C. The City Manager retains the authority and discretion to approve the members of the committee and substitute members.
- D. The evaluation process is a key part of the selection of a quality contractor/consultant. It is very important that the process be conducted in a professional and consistent manner. Therefore, committee members must be flexible and available for all meetings,

demonstrations and presentations.

- E. A copy of the RFP shall be provided to each member of the Selection Committee on the date of its issuance.

9.04 Procedure

- A. The Purchasing Division shall issue the RFP. A pre-proposal conference may or may not be held which may or may not be mandatory. Prospective offerors will have an opportunity to request clarification and ask questions. Answers to inquiries will be compiled in the form of an addendum which will be posted on the City website. Proposals will be received by the Office of the Deputy City Clerk and date/time stamped in until the date and time specified in the RFP document. Proposals received after the deadline will be returned unopened and not considered for further evaluation.
- B. The Purchasing Division will open and review all responses to each RFP at a public meeting to verify compliance with all requirements of the RFP. The Purchasing Division member reviewing the responses shall reject any proposal not in compliance with the RFP, document and file each in the division file along with a written comment detailing the reasons for the rejection. A copy of the written rejection shall be sent to the offeror by email or U.S. Mail. The reviewing Purchasing Division member shall transmit a copy of each qualified proposal to each member of the selection committee.
- C. The Purchasing Division will provide the committee members with all necessary forms for the evaluation process monitor the evaluation process and provide all guidance required. Training will be provided to members as necessary.

9.05 Selection Committee Guidelines

- A. The Purchasing Division shall review all completed committee forms. Forms not properly completed or which lack appropriate or adequate comments or documentation to support the award recommendation may result in the delay of the award.
- B. Selection Committee members shall review the responsive proposals and independently score each proposal for each criteria. The scores will be used to individually rank the proposals.
- C. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and evaluated the written proposals. Preparation of the summary shall be by the Purchasing Division and shall occur during a publicly noticed Selection Committee meeting (See Section 1.05). A copy of all evaluation forms and notes (and the committee's consensus score) shall be maintained as part of the official file.
- D. The City Manager or designee shall have the right to cancel a solicitation and/or reject all proposals and authorize the entire transaction to be re-solicited or canceled.

9.06 Public Presentations

- A. Presentations shall be at the discretion of the City Manager or designee and may be included in the RFP or determined to be required at any time it appears in the best interest

of the city. The selection committee may recommend to the City Manager or designee that all or a certain number of offerors be invited to give a mandatory or non-mandatory presentation. The City Manager or designee shall approve or not approve the request. Presentations shall be held in accordance with 286, F.S. and the Purchasing Division must assure compliance with the following:

1. Notify the contractors/consultants by fax or e-mail and coordinate with the Deputy City Clerk's office in accordance with Section 1.05 of this PSPR Manual. The notification shall include details of the presentations including but not limited to:
 - a. Date and time of the public presentations,
 - b. Location of the meeting,
 - c. Time allotted for each firm,
 - d. Specific additional information, if any, requested by the Selection Committee.
2. The Purchasing Division will coordinate the schedule of presentations with the Selection Committee and confirm attendance of members.
3. The Selection Committee will conduct a post presentation ranking and determine the overall top ranked offeror.
4. The Selection Committee may also reject all proposals and recommend the formal solicitation be reissued with or without revisions.

9.07 Award Recommendation

- A. Any and all award recommendations are contingent upon approvals and the completion of the purchasing process set forth in this PSPR Manual.

10.1 Sealed Competitive Bidding

- A. Sealed competitive bidding is the preferred method of procuring a good or service once the financial threshold is established. Award is made to the lowest responsive and responsible bidder and is based solely on the specifications set forth without negotiation or discussion with the vendor.
- B. All procedures related to competitive procurement and solicitation, including application of the Sunshine Law, Public Records and bid/proposal review and award announcements, shall be pursuant to Florida law and the provisions of this PSPR Manual.

10.2 Definitions

- A. *Responsive bidder*: A contractor, business entity or individual determined by the city to have submitted a bid or proposal that fully conforms in all material respects to the RFB/RFP and all of its requirements including form and substance.
- B. *Responsible bidder*: A contractor, business entity or individual determined by the city to be capable of meeting all of the requirements of the solicitation and subsequent contract. Must possess the capability, including financial and technical, to perform as contractually required. *Bidder* must be able to fully document the ability to provide good faith performance.
- C. *Term contract*: A formal contract (not a purchase order) issued for a specified time interval for specific items or service to be purchased for the duration of the contract. Each item on the term contract has a firm price or percentage discount which is known at the time of execution. Term contracts are used to meet a recognized and defined city requirement.

10.3 Procedure

- A. The Purchasing Division shall issue the RFB. A pre bid meeting may be held where vendor attendance may or may not be mandatory.
- B. The Purchasing Division shall solicit bids from responsible prospective vendors obtained from publications, recommendations from the user department/division, previous vendors, and by publication on the City website. The Purchasing Division shall attempt to secure at least three (3) bids in all cases.
- C. These same bidding requirements shall apply to all purchases including leases, non-professional services, general consulting and non-CCNA services.
- D. The city shall have the right to cancel any solicitation, reject all bids and/or authorize the entire transaction be rebid.

10.4 Bid Invitations

- A. Public notice of bid invitations shall be processed as set forth in Section 1.05 of this PSPR Manual and shall include posting at City Hall, on the City website and as otherwise required by law. The Purchasing Division may initiate additional publication by newspaper, trade publications, purchasing web sites, email or United States Mail to other

suppliers in order to generate competition by as many responders as possible.

10.5 Pre-Bid or Pre-Proposal Conference

- A. Pre-Bid/Pre-Proposal Conferences shall comply with the State of Florida Sunshine and Public Records Law. Reasonable notice of the date, time and place of the meeting shall be given. The meeting shall be recorded and minutes taken. The meeting records will be available to the public by public records request.
- B. A Pre-Bid/Pre-Proposal Conference shall be held whenever deemed appropriate by the Purchasing Division in coordination with the user department or division. The meeting may be mandatory or non-mandatory. The Purchasing Division representative (chair of the meeting), a representative of the user department or division (prepared to answer technical questions), staff with special expertise and any other assigned City staff may attend.
- C. An addendum or amendment will be issued by the city in response to a question or request for clarification raised by a prospective bidder before, after or during a pre-bid conference. The purchasing division also may initiate and issue an addendum or amendment to the bid documents at its discretion and for reasons it deems appropriate. Only written amendments or addenda that are published on the City website are valid. No oral comments made by any City staff member, consultant or other representative shall be or are binding. The blackout provisions of Sections 1.01 I. apply and will be enforced.

10.6 Issuance of Addenda or Amendments

- A. The term Amendment most often is used to describe a revision or change to the terms of a document. Addendum is most often used to describe a clarification to a provision in a document. Broader and different uses of both terms are also employed. The terms are used interchangeably in this PSPR Manual and the provisions of each issued shall prevail over like or referenced language in the original document. The following shall apply:
 - 1. No addendum shall be issued except by and through the City Purchasing Division.
 - 2. No Consultant to the City is authorized to and shall not issue an addendum.
 - 3. The purchasing Division shall consult with the user department prior to the processing of all addenda.
 - 4. The Purchasing Division shall post and all involved for the City shall expeditiously process all addenda.
- B. Prior to issuing an addendum, the Purchasing Division and the user department must always consider time remaining until the bid opening. The addendum should extend the opening date for a reasonable period of time, if necessary, to insure the greatest level of competition and fairness to all potential vendors.
- C. Bidders are responsible for receipt of all addenda and inclusion in the bid response. Bids may be rejected due to failure of vendors to respond to addenda. The Purchasing Division, however, has discretion to not consider an addendum material to a bid process and may consider a bid responsive without specific response to one or more addenda.

10.7 Disposition of Bids

- A. Bids and proposals shall be opened in public at the time and place stated in the public notice. No bids or proposals will be accepted or consider after the designated due date and time.

10.8 Late Bids

- A. Bids or proposals received after the specified date and time will be returned to the vendor unopened.
- B. Bids offered by telephone, fax or email will not be accepted. Bidders are responsible for physical delivery of bid documents to the City Clerk's Office.

10.9 Site Visits

- A. It may be a requirement for bidders to inspect the proposed work location prior to bidding. The user department will be available (by appointment) to direct bidders to the general work areas. Bidders are required to contact the Purchasing Division and set up an appointment for each site visit. Contact information is provided in bid documents.

10.10 Award of Bids

- A. The city shall consider other factors, in addition to price, when determining the lowest responsive and responsible bidder. These factors include but are not limited to:
 - 1. The ability, capacity, equipment and skill of the bidder to perform the contract.
 - 2. Established ability of the bidder to perform the contract within the time specified.
 - 3. The integrity, reputation, experience and proven efficiency of the bidder.
 - 4. The quality of performance of previous contracts.
 - 5. History of compliance by the bidder with laws and ordinances relating to contracts.
 - 6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
 - 7. The quality, availability and adaptability of product or contractual services to the particular required purpose.
 - 8. The ability of the bidder to provide future maintenance and service at a fair price and on a timely basis.
 - 9. The number and scope of conditions incorporated in the bid.
 - 10. Experience specific to that of the solicitation.
- B. Request for Bid (RFB) is the least formal review process and the award of the contract is

to the lowest priced, responsive and responsible bidder. The Purchasing Division will coordinate with the user department or division to determine if the lowest price bid is responsive (i.e., complies with city specifications). If the lowest priced bid is found non-responsive, then the next low bidder will be evaluated and so on until a responsive request for bids (RFB) contractor is identified. The city always reserves the right to reject all bids, rebid and/or cancel the project.

- C. The Purchasing Division reserves the right to challenge all award recommendations of all user departments or divisions.
- D. The user department or division shall assist the Purchasing Division at all stages of the process and no award shall be final until issuance of a purchase order.

10.11 Waiver of Minor Informalities

- A. The Purchasing Division shall have the authority to waive any and all immaterial deficiencies in any and all formal bids. The waiver and the reasons supporting the waiver shall be in writing and approved by the Purchasing Division, City Manager, or designee.

11.01 Invitation to Negotiate

- A. There may be occasions when the user department and the Purchasing Division are in agreement that the city does not possess the information, expertise or sufficiently clear concept of the method, goods or services to best accomplish a defined goal or where the goal may be defined but the City Manager determines that it is in the best interest of the city to conduct negotiations with several qualified vendors to result in the best result by a combination of vendors or other approach to meet city requirements. The RFB, RFP or other processes routinely utilized by the city in procurement matters, as set forth in this PSPR Manual, may also, or separately, be found by the City Manager to be too restrictive by, for example, limiting the city to one vendor and, therefore, unduly restricting flexibility in accessing market rates over the life of an agreement.
- B. An ITN is an option available to City staff only at the direction of the City Manager after finding the RFB and other procurement methods set forth in this PSPR do not serve the best interests of the city.
- C. Each ITN purchasing document will be drafted, composed, prepared, advertised and responses evaluated consistent with the facts and circumstances that led to the selection of the ITN process, as discussed in sections A. and B., supra., and responses reviewed and evaluated as set forth and described in the ITN.

12.01 Definitions

- A. The following words, terms and phrases used in connection with the design-build process shall have the meanings ascribed in this section except where the context clearly indicates a different meaning:
1. A "design criteria package" means concise and performance-oriented drawings or specifications of a public construction project. The purpose of using a design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to the city request for proposal or to permit the city to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts, conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal and parking requirements.
 2. A "design criteria professional" means a firm holding a current certificate of registration under 481, F.S., to practice architecture or landscape architecture or firm holding a current certificate under 471, F.S. to practice.
 3. A "design-build contract" means a single contract with an individual or design-build firm for the design and construction of a public construction project.
 4. A "design-build firm" means an individual, partnership, corporation or other legal entity that:
 - a. Is certified under 489.119, F.S., to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under 471.023, F.S. to practice or to offer to practice engineering; certified under 481.219, F.S. to practice or to offer to practice architecture; or certified under 481.319, F.S. to practice or to offer to practice landscape architecture.
 5. "Firm" means any individual, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering or surveying and mapping in the state.
 6. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping as defined by the laws of the state or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.

12.02 General

Regardless of the method utilized under the design-build process, the following shall apply:

1. **Non-exclusion of Public.** The public shall not be excluded from any proceedings under these regulations. Reasonable notice of the date, time and place of the meeting must be given. The meeting shall be recorded and minutes taken. The meeting recordings shall be available for public review by public records request.
2. **Reuse of Existing Plans.** Notwithstanding any other provision of these regulations pertaining to the design-build process, there shall be no public notice requirement or utilization of the selection process as provided in these regulations for projects in which the city is able to reuse existing plans from a prior project of the city provided, however, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of State statutes.
3. **Conflict.** To the extent of any conflicts between the procedures provided herein and the Consultants Competitive Negotiations Act, the provisions of the Consultants Competitive Negotiations Act shall prevail.

12.03 Competitive Proposal Selection Process

- A. Procedures for the use of a competitive proposal selection must include at least the following:
 1. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of the public construction project. If the city elects to enter into a professional services contract for the preparation of the design criteria package, the design criteria professional must be selected and contracted with under the requirements of this PSPR Manual. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.*
 2. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the requesting Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager, or designee will be formed. The purposes of the Selection Committee include the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of design-build firms.
 3. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare the criteria, procedures, and standards for the evaluation of design-build contract proposals or bids based on, at a minimum, price, technical and design aspects of the public construction project. The criteria, procedures and standards should be set forth as evaluation guidelines as the evaluating matrix for the RFP or RFQ and include a weighted value assigned to each important aspect of the project.
 4. **Qualification and Selection.** The qualification and selection of no fewer than three design-build firms as the most qualified shall be made, based on, at a minimum, the qualifications, availability and past work of the firms including the partners or members thereof.

5. **Public Announcement.** In accordance with 255.0525(2), F.S., The solicitation of competitive bids or proposals for any construction project that is projected to cost more than \$200,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any city construction project that is projected to cost more than \$500,000, or the then established statutory threshold, shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date and time established in the bid or proposal advertisement.
6. **Solicitation.** The solicitation of competitive proposals shall be made pursuant to the design criteria package from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
7. **Evaluation.** The employed or retained design criteria professional shall be consulted concerning the evaluation of the responses submitted by the design-build firms, the approval of the detailed working drawings of the project and for evaluation of compliance of project construction with design criteria package.

12.04 Qualifications-Based Selection Process

- A. The following procedures, at a minimum, shall apply for the use of the qualifications-based selection process:
 1. **Selection of City Representative.** In accordance with 287.055(9)(c), F.S., the city shall employ or retain a licensed design professional appropriate to the project to serve as the city representative
 2. **Design Criteria Package.** A design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the city for the design and construction of public construction project if required by 255, F.S. If the city elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections 287.055(4) and (5), F.S. *A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design build contract executed pursuant to the design criteria package.*
 3. **Creation of a Committee.** For each design-build project for which an RFP or RFQ is to be solicited, a design-build selection committee, consisting of the Department Director or designee, the Purchasing Division representative and/or any other person(s) as requested by the City Manager or designee (Selection Committee), shall be established. The purpose of the Selection Committee includes the review of the design-build proposal, qualifying the design-build firms and recommending an award and/or providing a short-list of the design-build firms.

4. **Preparation of Evaluation Guidelines and Evaluating Matrix.** Prior to solicitation, the Selection Committee shall prepare evaluation guidelines and an evaluating matrix for the RFQ which will be part of each solicitation. A weighted value will be assigned to each important aspect of the project. At a minimum, the following factors shall be considered: (a) design form and function, (b) general experience or capabilities of the professional firms to be involved, (c) experience or adequacy of the professional personal within a firm who will be part of the firm team, (d) technical aspects of all members of a vendor team, (e) other relevant aspects of the project such as whether a firm is willing to meet time and budget requirements, past experience of all members of a team, location, recent workloads of the firm, current workloads of the firm, projected workloads of the firm, past performance and the volume of work previously awarded to each firm, (f) specific experience with similar projects, (g) scheduling of the project, (h) total package conformity, (i) consideration as to whether the firm is a certified minority business enterprise in accordance with 287.055(3)(d), F.S. Other criteria may be included.
5. **Public Announcement.** The city shall publicly announce its request for qualifications and such public notice shall include a general description of the project and indicate how interested firms may apply for consideration. The city shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in 287.017, F.S. for CATEGORY V or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in 287.017, F.S. for CATEGORY II, except in cases of valid public emergencies certified by the City Manager. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.
6. **Certification.** Any firm or individual desiring to provide professional services to the city must first be certified by the city as fully qualified to render the required services pursuant to law and the regulations of the city. Among the factors to be considered in making this determination include the capabilities, adequacy of personnel, past record, and experience of the firm or individual and such other factors determined by the city to be applicable to the project. If a firm which is not currently certified, or is not certified for a project under consideration, applies for consideration, the firm shall make a statement of qualification and performance data and any other information deemed relevant by the firm or the city on such form required by the city. A determination of whether the firm is to be certified shall then be made by the city.
7. **Competitive Selection.**
 - a. The Selection Committee shall evaluate current statements of qualifications and performance data on file with the city together with those that may be submitted by other firms regarding the proposed project and shall conduct discussions which may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project and ability to furnish the required services.
 - b. The Selection Committee shall select in order of preference no fewer than three firms (unless there be fewer than three qualified firms requesting consideration) deemed to be the most highly qualified which shall then be the recommendation to the City Commission. The City Commission may accept the recommendation of

the Selection Committee or make its own determination, as provided for herein, and select in order of preference no fewer than three firms deemed to be the most highly qualified and authorize negotiations in accordance with the paragraph entitled 8 Competitive Negotiation.

- c. In making its determination of no fewer than three firms deemed to be the most highly qualified and order of preference, the Selection Committee/City Commission, shall use grading sheets to assign a weighted value to the various items of each response submitted based on the evaluation matrix. The results thereof are to be tabulated and totaled. The three (3) highest scoring respondents or whatever number is decided, will be notified by the Purchasing Division of the selection. Further inquiry of respondents may occur for purposes of explaining or clarifying particular areas of responses. The city may request, accept and consider proposals for the compensation to be paid under the contract during competitive negotiations as set forth paragraph 8 entitled Competitive Negotiations.
8. **Competitive Negotiations.** Approval to hold contract negotiations with the highest ranking respondent shall be made by the City Commission. The city shall negotiate a contract with the most qualified firm for professional services at compensation which the city determines is fair, competitive and reasonable. In making such determination, the city shall conduct a detailed analysis of the cost of the professional services required in addition to considering scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017, F.S. for CATEGORY IV, the city shall require the firm receiving the award to execute a truth-in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the city determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract. Should the city be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the city determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the city must terminate negotiations. The city shall then undertake negotiations with the third most qualified firm. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in the order of their competence and qualification and continue negotiations. The city reserves the right to reject all proposals at any time and issue a new RFQ, modify or cancel the project.

13.01 Contracts for Professional Services

- A. Contracts for professional services as defined in 287.055, F.S. are required to be processed in accordance with the guidelines established in the statute for competitive negotiation for the acquisition of professional engineering, architecture, landscape architecture or registered surveying and mapping services. It is important to remember 287.055 (a), F.S. only applies to the specifically named professional services.

13.02 Responsibility for Specifications

- A. The user department or division will notify the Purchasing Division of the need for professional services. The Purchasing Division will ascertain if the project to be performed meets the requirements set forth for Professional Services acquisition and advise the user department of the process to follow.
- B. The user department shall develop the specifications and/or scope of work, evaluation criteria, scoring allocation/weights and a list of proposed Selection Committee Members. The Purchasing Division will coordinate review of the information submitted by the user department and develop a RFQ/RFP, including recommended Selection Committee Members, and submit the package to the City Manager or designee for approval or modification.

13.03 Selection Committee

- A. Members of a Selection Committee are to be selected and shall include representatives from the user department or division, other department/division(s) involved and any other individual(s) with specialized expertise. A representative of the Purchasing Division shall chair the committee as a non-voting member. The Selection Committee will consist of an odd number, not less than three members, and not exceed five (5) members, except in special circumstances pre-approved by the City Manager or designee.
- B. The members of the Selection Committee shall be identified prior to the solicitation issuance.
- C. Selection Committee shall have a clear understanding of responsibilities while serving.
- D. The evaluation process is a key function in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be available, unless excluded by the City Manager, for all stages of the evaluation process including demonstrations and presentations.
- E. Selection Committee and all other meetings during the evaluation period prior to final selections must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting minutes and other public record shall be available by public records request to the office of the Deputy City Clerk.
- F. A copy of the RFQ should be provided to each member of the Selection Committee prior to the issuance of the solicitation. If this is not possible, each member shall receive a copy upon issuance.

13.04 Procedures

- A. The Request for Qualifications (RFQ) will be issued upon signed approval by the City Manager or designee.
- B. Communication is prohibited, whether direct or indirect, regarding the subject matter or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official, selection committee member, or representative of the city, from the issuance of the specifications until the Commission makes the award. Communications initiated by a respondent may be grounds for disqualifying the offender from consideration for of the then current RFQ award or any future formal solicitation. The only exceptions to the foregoing rule are: (1) an invitation to give an oral presentation to the selection committee is issued by the city; (2) questions relative to interpretation of specifications or the formal solicitation process which shall be addressed to the Purchasing Division, in writing, via fax or email to the number and email address published in the issued RFQ. No questions will be answered seven (7) or fewer business days from the date and time of the public opening, see Section 1.01 I. **Blackout Period.**
- C. Written Questions referred to as exception (2) in the foregoing paragraph and the response of the city will be posted on the City of Alachua Website. All responders or others interested in the RFQ process may and are encouraged to go to the City website, then to Administrative Services, click on Purchasing Division and then Current List of RFQ, RFP, RFB. All additional information concerning any RFQ will be published on the website and all proposers are charged with the responsibility of visiting the website as often as the judgment of each dictates.
- D. Responses will be received at the City Hall reception desk and date/time stamped in until the date and time specified in the RFQ document. The sealed responses will be delivered by the receptionist to the Purchasing Division each day before the close of business where they will remain sealed until all are opened as described below. Responses received after the deadline will be returned and not considered for further evaluation. The Purchasing Division will close receipt of responses at the date and time advertised in the RFQ. All responses will be opened in a public meeting as advertised, separated and categorized as "Responsive" or "Not Responsive". The not responsive submittals will be returned to the responder with written reason(s) for the rejection. The Purchasing Division will, within three (3) business days of the opening date, publish a list of complete and responsive submittals on the City website. The Purchasing Division (City) reserves the right to notify responders of minor, ministerial errors or inadequacies and accept supplemental or corrective information in order for an otherwise conforming submittal to be qualified as responsive. The object is to generate the most competition to provide the best opportunity for more suppliers to participate and to generate the result in the best interest of the public.
- E. Responsive submittals will be distributed by the Purchasing Division to the Selection Committee members along with a copy of the **Selection Committee Guidelines** and schedule. The committee members will execute the Evaluator Statement of Independence and **Non-Conflict of Interest Form.**
- F. The Purchasing Division will provide the committee members with all the necessary forms for the evaluation process. The Purchasing Division will monitor the evaluation process

and provide guidance at the start of each formal evaluation. It is the responsibility of each member to request guidance from the appropriate Purchasing Division member if there is any question about the process or procedure to be followed. Advice or consultation with other committee members concerning the submittals is prohibited to insure the independent evaluation of each proposal. All forms are to be properly completed by each committee member and include appropriate comments to support recommendation(s).

- G. Selection Committee members shall review the responses and independently score each for each criteria. These scores will be used to individually rank the responses.
- H. A summary of total scores for all vendors shall be prepared after all members of the Selection Committee have reviewed and individually evaluated the responses. This will occur during a publicly noticed Selection Committee meeting.
- I. A copy of all evaluation forms and notes (and the committee's consensus score) will be maintained by the Deputy City Clerk as part of the official file.
- J. A selection of at least three consultant firms deemed most qualified (short list) may be required to provide an oral presentation to the Selection Committee regarding their qualifications, approach and ability to furnish the required services. Oral presentations will be required if less than three qualified responses are received.
- K. The city shall have the right to cancel a solicitation and/or reject all responses and authorize the entire matter to be resolicited or canceled.

13.05 Public Presentations

- A. Public presentations and all public meetings shall be conducted in accordance with 286.0113, F.S. (public meeting) and notice published as set forth in this PSPR Manual.
- B. Purchasing staff must ensure compliance with the following process if a Public Presentation is required (short list established):
 - 1. Notify the contractors/consultants by fax or e-mail. The notification shall include details including but not limited to:
 - a. Date, time and schedule.
 - b. Location of the meeting.
 - c. Time allotted for each firm.
 - d. Additional information if requested by the Selection Committee.
 - 2. Purchasing staff will coordinate the schedule of public presentations with the Selection Committee and confirm attendance of members.
 - 3. The Selection Committee will conduct a post presentation public meeting and determine the final ranking.
 - 4. The Selection Committee may also, in the best interests of the city, recommend to the City Manager or designee that:

- A. All proposals be rejected and the RFQ be cancelled.
- B. All or any number of the proposals be rejected.
- C. The RFQ be reissued with or without new or revised specifications.

13.06 Contract Recommendations to City Commission of Firms

- A. Contracts in amounts requiring City Commission approval shall be presented by the Purchasing Division or user department to the Commission in the usual course of business. Contracts that do not meet the Commission authority threshold shall be processed as required by these regulations.

13.07 Negotiations (Continuing Contracts and Single Project Agreements)

- A. The Purchasing Division shall coordinate the negotiation of contracts with as many responders as are deemed qualified in the case of, for example, continuing contracts for engineering services. All negotiations are to be conducted in accordance with 287, F.S.
- B. Negotiations, in the situation where one consultant for a single project is the case, shall be conducted as provided for in 287, F.S.
- C. Negotiations shall proceed with the most qualified firm to establish compensation which the city determines is fair, competitive and reasonable considering the scope, complexity and cost of like services in the market place.
- D. Negotiations must comply with 287.055(5) and 286.0113, F.S. Should the city be unable to negotiate a satisfactory contract with the top ranked firm, negotiations with that firm must be formally terminated. The city shall then undertake negotiations with the second ranked firm. Failing accord with the second ranked firm, the city must terminate negotiations. The city shall then undertake negotiations with the third ranked firm.
- E. Should the city be unable to negotiate a satisfactory contract with any of the selected firms, the city shall select additional firms in order of their competence and qualification and continue negotiations in accordance with the prior requirements until an agreement is reached.
- F. **Professional services less than the thresholds in 287.055(4)(c), F.S. shall be processed in accordance with Section 1 of this PSPR Manual.**

14.01 General Guidelines

- A. Contracts for the performance of services in connection with annual financial audits shall be procured in accordance with the provisions of 218.391, F.S.
- B. The City Commission shall establish an auditor selection committee. The primary purpose of the auditor selection committee is to assist the city in selecting an auditor to conduct the annual financial audit required in 218.39, F.S. The public shall not be excluded from the proceedings under this section and all meetings of the committee shall be held in accordance with 286, F.S.
- C. Per Chapter 218.39 F.S. no employee of the city may serve on the auditor selection committee; however employees may serve as an advisor.
- D. The audit committee shall:
 - 1. Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under 473, F.S., and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services and such other factors as may be determined by the committee to be applicable.
 - 2. Publicly announce Request for Proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
 - 3. Provide interested firms with the Request for Proposal document. The RFP shall include information on how proposals will be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
 - 4. Evaluate proposals provided by qualified firms. If compensation is one of the factors established, it shall not be the sole or predominant factor used to evaluate proposals.
 - 5. Rank and recommend to the City Commission in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established. If fewer than three firms respond to the RFP, the committee shall recommend such firms it deems qualified.

14.02 Selection Committee

- A. Members of the auditor selection committee shall be appointed by the City Commission.
- B. The evaluation process is key in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner. Committee members must be flexible and available for all meetings during the evaluation process particularly including demonstrations and presentations.
- C. All meetings during the evaluation period must comply with the State of Florida Sunshine and Public Record Laws. Reasonable notice of the date, time and place of the meeting

must be given. The meeting shall be recorded and minutes prepared. The meeting recordings shall be available to the public.

- D. The method used by the city to select a firm recommended by the auditor selection committee must ensure that the agreed upon compensation is reasonable to satisfy the requirements of 218.39, F.S. and the needs of the governing body.

14.03 Procedure

- A. The City Manager may initiate or the Finance and Administrative Services (FAS) Director may request that the City Manager initiate the Auditor Selection Process pursuant to 218.391, F.S.
- B. Upon request of the auditor selection committee the FAS Director, shall begin the formal solicitation process called for in 218.39, F.S.
- C. The chair shall call and notice a public meeting of the audit committee to meet the committee responsibility as set forth in this Section 14 of this PSPR Manual and as proscribed by 218.391, F.S.
- D. Each member of the auditor selection committee will be provided a copy of 218.391, F.S. by the committee chair. The committee will be supported by members of city staff as the need requires and the records of the auditor selection committee shall be maintained separately by the FAS Director but as a part of those retained by the FAS Department. The Purchasing Division will also retain a file of that division's related activity as will the Deputy City Clerk and all other departments as required by 119, F.S.
- E. All meetings and process of the auditor selection committee are subject to the provisions of 286 and 119, F.S. and members of the committee shall individually consult with the Office of the Deputy City Clerk for necessary information or guidance to assure compliance.
- F. The Request for Proposals developed by the auditor selection committee will be prepared and advertised and processed in accordance with 218, F.S. and this PSPR Manual. Chapter 218, F.S. preempts and controls in the event of conflict with the provisions of this PSPR Manual or other city policies, procedures or ordinances.
- G. The FAS Director shall prepare and present to the City Commission the ranking and recommendation of the audit committee.
- H. The City Commission will select a firm from those recommended by the committee and authorize the City Manager to negotiate a contract not using compensation as the sole or predominant factor. The provisions of 218 F.S. will be followed if negotiation with the first ranked firm does not result in a satisfactory contract.
 - 1. An engagement letter, signed and executed by both parties, shall constitute a written contract. The written contract shall, at a minimum, include the following:
 - a. A provision specifying the services to be provided and fees or other compensation for such services.

- b. A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
 - c. A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- 2. Written contracts entered into may be renewed as provided for herein. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
- I. Execution of an approved contract will proceed and be implemented in accordance with this PSPR Manual.

15.01 Bonds

- A. A Bond provides a financial guarantee that the vendor will perform as specified in the bid or subsequent contract. Bonds provide assurance for the city as well as for suppliers of labor and material. Chapter 255, F.S. sets forth the threshold and requirements for the posting of bonds. Care in applying the provisions of 255, F.S. must be taken in that only certain standards apply to municipalities.
1. A performance bond is a contract of guarantee, executed subsequent to award by a successful bidder/offeror, to protect the city from loss due to the bidder's failure to complete the contract as agreed.
 2. Payment bond assures the payment of sub-contractors and materials suppliers.
 3. A maintenance bond assures that the contractor will perform those services required by the contract regarding warranty and guarantee of the project.
 4. Both Payment and Performance Bonds must be in the amount of at least one hundred percent (100%) of the contract price.
 5. Occasionally, and always in the case of construction contracts above the threshold established in 255, F.S., payment, performance and maintenance bonds are required.

15.02 Bid Security

- A. Bids and Contracts below the threshold established in 255, F.S., at the discretion of the City Manager, include bond requirements. The Purchasing Division shall, after consultation with the user department, make a specific recommendation concerning bid and/or contract security. All bonds when required, shall be accompanied by either a bid bond executed by a surety company meeting the qualification as specified in the bid documents or money order, certified check, cashier check of any national or state bank (United States) payable to the City of Alachua and conditioned upon the successful bidder executing the contract and providing the required bonds and evidence of required insurance within a reasonable amount of time after notification of award of the contract. **A personal check or a company check of a bidder shall not be deemed a valid bid security.** The bid bond of a successful bidder shall be forfeited to the city to compensate for the cost and expense incurred should that bidder fail to execute the contract, provide the required bonds and certificate(s) of insurance and/or fail to comply with any other requirements set forth in the bid documents. Bid securities of unsuccessful bidders will be returned after award, execution of a contract with the successful bidder and issuance of the Purchase Order.

15.03 Protest Procedures

- A. Protest procedures and the related City of Alachua dispute resolution process are as further set out in Section 19 of this PSPR Manual.

15.04 Insurance

- A. Insurance protecting the city against liability, property damage and contractual risks is

- B. essential. Such requirements do add to the initial costs of any project but the reduction of risks involved far outweighs the cost. Workers compensation, property damage, general liability and automotive property damage & liability are required. Additional coverage, such as professional liability, may be required depending upon the nature of the contract.
- C. The Purchasing Division is responsible for determining, in consultation with the Department of Compliance and Risk Management, that insurance requirements are determined and included in solicitation documents.

15.05 Indemnification Statement

- A. A standard statement of indemnification of the city by the vendor for any loss caused by the vendor and/or products and/or services provided will be included in all solicitation documents.

16.01 General Guidelines

- A. The city shall have the option to utilize Sales Tax Recovery (Saving) for construction projects, renovation projects or other purchases as needed to take advantage of the city sales tax exemption status. The use of Sales Tax Recovery will be reserved to the city and nothing herein shall prohibit the city from deleting items within the RFB, or awarded contract and purchasing items directly from a supplier to avoid sales tax being paid by the city as a part of a contractor's bid price.
- B. The city may utilize the awarded Vendor's suppliers and place Purchase Orders for the purchase of the supplies needed by the awarded Vendor without further competition. The contractor shall take receipt of and utilize the supplies on the awarded project. The city shall pay all invoices associated with the Purchase Orders and deduct the invoice cost plus the sales tax from the contract amount.
- C. It is recognized that contractors add an administrative "mark up" to the base cost of materials to cover the cost of ordering, managing delivery, storing product on site and coordinating all of the foregoing as a part of maintaining the job schedule. Therefore, the city direct purchase option normally will be utilized only in large projects. The option concerning utilization of the process will be reserved by the city whether or not announced to proposers as a part of the solicitation process.

16.02 Ordering

- A. The city may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component which may include equipment, materials and supplies contained within the bid. The items selected may, at the discretion of the city, be purchased directly from vendors the contractor used to submit the bid to the city and made a part of the construction contract executed with the city. The contractor shall fully cooperate with the city, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries and approving invoices.
- B. The city will issue a purchase order to the material supplier for the component selected for owner direct purchase (ODP). The purchase order will be sent to the contractor, who shall verify that the order was issued correctly and, if so, send to the material supplier. However, the city shall have discretion to direct the contractor to return the reviewed PO to the city so the city can make the purchase. A document that itemizes the products being ordered must be obtained by the requesting department when the city uses a PCard as the form of payment.
- C. The contract will be reduced by the amount of the owner direct purchase invoice and sales tax savings. The contractor administrative mark up described in 16.01 C will be added to the contract price. The entire transaction must be processed as a Change Order when a contract is in place or by an agreement between the parties during the post bid or proposal stage.

16.03 Expediting

- A. The contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule. The city shall share this responsibility in cases where the city delivers the PO to the supplier.

16.04 Receipt

- A. The contractor shall sign for and receive all materials retaining packing slips and delivery tickets for all materials delivered for the project. All documentation shall be timely delivered to the contractor and subcontractors shall be responsible for the safe care, custody and control of all materials under all circumstances.
- B. All action by a subcontractor in connection with the receipt, care and custody of materials and products shall be as a subcontractor to the contractor and not acting as an agent of the City of Alachua.

16.05 Billing/Payments

- A. All ODPs shall be billed to the city in care of the contractor.
- B. The contractor shall check all invoices for accuracy and completeness when received. The contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
- C. Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the city.
- D. The contractor shall prepare a direct purchase report for the city upon submittal of each pay request.

16.06 Other Considerations

- A. The city shall have title to all items for which payment has been made.
- B. The selection of ODP does not relieve the contractor of liability for that item as related to the quantity ordered, the maintenance and care of the item when delivered or the installation or incorporation of the item in the work to be performed in accordance with the contract documents. The contractor shall maintain products liability insurance which shall include ODP items.
- C. The city shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with this and all provisions.
- D. The city will comply with all statutory and administrative rules and regulations imposed by the Florida Department of Revenue in order to maintain a compliant direct purchase program. To the extent required by Florida law, the risk of loss with respect to product delivered shall be on the owner but the city may, to the extent allowed by Florida law, require that the contractor and its subcontractors indemnify and hold harmless the city for any loss to products delivered as a result of contractor breach of contract or negligence. The city may also require the scope of services in the contract include services of the contractor or its subcontractors concerning scheduling, acceptance of products delivered, storage, sequencing of delivery and incorporation of products in the project. None of the provisions in this section shall be interpreted to provide any procedure for ODP different from the procedures required by the Florida Department of Revenue except to the extent a DOR procedure can be shown to be in contravention of Florida law.

17.01 Purpose

- A. To establish procedures for the transfer and disposal of surplus real and personal property, maximize return on surplus property and eliminate the risk and cost of maintaining property of negative value.

17.02 Authority and Required Authorization

A. Personal Property

- 1. The City Manager shall have authority to and must authorize the declaration and the manner of disposal of all individual items of surplus personal property up to and including a book value of \$50,000.
- 2. The City Commission shall retain exclusive authority to declare and determine the manner of disposal of all individual items of surplus personal property with a book value of more than \$50,000.

B. Real Property

- 1. City Commission approval is required to authorize the declaration of any real property as surplus and the City Commission will determine and direct the City Manager if, when and by what method sale or other disposition of such surplus property will occur.
- 2. The City Manager is specifically authorized to discuss and negotiate the sale or other transfer of city real property with interested parties, be they private, government entities, not for profit or other. All such discussions, negotiations or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.

17.03 Classification of Surplus Property

- A. **Excess** – Materials, supplies or other property owned by the city that are not required or can no longer be used but have value.
- B. **Obsolete** – Materials, supplies and other property that are out of date, no longer in use or otherwise effectively not usable.
- C. **Scrap** – Damaged, defective or deteriorated to the extent there is no value except for basic material content.
- D. **Junk** - No value and there may be a disposal cost.
- E. **Negative Value** - Real or personal property the value, if any, is less than the associated carrying cost or liability of continued ownership by the city. Real property when the City Manager determines there is no foreseeable beneficial use by the city and the property presents exposure to third party liability and continuing maintenance costs is one example.

17.04 Procedure

- A. Departments are to provide the Purchasing Division, at least annually as part of the budget process, an itemized list of surplus property including its condition, unique features and estimated value (can be \$0).
 - 1. The Department Director shall exercise good judgment throughout the budget year and, when appropriate in the interest of the city, report by email to the Purchasing Division any property meeting the classification of surplus so that property can be placed in use in another department, the return by disposal can be maximized or that carrying cost and liability exposure can be eliminated.
- B. The Purchasing Division will first attempt to reallocate surplus to any department where it can be utilized. Items not reallocated will be listed by Section 17.02 classifications category by estimated value and submitted to the City Manager along with a recommendation for disposition.
- C. The city may negotiate a sale or donation of surplus property to another governmental unit in Florida or a private non-profit agency as defined in 273.01(3), F.S.
- D. City employees will not have the opportunity to purchase surplus goods outside of a public auction or sealed bid process.
- E. No cash will be accepted for the sale of city property. Purchasing will retain a copy of all checks for sale proceeds along with an itemized list of all sale proceeds in a separate surplus file. Sale proceed checks will be hand delivered to the Finance Department and documented by an email, copy to the City Manager, including a summary of the disposal method, itemized list of items sold and amount received for each.

17.05 Annual Report of Surplus Property

- A. The City Manager shall annually report surplus real and personal property in excess of \$50,000 and its disposition to the City Commission as part of the annual budget process.

18.01 General Policy

- A. Title (ownership) - The ownership/title of real property is a matter solely within the discretion and authority of the City Commission. No parcel of real property may be acquired, encumbered or transferred without City Commission approval, except as provided for in B and C. of this section.
- B. Easements and other non-fee title interests - The City Manager is authorized to and may delegate responsibility for accepting interests in the property of others, such as public utility easements, as are necessary in the normal course of municipal business.
- C. Fee – Title interests to city as set forth on any plat approved by the City Commission, any city approved site plan or as a part of establishing, maintaining or enhancing any city public utility are exempt from the requirement for individualized approval by the City Commission as they are deemed a part of the normal course of city business, a specific example is taking title by deed to a lift station site.
 - 1. The City Manager may sign any such instrument as “accepting” for the city.

18.02 Acquisition

- A. The City Commission may direct the City Manager to initiate discussions or negotiate for the city acquisition of certain real property or properties.
- B. The City Manager is specifically authorized to initiate or respond to inquiries concerning the city acquisition or sale of real property when the City Manager determines such discussions are necessary to develop or formulate recommendations to the City Commission. All such negotiations, discussions or agreements shall be announced to be and are subject to the presentation to and the approval of the City Commission.
- C. The specific method of determining the price to be paid for the negotiated acquisition of a real estate parcel or interest and any proposed contract shall be developed by the City Manager and presented to the City Commission for approval.
 - 1. The City Attorney or another attorney appointed pursuant to the provisions of this PSPR Manual, shall prepare or approve the purchase and sale contract and represent the city, after City Commission approval, through the closing of acquisition.
 - 2. Easements and other Non Fee Title interests, as described in 18.01 B., may be approved by The Compliance and Risk Management Department and accepted by the city in the normal course of municipal business.
 - 3. The provisions of Florida Statute Section 166.045, as amended, shall apply in the event the city elects utilization of the Public Records exemption from Section 119.07 (1) of Florida Statutes.

19.01 General Guidelines

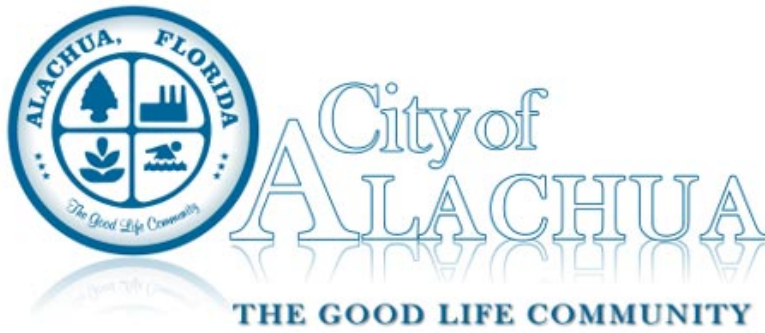
- A. The City of Alachua is committed to a prompt and fair handling of all complaints and disputes with the business community and adopts the following protest procedures:
- B. Concerns and questions of new and established vendors doing business with the city can and should be addressed during the initial phase of each new business event. All vendors are required to recognize that solicitations issued by the city pursuant to Sections 9, 10, 12, 13, and 14 include a process for the submission of clarifying questions from any interested party and that the questions and city responses are published on the City website so that the public, including any interested party, has uniform access to all the same information.
- C. The following matters are not subject to protest:
 - 1. The city has the sole discretion to set weighted solicitation evaluation criteria including adopting its formula for evaluation. No protest will be accepted or considered challenging the city discretion concerning such criteria or evaluation formula.
 - 2. The city has the sole discretion, and no protest will be accepted or considered, challenging a city decision to cancel or renew any procurement or sale process, up to and until a contract is fully executed.
- D. Any required notice of intended decision with respect to contract award, suspension or other action shall set forth the following statement:
 - 1. FAILURE TO FOLLOW PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES ESTABLISHED BY THE CITY OF ALACHUA, FLORIDA, SHALL CONSTITUTE A WAIVER OF PROTEST AND ALL CLAIMS.
- E. Right to Protest
 - 1. Any actual or prospective bidder, proposer, vendor or person who is directly and adversely affected in connection with the solicitation process or a contract award may protest to the City Manager's office.
 - a. POSTING: The Purchasing Division shall post notice of all solicitations and related awards pursuant to Sections 9, 10, 12, 13 and 14, for review by the General Public on the Public Notice Board at City Hall and a copy of the notice and the solicitation documents will be published on the City website.
 - b. All vendors who submit a response pursuant to Sections 9, 10, 12, 13 and 14 will also be notified by email or as otherwise provided for in the solicitation document.
 - c. FORMAL WRITTEN PROTEST: Any person adversely affected by an intended decision or action with respect to the award of any formal solicitation or any other procurement or sale issue must file with the City Manager's office a written notice of protest within seven (7) calendar days (refer to Section 19.01, H for when the seven [7] days begins) of the

complained of city action. Such protest shall be in writing, must contain, in detail, the information set forth in this paragraph C of Section 19.01, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check or other security acceptable to the city, in the amount of five percent (5%) of any protested contract amount, or, if the amount of the contract award cannot be reasonably determined, One Thousand Two Hundred Fifty Dollars (\$1,250.00). The city, at discretion of the City Manager, may require a protest security in an amount greater than One Thousand Two Hundred Fifty Dollars (\$1,250.00) not to exceed One Hundred Thousand Dollars (\$100,000.00) when the One Thousand Two Hundred Fifty Dollars (\$1,250.00) is found by the City Manager to be clearly inadequate under the facts presented. If the city increases the security amount, the protester shall have seven (7) additional calendar days in which to pay to the city in the form of a cashier's check or other security acceptable to the city, the difference between the filing requirement of One Thousand Two Hundred Fifty Dollars (\$1,250.00) and the new amount of security established by the city. The bond or other security will be refunded in full if the protest is sustained in its entirety. However, should the protest not be sustained in its entirety, the bond or other security shall be returned less all fees, expenses, damages, costs and charges incurred by the city directly related to the not sustained component, basis, or claim by any other name or description. Failure to timely post the additional amount of security shall be deemed a waiver of the right to maintain the protest. Failure to submit the security with the protest shall be a waiver of the protest, is a jurisdictional deficiency and bars the right of the protester to maintain the protest.

- F. Any grounds not stated in a protest are waived.
- G. PROTEST MEETING: The Assistant City Manager or designee will notify and schedule a protest meeting. The meeting shall be scheduled with the protesting party within ten (10) working days (excluding Fridays, Saturdays, Sundays and city holidays) of receipt of the formal written protest. The purpose of the protest meeting is: 1) to explore and review the basis of the protest; 2) to evaluate the facts and merits of the protest; 3) if possible, to reach a solution of the protest that is acceptable to each affected party.
- H. In the event the protest cannot be resolved by mutual agreement, the Assistant City Manager or designee shall refer the protest to the City Manager within five (5) working days of the protest meeting with a recommendation, in writing, for resolution/disposition of the protest. The City Manager may conduct an evidentiary hearing. The City Manager shall have the discretion to conduct a review and make an attempt to resolve the issue in a manner agreeable to all parties. The City Manager will issue a written decision rejecting or affirming the protest within ten (10) working days after receipt of the referral, date of the hearing or the review, whichever is later. The decision of the City Manager is final and binding in Categories G. 1-4 and G. 6-7 of Section 1.01. However, the protestor shall have the right to address the City Commission at a public meeting in cases where the city business at issue requires City Commission approval (Section 1.01, G.5.) The protestor is responsible for submitting a timely request to appear on the next available City Commission regular meeting agenda as determined by the City Manager. The protestor

will receive an email notice of the meeting date and starting time. The decision of the City Commission shall be final and binding.

- I. The last stage is defined as the date any required appeal time available to the protester has expired without protester action, the protest is withdrawn, a finding by the city during the administrative process that the protest should be upheld or the date of any final court action subsequent to exhaustion of the set forth administrative process.
- J. The seven (7) calendar days within which a protestor may protest an intended decision or action shall run from the first issuance of the intended decision or action by the city. The issuance of an intended decision or action shall occur at the earliest date and time on which the decision is posted, served electronically or posted electronically on the City website.
- K. STAY OF PROCUREMENTS DURING PROTEST: In the event of a timely protest under this Section, the city shall not proceed further with the solicitation or award of the contract until final decision adverse to the protestor(s) is made by the City Manager or City Commission as provided in F hereof, or until the City Manager makes a written finding that award of a contract, without delay, is necessary to protect substantial interests of the city.
- L. Exhaustion of Administrative Remedies: The City Manager is, by Section 4.03(i) of the City Charter, the city purchasing agent and all purchases and sales shall conform to such regulations as the City Commission may from time to time prescribe. The City Commission, pursuant to Section 4.03(i) of the City Charter, hereby adopts this PSPR Manual and includes the administrative protest procedure to expedite review and relief for any party claiming adverse impact for an abuse or failure of the purchasing/sales process administered by the city. Therefore, the administrative procedure set forth in this Section 19 shall be exhausted prior to instigating litigation concerning any dispute or protest of a matter or process included in this PSPR Manual.



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: Resolution 22-09; Amending the Fiscal Year 2021-2022 Budget for the Receipt of Unanticipated Revenue; Increasing the General Fund Police Department Budget to Appropriate Revenues and Expenses Related to the FFY 2020 Justice Assistance Grant Award

PREPARED BY: Robert A. Bonetti, Finance and Administrative Services Director

RECOMMENDED ACTION:

Adopt Resolution 22-09

Summary

On November 15, 2021, the City Commission approved a grant application to the Florida Department of Law Enforcement (FDLE) under the FFY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) program. The grant application was submitted on behalf of the Alachua Police Department (APD) for the purchase of new gun holsters in the amount of \$2,024. The department has received notice of award from FDLE for the grant project.

A resolution and a budget amendment are needed to increase the amend the City's FY 2021-2022 General Fund budget to appropriate these grant funds.

FINANCIAL IMPACT: Yes

BUDGETED: No

AMOUNT: \$2,024

FUNDING SOURCE: General Fund

COMMISSION GOALS:

Strengthen Community Services

ATTACHMENTS:

Description

- ❑ Resolution 22-09
- ❑ Resolution 22-09 Exhibit A
- ❑ 2022-JAGD-ALAC-2-4B-029 grant

RESOLUTION 22-09

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE FISCAL YEAR 2021-2022 BUDGET FOR THE RECEIPT OF UNANTICIPATED REVENUE; INCREASING THE GENERAL FUND POLICE DEPARTMENT BUDGET TO APPROPRIATE REVENUES AND EXPENSES RELATED TO THE FFY 2020 JUSTICE ASSISTANCE GRANT (JAG) AWARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission, on November 15, 2021 approved a FFY 2020 Justice Assistance Grant application for the purchase of gun holsters; and

WHEREAS, the Alachua Police Department has subsequently been awarded said Justice Assistance Grant; and.

WHEREAS, it is necessary to increase the Fiscal Year 2021-2022 General Fund Police Department budget in the amount of \$2,024, to reflect revenues and expenses associated with the receipt of the Justice Assistance Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ALACHUA COMMISSION:

1. The Finance and Administrative Services Director is directed to amend the Fiscal Year 2021-2022 Budget by increasing the General Fund and appropriating the amount of two thousand twenty-four dollars (\$2,024) as reflected in the budget amendment attached hereto as Exhibit A.
2. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 24th day of January, 2022.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor

SEAL

ATTEST:

Mike DaRoza, City Manager/Clerk

CITY OF ALACHUA

BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Police	Operating Supplies (Grant)	001-521.7100-503.5201		2,024.00
2	General Fund	Non-Departmental	Federal Grant - Edward Byrne	001-000.0000-331.2002	2,024.00	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
AMENDMENT/TRANSFER TOTALS					2,024.00	2,024.00
					COMBINED TOTAL	4,048.00

NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.

USE WHOLE DOLLARS ONLY.

Purpose: Provide for appropriation of funds per Resolution 22-09.

APPROVED BY: _____
FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR DATE

APPROVED BY: _____
CITY MANAGER DATE

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Alachua

County: Alachua

Chief Official

Name: Gib Coerper

Title: Mayor

Address: Post Office Box 9

City: Alachua

State: FL **Zip:** 32616-0009

Phone: 386-418-6100 **Ext:**

Fax:

Email: gcoerper@cityofalachua.com

Chief Financial Officer

Name: Robert Bonetti

Title: Finance Director

Address: Post Office Box 9

City: Alachua

State: FL **Zip:** 32616-0009

Phone: 386-418-6166 **Ext:** 124

Fax:

Email: rbonetti@cityofalachua.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: Alachua Police Department
County: Alachua

Chief Official

Name: Chad Scott
Title: Chief of Police
Address: Post Office Box 910
City: Alachua
State: FL **Zip:** 32616-0910
Phone: 386-462-1396 **Ext:**
Fax:
Email: cscott@apd.cityofalachua.org

Project Director

Name: Vicki Floyd
Title: Administrative Services Manager
Address: Post Office Box 9
City: Alachua
State: FL **Zip:** 32616-0009
Phone: 386-462-1396 **Ext:**
Fax: 386-462-1831
Email: vfloyd@apd.cityofalachua.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title: APD LIGHT HOLSTERS
Subgrant Recipient: City of Alachua
Implementing Agency: Alachua Police Department
Project Start Date: 10/1/2021 **End Date:** 6/30/2022

Problem Identification

The City of Alachua proposes using grant funds to purchase new gun holsters for sworn personnel. Outfitting sworn personnel with these holsters will directly impact operational activity; holsters assist in the operational activities faced daily by law enforcement to include drawing, reloading, and working from various ready positions.

It has been several years since the department purchased new holsters. Alachua Police Department will soon be transitioning to newer gun lights as the current lights are no longer available. The new gun lights will not fit the current holsters that our sworn personnel utilize.

Currently the budget for the City of Alachua will not make allowances for new gun holsters.

Project Summary (Scope of Work)

The Alachua Police Department will utilize grant funds to purchase fifteen (15) holsters with lights. If funds are granted as proposed these holsters will provide the officers of our department with a significant tactical advantage.

Documentation of deliverables performed by the subrecipient and their local vendor/providers must be maintained by the subrecipient and made available for monitoring. Example documentation includes, but is not limited to: procurement records (including quotes, solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

The holsters will be ordered as soon as the grant is approved, anticipated order date by the end of November. The holsters should be received no later than the end of Q1 2022 and will be issued immediately.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) our agency provides services to (according to the 2010 census)?

Answer: 9059

Question: What is the address of the location being used to provide services for this project?

Answer: 15000 NW 142nd Terrace
Alachua, FL 32615

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's proceeding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: None of the above.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: 1. Attending Community Events - Main Street Fall Festival; Trick or Treat on Main; Christmas Tree Lighting; Martin Luther King Celebration
2. Conducting Social Media Activities - monthly updates on department social media outlets.
3. Other - Annual Shop with a Cop; hosted by the Alachua Police Department.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 3: Performance

Goal: Volunteer Program; Youth Athletic Programs; Other-Police Explorer Program

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Purchase and outfit sworn personnel with new updated gun holsters.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes.

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None identified at this juncture.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes.

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: Procurement and outfitting sworn personnel with equipment utilizing grant funds.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000262

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$2,024.00	\$0.00	\$2,024.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$2,024.00	\$0.00	\$2,024.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 4: Financial (cont.)

Budget Narrative:

EXPENSES: \$2,024

15 ALS/SLS Holsters with Light: approximately \$146.71 each with shipping

TOTAL: \$2,200.65

Covered by grant: \$2,024.00

Covered by the City of Alachua: \$176.65

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: If Expenses or Operating Capital Outlay, are you procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: Safariland 46000000-15-1

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 1000

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Approval Form.

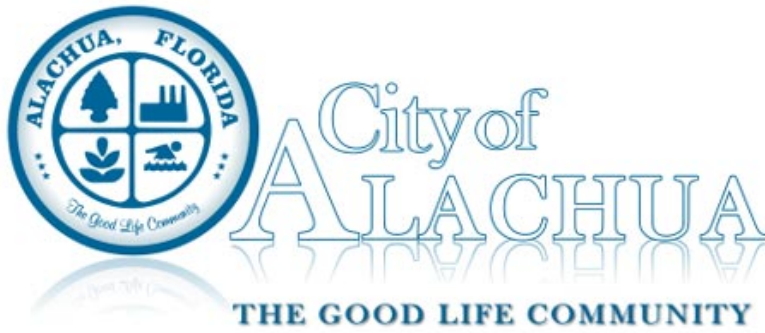
Answer: No

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A



Commission Agenda Item

MEETING DATE: 1/24/2022

SUBJECT: January 10, 2022 City Commission Meeting Minutes

PREPARED BY: Diane Amendola, Staff Assistant

RECOMMENDED ACTION:

Approve the minutes.

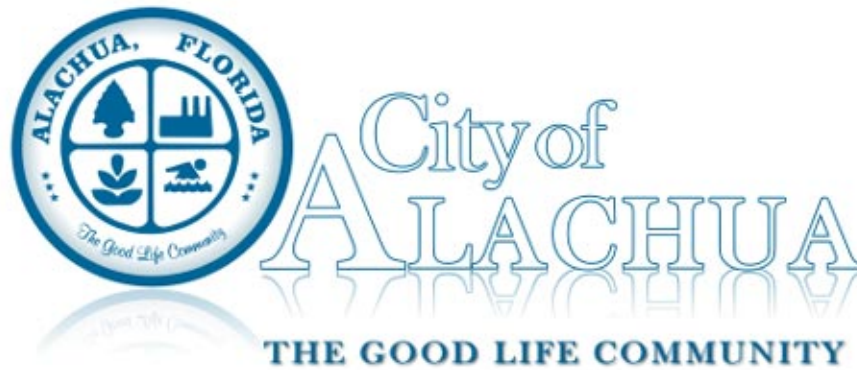
Summary

January 10, 2022 City Commission Meeting Minutes.

ATTACHMENTS:

Description

▢ Minutes



Regular City Commission Meeting Minutes January 10, 2022

Mayor Gib Coerper
Vice Mayor Shirley Green Brown
Commissioner Jennifer Blalock
Commissioner Dayna Miller
Commissioner Robert Wilford

City Manager Mike DaRoza
City Attorney Marian Rush

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: January 10, 2022

Meeting Location: James A Lewis Commission Chambers

CITIZENS PRESENT: Tonya Floyd, Ed Potts, Shernee Bellamy, Jovante Hayes. **STAFF ATTENDING:**
Kenyata Curtis, Jesse Sandusky, Justin Tabor, Rodolfo Valadares, Cap Wilson, Kathy Winburn.

CITY COMMISSION MEETING

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

Led by Mayor Gib Coerper.

INVOCATION

Led by Pastor Marco Caballero, Forest Grove Church.

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

Commissioner Robert Wilford moved to approve the agenda; seconded by Commissioner Jennifer Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed by unanimous consent.

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

Commissioner Dayna Miller moved to approve the reading of proposed ordinances and resolutions by title only; seconded by Commissioner Wilford.

Passed by unanimous consent.

I. SPECIAL PRESENTATIONS

A. Catalyst for Change Grant Recipient: Shernee Bellamy

City Manager Mike DaRoza introduced the presentation.

Mayor Coerper presented the certificate.

Ms. Shernee Bellamy thanked the Commission for recognizing her.

Vice Mayor Shirley Green Brown requested that the Commission take a photo with Ms. Bellamy so she can share with her students.

B. O2B Kids Artwork Certificate Presentation

The item was deferred.

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

Mr. Mitch Glaeser announced that a 20+ year old company Neurotronics will be moving into Tech city. He thanked the Commission for believing in the mission at San Felasco Tech City.

He reminded the Commission about the Chamber of Commerce annual banquet, which is January 25, 2022. He stated all 25 corporate tables were sold out, putting attendance at around 300 people. Mr. Glaeser thanked Concept Companies for being the title sponsor for the event, and reminded the Commission that the keynote speaker for the event would be former Gator Football Coach Mr. Steve Spurrier.

(Please Limit to 3 Minutes.Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY

ANNOUNCEMENTS

A. North Central Florida Regional Planning Council (NCFRPC) Report

Commissioner Wilford presented the report.

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to **3 Minutes**)

A. Ordinance 22-03: First Reading, an Ordinance of the City of Alachua, Florida relating to the amendment of the City's Comprehensive Plan; Amending the City's Comprehensive Plan to Add a Property Rights Element; Providing a Repealing Clause; Providing Severability; and Providing an Effective Date. (Legislative Hearing)

City Attorney Marian Rush read Ordinance 22-03 by title only.

Planning & Community Development Director Kathy Winburn introduced the item and provided the staff report.

Commissioner Blalock moved to approve Ordinance 22-03; seconded by Commissioner Miller.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

B. Ordinance 22-04, First Reading: Large Scale Comprehensive Plan Amendment (LSCPA) – Cellon Creek: A request by Seth Wood, of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of a Large Scale Comprehensive Plan Amendment on a ±160.2 acre subject property to amend the Future Land Use Map (FLUM) from Commercial (±25.4 acres), Community Commercial (±16.3 acres), High Density Residential (±16.1 acres), and Moderate Density Residential (±102.5 acres) to Corporate Park. Tax Parcel Number 05949-000-000 (Legislative Hearing).

City Attorney Marian Rush read Ordinance 22-04 by title only.

Planning Assistant Kenyata Curtis swore in all who intended to speak for Ordinances 22-04, and 22-05, as they were related.

Principal Planner Justin Tabor introduced the item and provided the staff report.

Mayor Coerper asked the commissioners for questions or comments.

Gerry Dedenbach, Vice President and Principal Planner at CHW Professional Consultants, introduced the presentation.

Mayor Coerper expressed his good will toward the project.

Seth Wood, CHW Agent for the applicant, provided additional information.

Commissioner Miller stated her concerns with traffic and school capacity.

Commissioner Wilford agreed with Commissioner Miller's concerns.

Mayor Coerper stated the City would to continue to work with the School Board as developments are brought into the city.

Principal Planner Tabor provided additional information.

Vice Mayor Shirley Green Brown reminded the Commission that there was a School Board appointed, non-voting member on the Planning and Zoning Board.

Commissioner Blalock moved to approve Ordinance 22-04; seconded by Vice Mayor Brown.

Mayor Coerper opened the floor for comments.

Mr. Mitch Glaeser from San Felasco Tech City expressed his support for the items discussed.

Passed 5-0 by roll call.

- C. Ordinance 22-05, First Reading: Site-Specific Amendment to the Official Zoning Atlas (Rezoning) – Cellon Creek: A request by Seth Wood, of Causseaux, Hewett, & Walpole, Inc., applicant and agent for the University of Florida Foundation, Inc., property owner, for consideration of a Site-Specific Amendment to the Official Zoning Atlas (Rezoning) to amend the Official Zoning Atlas on a ±160.2 acre subject property from Agricultural (A) to Corporate Park (CP). Tax Parcel Number 05949-000-000 (Quasi-Judicial Hearing).

City Attorney Marian Rush read Ordinance 22-05 by title only.

Principal Planner Tabor stated he had nothing to add to the presentation that was given earlier.

Mayor Coerper opened the floor for comments.

There were no comments.

Commissioner Miller moved to approve Ordinance 22-05; seconded by Commissioner Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

V. AGENDA ITEMS

- A. Florida Power & Light Company & COA Transmission & Tariff Agreements

Compliance and Risk Management Director Cap Wilson introduced the item and provided the staff report.

Mayor Coerper asked for clarification on how long the contract was in effect.

Compliance and Risk Management Director Wilson replied the contract would be in effect until 2029.

City Attorney Rush provided further clarification.

Mayor Coerper expressed his appreciation for Mr. Wilson's hard work on this contract.

Commissioner Miller moved to approve The Tariff No.1 For Sales of Power and Energy by Florida Power & Light Company and the separate Limited Services Agreement Between Florida Power & Light Company and City of Alachua, Florida and authorize and direct the City Manager to execute and deliver the agreements to FPL, seconded by Commission Blalock.

Mayor Coerper opened the floor for comments.

There were no comments.

Passed 5-0 by roll call.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

Mayor Coerper opened the floor for comments.

There were no comments.

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

City Manager DaRoza expressed his gratitude to Pastor Caballero for the invocation. He also commended Ms. Bellamy on her impact with the students. He reminded citizens that City Hall would be closed on Monday, January 17, 2022, in observance of Martin Luther King Jr. Day, and to invite the public to the City's Martin Luther King Jr. Day celebration at the Cleather Hathcock Community Center. The event would be January 17, 2022, starting at 11:00 a.m. He stated there would be guest speakers, along with keynote speaker Dr. Micah Johnson, live music, performances, and a free lunch at 12:00 p.m.

City Attorney Rush wished everyone a happy and healthy New Year.

VIII. COMMISSION COMMENTS/DISCUSSION

Commissioner Blalock gave her thoughts and prayers to Recreation and Culture Director Elliot Harris. She stated she was also glad to see Commissioner Wilford back.

Commissioner Wilford thanked Pastor Caballero for his inspiring words. He expressed his gratitude toward the article in the paper regarding the City's Planning Department. He thanked Alachua Police Department Lieutenant Jesse Sandusky for his dedication to keeping the City of Alachua safe. He informed the Commission and citizens that he would not be running for re-election in the 2022 election year. He stated it has been his honor to serve the City of Alachua and its citizens, and he wants his personal legacy within the community to be, "He tried to make a difference."

Commissioner Miller attended:

- The Chamber Luncheon with updates from Senator Keith Perry and the groundbreaking for the Convergence Project

Vice Mayor Brown thanked Pastor Caballero for his powerful prayer.

She stated she attended:

- The Chamber Luncheon with updates from Senator Keith Perry and the groundbreaking for the Convergence Project
- The MLK Commission's 37th annual banquet
- The Youth Advisory Council meeting

Mayor Coerper attended:

- The groundbreaking for the Convergence Project
- State wide gymnastic contest at Legacy Park and was very impressed with the participants

ADJOURN

Commissioner Wilford moved to adjourn; seconded by Commissioner Blalock.

Mayor Coerper adjourned the meeting.

CONSENT AGENDA

CONSENT AGENDA ITEMS

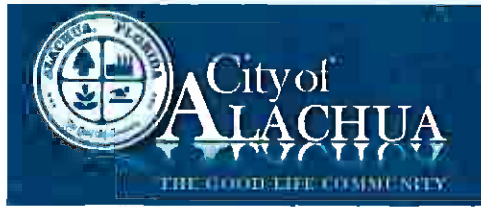
- A. November 29, 2021 City Commission Meeting Minutes
- B. December 13, 2021 City Commission Meeting Minutes

ATTEST:

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Mike DaRoza, City Manager/Clerk

Gib Coerper, Mayor



City Commission Meeting Sign In
January 24, 2022

	Name <i>(Please Print)</i>
<i>(Please Print)</i> Josh Moon	<i>(Please Print)</i>
<i>(Please Print)</i> Cap Wilson CDA	<i>(Please Print)</i>
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