

TOWN OF FORT MYERS BEACH  
ORDINANCE NO. 96-18

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH FLORIDA, TO BE KNOWN AS THE TOWN OF FORT MYERS BEACH FINANCE ORDINANCE PROVIDING AUTHORITY; TITLE AND CITATION; DEFINITIONS; RESPONSIBILITY FOR PURCHASE PLANNING; PURCHASE TRANSACTIONS BELOW FIVE THOUSAND (\$5,000.00) DOLLARS; PURCHASE TRANSACTIONS OVER FIVE THOUSAND (\$5,000.00) DOLLARS; PURCHASES AND CONTRACTS EXEMPT FROM COMPETITIVE BIDDING; EMERGENCY PURCHASES; ENCUMBRANCE OF FUNDS; INSPECTION OF ALL MATERIALS AND SERVICES PURCHASED; SURPLUS PROPERTY TRANSFER, SALE OR EXCHANGE; COOPERATIVE PURCHASES BY TOWN AND OTHER GOVERNMENTAL AGENCIES; WAIVER OF COMPETITIVE BIDDING BY TOWN COUNCIL; MISCELLANEOUS FEES; SEVERABILITY; REPEALING CLAUSE AND EFFECTIVE DATE

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA as follows:

SECTION ONE: Authority

This Ordinance is enacted pursuant to the provisions of Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION TWO: Title and Citation

This ordinance shall be known and cited as the "Town of Fort Myers Beach Finance Ordinance"

SECTION THREE: Definitions

For the purpose of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular include the plural. The words "shall" and "will" are mandatory and not discretionary.

A. The terms "supplies", "goods", "materials", and "equipment" used throughout this ordinance mean any and all articles or things which shall be furnished to or used by any agency, including any and all printing, binding, or publication of stationary, forms, journals, and reports.

B. The term "contractual services" means any and all contractual services; professional services; telephone; gas; water; electric

light and power service; towel and cleaning service; insurance; leases and concessions for all grounds, buildings, office or other space required by a using agency; and the rental, repair or maintenance of equipment, machinery, and other town-owned personal property.

C. The term "vendor's list" means an up-to date file on qualified sources of supply of articles of established quality.

SECTION FOUR: Responsibility For purchase planning.

A. The Town Manager shall schedule purchases so as to obtain them at the prices most advantageous to the Town.

B. The Town Manager shall maintain an up-to-date vendor's list for each category of commodities repetitively purchased for the Town's use.

SECTION FIVE: Purchase transactions below Five thousand (\$5,000.00) dollars.

A. All single purchases, within a fiscal year, of equipment, goods, supplies, contractual services, or merchandise for less than Five Thousand (\$5,000.00) Dollars in aggregate amount may be made in the open market without newspaper advertisement. No purchase above Five Hundred (\$500.00) Dollars shall be made without three phone quotes. Any purchase above Three Thousand Dollars (\$3,000.00) and below Five Thousand Dollars (\$5,000.00) shall require three (3) written quotes.

B. The Town Manager shall keep a record of all requisitions and bids. Such records shall be open to public inspection.

SECTION SIX: Purchase transactions over Five thousand (\$5,000.00) dollars.

A. All single purchases of equipment, goods, supplies, contractual services, or merchandise which are estimated to exceed Five Thousand (\$5,000.00) Dollars, shall be awarded on the basis of competitive bidding, except for emergencies. Purchases or contracts shall be awarded to the lowest responsible bidder.

B. Notices inviting sealed competitive bids shall be published by the Town Manager at least one (1) week prior to bid opening in a newspaper or journal of general circulation in the Town. At least seven (7) calendar days must intervene between the date of publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased, state where bid forms and specifications may be secured, and describe the time and place for opening of bids. Bids shall be opened by the Town Manager in the presence of the Town clerk at the time and place specified in the notice.

C. In addition to newspaper advertisement, the Town Manager shall solicit sealed bids from all responsible prospective suppliers or vendors who have requested that their names be added to the vendor's list. All pending purchases shall be advertised by notice posted on a bulletin board at the office and the Town Hall lobby.

D. All bids under this Section shall be submitted sealed to the Attention of: Town Manager, The bids shall be accompanied by surety in the form of a bid bond in the amount as shall be prescribed in the bid proposal. The bids shall be opened in public at the time and place stated in the notice. A tabulation of all bids received shall be submitted after tabulation to the Town council for review, rejection or award.

E. The Town council may reject any or all bids, waive irregularities in form not material to the bid, and accept all or part of any bid.

F. The successful bidder's original of all contracts and other documents pertaining to the award of contracts shall be filed with the official records of the Town Clerk's Office, and shall be preserved as required by law and open for public inspection during regular business hours. Copies of the contract shall be distributed according to the rules and regulations of general services. A record of all bids, showing the names of bidders and amounts of the bids, and indicating in each case the successful bidder, shall also be preserved for as required by law and open for public inspection during regular business hours.

G. Any material change in the contract notwithstanding contract price shall require the contractor to contact the performance bond issuer and update the performance bond.

SECTION SEVEN: Purchases and contracts exempt From competitive bidding.

The following purchases or contracts, by their very nature, are impracticable of award by competitive bidding and are exempt from the bidding provisions of this ordinance:

A. Securing the professional services of auditors, attorneys, physicians, and consultants for other than capital improvement projects that are not governed by the Competitive Negotiations Act.

B. Emergency purchases, when certified by the Town Manager, that the delay incidental to competitive bidding would be detrimental to the interest of the Town.

C. Any item which is a proprietary item, or available from only a single source, and for which there are no competitive alternate sources, provided it is so certified by the Town Manager to the Town Council.

D. Specialized services which, by their very nature, are available from only a single source, provided it is so certified by the Town Manager to the Town Council.

E. Purchases made from the Federal Government, any State or political subdivision thereof, including the State of Florida or any municipality.

SECTION EIGHT: Emergency purchases.

A. An emergency exists when a breakdown in service occurs, or under any other circumstance when supplies are needed for immediate use in work which may vitally affect the safety, health and welfare of the public.

B. In case of emergency, the Town Manager, who shall authorize the purchase of the needed supplies, shall send, within twenty-four (24) hours, to the Town Council, a written explanation of the circumstances of the emergency. The Town manager shall approve all emergency requisitions. Any emergency purchase of over Five Thousand Dollars (\$5,000. 00) must be approved by the Town Manager and subsequently approved by Town Council.

SECTION NINE: Encumbrance of Funds.

Except in cases of emergency, the Town Manager shall not issue any order for delivery on a contract or purchase unless there is to the credit of the department concerned a sufficient unencumbered appropriation balance and sufficient funds on deposit to defray the amount of such an order, or a budget amendment/transfer is in process for approval by the Town Council.

SECTION TEN: Inspection of all materials and services purchased.

The Town Manager shall inspect, or arrange for the inspection of all deliveries of supplies, materials, equipment, or contractual services to determine conformance with specifications set forth in the order, or contract.

SECTION ELEVEN: Surplus property transfer, sale or exchange.

A. All departments shall submit to the Town Manager at such times and in such form as prescribed in the rules and regulations on purchasing, inventory reports of supplies, materials and equipment. These reports shall show supplies which are usable and those no longer used or which have become obsolete.

B. The Town Manager may transfer surplus stock to another department which has need of it.

C. The Town Manager shall have authority to sell all supplies which have become unsuitable to use, or to exchange or trade them for new

supplies. All such sale, exchange, or trade shall be in accordance with the provisions of Chapter 274, Florida Statutes and details of all transactions shall be forwarded to Town council for approval.

SECTION TWELVE: Cooperative purchases by Town and other governmental agencies.

That upon the approval of the Town council, the Town Manager may enter into a cooperative purchasing arrangement with other governmental agencies for all services, supplies, materials, and equipment used by the Town.

The bidding requirements set forth in ordinance shall not apply where the Town purchases services, supplies, materials, or equipment under contract obtained by another governmental unit.

SECTION THIRTEEN: Waiver of competitive bidding by Town council.

Except as provided by the Competitive Negotiations Act, the Town council, when deemed in the best interest of the Town, may waive all bidding requirements provided hereby a 3/4 vote of the members of the Town council.

SECTION FOURTEEN: Miscellaneous Fees.

The following fees will be charged by the Town for codes, duplicating documents and other miscellaneous services:

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| Miscellaneous duplication of official documents including ordinances and resolutions | \$0.05 for each page plus postage                          |
| Preparation of verbatim transcripts  | \$15.00 per hour or portion thereof plus misc. doc. charge |
| Duplication of audio tapes   | \$8.00 per tape<br>\$6.00 if tape supplied                 |
| Certification of document  | \$1.00   |
| Computer disk copies   | \$10.00 plus \$5.00 for each additional                    |
| Computer print out   | \$1.00 per page  |
| Over sized copies  | \$5.00 per copy  |

SECTION FIFTEEN: Severability

If any one of the provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy

of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this ordinance, and in no way affect the validity of all other provisions of this ordinance.

SECTION SIXTEEN: Repealing Clause

All ordinances or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION SEVENTEEN: Effective Date

This ordinance shall become effective September 30, 1996.

The foregoing ordinance was enacted by the Town Council upon a motion by Council Member Isler and seconded by Council

Member Murphy and, upon being put to a vote, the result was as follows:

|                       |            |
|-----------------------|------------|
| Anita T. Cereceda     | <u>no</u>  |
| Ted FitzSimons        | <u>no</u>  |
| William (Rusty) Isler | <u>aye</u> |
| Garr Reynolds         | <u>aye</u> |
| Ray Murphy            | <u>aye</u> |

DULY PASSED AND ENACTED this 19th day of August, 1996.

ATTEST:

TOWN OF FORT MYERS BEACH

By: Marsha Segal-George  
Marsha Segal-George, Town Clerk

By: Anita T. Cereceda  
Anita T. Cereceda, Mayor

Approved as to form by:

Richard V.S. Roosa  
Richard V.S. Roosa, Town Attorney