

**SNEADS TOWN COUNCIL  
REGULAR MEETING  
December 14, 2021**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, December 14, 2021, at 6:00 p.m.

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

Mike Weeks, Donovan Weeks,  
Angela Locke and Anthony Money; Council Members  
Daniel Cox, Attorney  
Lee Garner, Town Manager  
Mike Miller, Police Chief  
Sherri Griffin, City Clerk  
Danielle Guy, Deputy Clerk

And the following were absent:  
George Alexander

All stood for the Pledge of Allegiance.

Donovan Weeks made a motion to approve the **November** minutes as presented. Tony Money seconded. All voted aye.

Sherri Griffin, City Clerk presented Financial Statements and Budget Review Summary. (See Attached) Tony Money made a motion to accept them as presented. Donovan Weeks seconded. All voted aye.

Donovan Weeks made a motion to pay approved bills. Angie Locke seconded. All voted aye.

Mr Garner read Proclamation "Sneads High Volleyball Team Day" 2021. (See attached) Coach Heather Edge was present on behalf of the team to receive it. She stated that unfortunately due to scheduling conflicts the team could not be present because they were at practice for other sports. Council all understood and wanted her to pass along how proud they were of both her and the team's accomplishments this year and all the years past.

Evan McCallister, Melvin Engineers came before the Council to discuss and get approval on a few CDBG Policies required when applying. He explained each one and stated that with doing these updates policies now it would help make the application process easier in the future. These updates can be made by approving two Resolutions. (See attached copies of polices)

**Resolution #21-18**, was read by Attorney Dan Cox.

A Resolution establishing the Town of Sneads Community Development Plan, Section 504 Policy and Self Evaluation/ Transition Plan, Section 3 and Affirmative Action Policy, Citizen Participation Plan & Complaint Procedure, CDBG Procurement Policy, Prohibition on use of Excessive Force Policy, and an Anti- Displacement Plan, providing for an effective date.

Donovan Weeks made a motion to approve Resolution #21-18 as presented. Angie Locke seconded. All voted aye.

**Resolution #21-19**, was read by Clerk Sherri Griffin.

A Resolution by the Town of Sneads, Florida, adopting a policy for the Protecting of Individuals Engaging in Non-Violent Civil Rights Demonstrations, repealing all Resolutions in Conflict herewith, and providing for an effective date.

Tony Money made a motion to approve Resolution #21-19 as presented. Donovan Weeks seconded. All voted aye.

The service agreement between the Town and Sunrise Consulting Group was presented to Council for approval. (See attached) Both Sunrise consultant and Attorney Cox spoke to Council about amending the agreement to 14 months contract to run throughout the entire year of legislative session and then sign. After discussion, Donovan Weeks made a motion to make the agreed change to 14-month contract and then approve. Angie Locke seconded. All voted aye.

Mr Garner presented Council with a letter from property owners Peter and Kimberly Sheff who would like to rezone property 2044 Green Ave, from residential to commercial. Council heard from the property owner and the potential new owner. Attorney Cox explained the process of advertising and having public hearings. Also present were surrounding property owners who were against the idea of this becoming commercial property. Attorney explained that this would have to be discussed in a public hearing more. Council all agreed to have this brought back before them for public hearing dates to be discussed further.

Mr Garner wanted to discuss the canceling of the Christmas Parade. He explained his decision and stated that he stood by it and would make the same one today. In the future we are going to work on having a weather day and have spoken with DOT to see what the process is for such. He spoke about that he knew of others wanting to have the parade on other streets in town, but after speaking with the Chief, they agree the streets in town are not safe or wide enough for parades and there is not anywhere in town for people to safely park without being on private property. There just is not a way to have another parade this year. We tried.

He stated that for now we are having a met and greet with Santa still this Thursday, December 16<sup>th</sup> from 3 to 5pm here at City Hall in the Council room. We were going to have cookies and cocoa but have decide to go ahead and do the hotdogs, chips, and drinks as well. That way parents can come out and enjoy dinner as well. We want everyone to have a great evening visiting Santa and having fellowship.

There were a lot of comments about the parade. It ended with we are going to do what was suggested by Mr Garner for this year. Look towards next year. Maybe try to have a Spring Parade. Start working on the Christmas Parade and Festival early and with help from all that will lend a helping hand.

Mr Garner presented his Managers Report. (See attached)

- Mr Garner stated that City Hall would be closed December 23<sup>rd</sup> and 24<sup>th</sup> and December 30<sup>th</sup> and 31<sup>st</sup>.
- He also stated he would be on vacation from December 22<sup>nd</sup> thru 28<sup>th</sup>.

Attorney Cox presented Council with news going on in this Legislative Session. (See attached) He stated that these are items that would affect the town and he would let us know the outcome of them.

**Regular Meeting  
December 14, 2021  
Page 3**

Mike Weeks read a statement from Council Alexander thanking the Fire Department and Police Departments for all of the demanding work and long hours they have been having to put in lately. Especially with all of the fires that have had recently.

Mike Weeks stated that we have to do something about the mosquito spraying. Mr Garner stated that he is working on it all he can.

Mike Weeks stated that the street patch that we are currently using does not seem to be holding up as well. He asked that we look into doing something different. Mr Garner stated that he hopes that we will not be doing a lot of the patching for much longer. That we had a site visit for the stormwater grant. They looked at the roadways and waterways and they all agreed to all the roads we showed them that they were in much need of redoing.

Mike Weeks asked if there was any way we could get loans for the light at the ball field and then pay it back with the money from FEMA and insurance. Mr Garner stated he did not think so but would look into it.

Public comment:  
Jason Johnson

Donovan Weeks made a motion to adjourn at 7:30 pm.

Respectfully Submitted,

  
Danielle Guy, Deputy Clerk

**APPROVED:**

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**MIKE WEEKS, COUNCIL PRESIDENT**

**Regular Meeting  
DECEMBER 14, 2021**

Budget Summary

**GENERAL FUND**

**NOVEMBER**-Revenues are 5.96% **below** budgeted amount.  
Expenditures are 6.06% **below** budgeted amount.

**GAS TAX**

**NOVEMBER**– Gas Tax County is 16.74% **above** budgeted amount. Local Option Gas Tax is 2.94% **above** budgeted amount.  
Expenditures are less than 4.66% **below** budgeted amount.

**SOLID WASTE**

**NOVEMBER**-Garbage revenues are 1.64% **above** budgeted amount.  
Expenditures are 8.06% **below** budgeted amount.

**WATER & SEWER**

**NOVEMBER**-Sewer Special and ACI Sewer are just **below** budgeted. Water Sales and Sewer Sales are in line with budgeted amount.  
Expenditures are 2.34% **above** budgeted amount.

**RECREATION FUND**

**NOVEMBER**- Revenues and expenditures are below budgeted amount.

# **P-R-O-C-L-A-M-A-T-I-O-N**

## **A PROCLAMATION OF THE TOWN OF SNEADS, FLORIDA DESIGNATING 'SNEADS HIGH SCHOOL VOLLEYBALL TEAM DAY'**

**DECEMBER 14, 2021**

**WHEREAS, the challenging work, dedication, sportsmanship, talent, and exceptional team chemistry of the 2021 Sneads High School Lady Pirate Volleyball Team has enabled these student athletes to make history by earning the title of State of Florida Class A Champions for the ninth year in a row, a record not equaled by any other team in history, and**

**WHEREAS, the determination, leadership, spirit, and forward motivation of the team brings much credit and honor to the Jackson County School District and the Town of Sneads on the local and state level, and**

**WHEREAS, Head Coach Heather Edge and the entire coaching staff, team members, parents, faculty, and student body at Sneads High School were integral in guiding the team to victory and winning the State Championship,**

**NOW, THEREFORE, I, Mike Weeks, Council President of the Town of Sneads, Florida, do hereby recognize and heartily congratulate Sneads High School Lady Pirate Volleyball nine**

**times in a row state champions on their outstanding accomplishment and therefore proclaim Tuesday, December 14, 2021, as “Sneads Pirate Lady Volleyball Team Day” in the Town of Sneads, Florida.**

**IN WITNESS WHEREOF, I, hereunto set my hand and cause the seal of the Town of Sneads, Florida to be affixed on this 14<sup>th</sup> day of December 2021.**

**MIKE WEEKS  
COUNCIL PRESIDENT  
SNEADS, FLORIDA**

**ATTEST:**

**SHERRI GRIFFIN  
TOWN CLERK**

## **RESOLUTION NO. 21-18**

### **A RESOLUTION ESTABLISHING THE TOWN OF SNEADS COMMUNITY DEVELOPMENT PLAN, SECTION 504 POLICY AND SELF EVALUATION/TRANSITION PLAN, SECTION 3 AND AFFIRMATIVE ACTION POLICY, CITIZEN PARTICIPATION PLAN & COMPLAINT PROCEDURE, CDBG PROCUREMENT POLICY, PROHIBITION ON USE OF EXCESSIVE FORCE POLICY, AND AN ANTI-DISPLACEMENT PLAN, PROVIDING FOR AN EFFECTIVE DATE.**

*Whereas*, the Town of Sneads desires to establish a Community Development Plan to provide guidance for development; and

*Whereas*, the Council finds it in the best interest of the public to adopt, by resolution, the Town of Sneads Comprehensive Plan as the Community Development Plan; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish an Anti-Displacement Plan for certain potential housing displacement possibilities; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish a Citizen Participation Plan and Complaint Policy; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish a Community Development Block Grant (CDBG) Procurement Policy; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish a Section 3 and Affirmative Action Plan; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish a Prohibition on Use of Excessive Force Policy; and

*Whereas*, the Town desires to comply with certain program planning requirements to be compliant and eligible for State and Federal funding programs and therefore to establish a Section 504 Policy and Self Evaluation/Transition Plan to address planning for improvements needed to affect compliance with the Americans with Disabilities Act; and

*Whereas*, the Town desires to maintain and improve facilities and services for the Town and its citizens by improving the physical environment, considering the future when making short term decisions, utilizing professional input when making strategic plans, facilitating continuous citizen input, and identifying all available resources or opportunities to improve the quality of life for the citizens of the Town of Sneads.

*Now therefore be it resolved by the Sneads Town Council that the Town of Sneads Comprehensive Plan as it may be amended is hereby adopted as the Community Development Plan. Furthermore, the attached Section 504 Policy and Self Evaluation/Transition Plan, Section 3 and Affirmative Action Policy, Citizen Participation Plan and Complaint Procedure, CDBG Procurement Policy, Prohibition on Use of Excessive Force Policy, and Anti-Displacement Plan are adopted by the Town of Sneads.*

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida on this 14<sup>th</sup> day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk



RESOLUTION NO. 21-19

A RESOLUTION BY THE TOWN OF SNEADS, FLORIDA, ADOPTING A POLICY FOR THE PROTECTION OF INDIVIDUALS ENGAGING IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS, REPEALING ALL RESOLUTIONS IN CONFLICT HERewith, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA THE FOLLOWING:

Whereas 42 United States Code 5304(a)(I)(1), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

Whereas 42 United States Code 5304(a)(I)(2), enacted as Section 104 of the Housing and Community Development Act of 1974, requires subrecipients of federal funds to adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction:

Therefore and henceforth, it is the policy of the Town to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction with due and proper consideration given to the extent and limits of the Town's power and authority to do so.

All other resolutions and policies or sections of resolutions and policies of the Town in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

If any section, paragraph, sentence, or clause hereof or any provision of this Resolution is declared to be invalid or unconstitutional, the remaining provisions of this Resolution shall be unaffected thereby and shall remain in full force and effect.

This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida on this 14<sup>th</sup> day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk

## **TOWN OF SNEADS SECTION 504 POLICY**

The purpose of this plan is to effectuate section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps in this local government shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any local government program or activity.

The Section 504 Coordinator for the Town shall be the Town Manager.

### **Definitions:**

“Accessible”, when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means the facility when designed, constructed or altered, can be approached, entered and used by individuals with physical handicaps.

“Accessible”, when used with respect to the design, construction, or alteration of an individual dwelling unit, means the unit is located on an accessible route and when designed, constructed, or altered, can be approached, entered and used by individuals with physical handicaps.

“Accessible Route”, means a continuous unobstructed path connecting accessible elements and spaces of a building or facility that complies with the space and reach requirement.

“Individual with Handicaps” means any person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. For purposes of employment, this term does not include, (1) alcoholics and/or drug abusers whose current use of the substance prevents the individual from performing the duties of the job in questions, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or safety of others, (2) or any other individual who has a currently contagious disease or infection and who, by reason of such, would constitute a direct threat to health or safety of others, or is unable to perform the duties of the job.

“Physical or mental impairment” includes (1) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems identified in 24 CFR Part 8, or (2) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**TOWN OF SNEADS  
SECTION 504 POLICY  
SELF EVALUATION PLAN**

The Process:

- A. Review the inventory of programs and activities conducted by the local government that was completed as a part of the transition plan process.
- B. Collect and document the policies and practices that govern the administration of the local government's programs and activities.
- C. Analyze how the policies and practices affect individuals with handicaps who seek to participate in the programs and activities.
- D. Make and document changes and additions to local policy.
- E. Obtain comments on the self-evaluation from persons with handicaps and other interested persons.

The attached Facility Review Form should be completed for each building.

In order to comply with the requirement of 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development, the Town will conduct an evaluation of its current policies and procedures.

The Self-Evaluation will also document local efforts to comply with the appropriate nondiscrimination based on handicap regulations in the following ways:

1. Evaluate the current policies and practices to determine whether, in whole or in part, they do not or may not meet with the requirements of 24 CFR Part 8.
2. Modify any policies and practices that do not meet the requirements of this part.
3. Corrective steps to remedy the discrimination revealed by this self-evaluation are discussed in the transition plan.

**TOWN OF SNEADS  
SECTION 504 POLICY  
TRANSITION PLAN**

In 1978 Congress amended section 504 of the Rehabilitation Act of 1973 to extend the coverage of section 504 to the programs and activities conducted by government. Regulations implementing section 504 call upon the local government to complete a transition plan, when structural changes are necessary to make one or more of their programs accessible to individuals with handicaps, and to conduct a self-evaluation of their programs and activities. The transition plan sets out the steps to make the facilities used by the local government accessible. Regulations implementing section 504 generally require that local governments determine if physical barriers in facilities they occupy cause discrimination against individuals with handicaps by preventing or interfering with their participation in programs conducted in those facilities. Barriers that result in discrimination must be removed or the program otherwise modified to ensure that individuals with handicaps have access to programs and activities. The transition plan must detail how and when any necessary structural changes will be made. Structural changes are to be made as soon as possible, but generally no later than three years from the indication of a problem. The plan is to be completed with the assistance of individuals with handicaps and other interested persons and should be available for review by interested persons.

Through the self-evaluation, the local government identifies and changes any policies or practices that discriminate against qualified individuals with handicaps. The effect of these requirements is to cause the local government to review their facilities, programs, policies and practices and make changes required to permit individuals with handicaps to participate fully in the local government's programs and activities.

**Process:**

- A. Inventory the programs and activities conducted by the local government.
- B. Inventory the facilities in which programs and activities are conducted.
- C. Evaluate Barrier Act facilities and correct any problems identified.
- D. Analyze how the programs or activities are conducted in the facilities.
- E. Survey the facilities not subject to the Barriers Act and develop information that will help determine if barriers exist to program access.
- F. Determine if there are physical barriers to program participation in the facilities.
- G. Develop solutions to the problems identified in F.
- H. Provide interested groups with the opportunity to review and comment on the draft transition plan.

**GRIEVANCES**

The individual responsible for implementing the plan is the Town Clerk. Grievances/complaints should be in writing and should be brought to the attention of the clerk

immediately. The clerk will handle the grievance as soon as possible, but no longer than 30 days after receipt of a written complaint. If still needing consideration, the complaint can be reviewed by the local governing body. If no resolution of the issue is made either with the clerk or the local governing body, the complainant can request the State of Florida review the issue. The clerk will assist in determining which State Office is most likely the agency best suited to consider the complaint; however, the complainant can still send the complaint to any office they deem fit.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida on this 14th day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk

**TOWN OF SNEADS, FLORIDA**  
**ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN**

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**I. Displacement Avoidance Policy**

The Town of Sneads is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) funds will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in a manner ensuring that careful consideration is given during the planning phase with regard to avoiding displacement. The Town of Sneads will also provide information to and keep citizens involved in the process regarding pending land use changes, zoning, and rezoning actions that threaten the preservation of residential areas.

Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or businesses. However, voluntary (temporary or permanent) relocation may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displacee. Voluntary displacement may also occur when a property owner voluntarily offers his home or business property for sale to the local government. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the local government and/or its representative. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference. As it pertains to the Town of Sneads' Tenant Assistance, Relocation, and Real Property Acquisition Plan, the U.S. Department of Housing and Urban Development Handbook #1378 shall be adopted in its entirety as a part of this policy as amended.

**II. Definitions of "Standard" and "Non-Standard Suitable for Rehabilitation" Dwelling Unit Condition**

In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 CFR Part 570 and 49 CFR Part 24.

**A. Standard Condition**

A dwelling unit is considered standard if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable local housing and occupancy codes; be structurally sound, watertight and in good repair; be adequate in size with respect to number of rooms and area of living space and contain

the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devices,
2. A heating system capable of sustaining a healthful temperature (consistent with normal, year-round climatic conditions),
3. A separate, well-lighted and ventilated bathroom that; provides user privacy and contains a sink, commode, and a bathtub or shower stall, all in good working order and properly connected.
4. An appropriate, sanitary approved source of hot and cold potable water,
5. An appropriate, sanitary and approved sewage draining system,
6. A fully usable sink in the kitchen, attached to a potable water source,
7. Adequate space and service connections for a stove and a refrigerator,
8. An unobstructed egress to a safe, open area at ground level,
9. Be free of any barriers which would preclude ingress or egress if the occupant is handicapped.
10. Meet the Section 8 Housing Quality Standards,
11. Comply with the lead-based paint requirements of 24 C.F.R. Part 35, and
12. Meet the requirement of the local Existing Housing Code.

Failure to meet any of these criteria automatically cause a dwelling to be considered "substandard."

#### B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, or has minor defects which require a certain amount of correction but can still provide safe and adequate shelter or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 75% of the value of a comparable replacement unit as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 75%, the unit will be deemed unsuitable.



These criteria are arbitrary, however, and the governing body may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis. Each deviation so approved must be thoroughly documented.

## **Displacement Policy and Procedures**

### **III. Permanent, Involuntary Displacement**

The Town of Sneads will provide reasonable relocation assistance to persons (families, individuals, businesses, nonprofit organizations, or farms) displaced (moved permanently and involuntarily) as a result of the use of CDBG assistance to acquire or substantially rehabilitate property. Assistance to displaced persons may include:

- a. Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies. The documents shall be submitted prior to the disbursement of payment;
- b. Advisory services necessary to help in relocating;
- c. Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent, safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income of a family earning 80 percent of the median income for the jurisdiction.

#### **A. Provisions for One-for-One Replacement**

The Town of Sneads will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project-based assistance.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements.

1. The units will be located within the local jurisdiction.
2. The units will meet all applicable local housing, building, and zoning ordinances and will be in standard, or better, condition.
3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).
4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG/federal funds that will directly result in such demolition or conversion, the local government will make public and submit to the Florida Department of Economic Opportunity and/or the U.S. Department of Housing and Urban Development the following information in writing:

1. A description of the proposed assisted activity.
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.
3. A time schedule for commencement and completion of the demolition or conversion.
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

#### B. Provisions for Relocation Assistance for Residential Displacement

The Town of Sneads will provide relocation assistance, as described in 24 CFR Part 570, to each LMI household involuntarily displaced by the demolition of housing or by the conversion of a LMI dwelling to another use as a direct result of CDBG-assisted activities.

Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance,
2. Advisory services,
3. Reimbursement for reasonable and necessary security deposits and credit checks,
4. Interim living costs; and
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate

and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

#### C. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, farms, etc., shall not be relocated unless the move is voluntary, essential to the project from the public view, and the owner waives his/her rights under the Uniform Act except for the following relocation assistance:

1. Actual moving and reasonable reestablishment expenses not less than \$1,000 nor more than \$20,000 equal to a prorata share for the period of interruption of operations of the average annual net earnings. Average annual net earnings are one half of the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging this fact will be required.

#### IV. Temporary, Voluntary Displacement and Relocation

A. Persons occupying housing which is to be rehabilitated using CDBG funds must voluntarily agree to inclusion in the " program and shall vacate the housing at the direction of the Town of Sneads (or its CDBG Coordinator), in order to facilitate the safe, timely and economical rehabilitation process.

B. A moving allowance of \$300 will be provided each family unit so displaced. This allowance will be provided in two payments of \$150 each on move out and move back in.

C. The Town of Sneads may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by the CDBG Coordinator, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupants' (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the unit, or (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by the CDBG Coordinator.

D. A storage allowance of up to \$150 will be provided each family unit displaced if storage is necessary and essential to the move.

E. Insurance cost of up to \$100 for the replacement value of the household property in

connection with the move will be provided each family unit displaced if storage is necessary and essential to the move.

## **V. Permanent, Voluntary Displacement and Relocation**

If it is determined by the Town of Sneads that the occupants of a dwelling should be permanently relocated, and the occupants voluntarily consent, the government will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 Part 570 must be consulted to determine specific limitations. Payment of relocation benefits for housing assistance will be spread over 60 months (42 months for non-LMI relocatees).

## **VI. Tenant Assistance Policy/Rental Rehabilitation**

A. It is not the Town of Sneads' policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rental Rehab funds will not be used to rehabilitate the structures if the rehabilitation will cause the displacement of LMI families.

B. If it becomes necessary for an owner to move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered a decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant a decent, safe, sanitary and affordable unit and the tenant has declined the offer.

C. Should displacement become necessary for a LMI family as a result-of rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing rights, and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

D. The Housing Authority at the Town of Sneads shall provide federal preference to any qualified LMI family subject to relocation. Where Section 8 Housing vouchers are available, such preference will apply.

E. Where required, compensation to obtain replacement housing shall not exceed a reasonable threshold. Should such projected compensation to the tenant exceed this threshold, consideration shall be given to not performing the demolition or rehabilitation which would cause the displacement.

## **VII. Displacement of Homeowners**

Homeowners will have their homes demolished with CDBG funds only as a voluntary action when rehabilitation of the dwelling is not feasible or cost effective.

Although homeowners have a right to assistance as previously discussed, CDBG funds available for relocation assistance are limited; therefore, financial assistance shall not exceed that described in accordance with 49 C.F.R. 24.401. and the regulations under U.S. HUD Handbook 1378.

#### **VIII. Appeals/Counseling**

A. If a claim for assistance is denied by the local governing body, the claimant may appeal to the Florida Department of Economic Opportunity and the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the CDBG Coordinator to permanently displaced households to ensure that:

No person will be discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.

Displacees receive information concerning the full range of housing opportunities within the local housing market.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida on this 14<sup>th</sup> day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk

## **FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY DISPLACEMENT/RELOCATION GRIEVANCE PROCEDURES**

### **I. PURPOSE**

The following pages prescribe State requirements governing appeals of certain local government actions relating to displacement/relocation activities.

### **II. BASIC RIGHTS AND RULES**

A. Actions which may be appealed. A person may file an appeal in any case in which he believes that the local government has:

- (1) Failed to properly determine his or her eligibility for, or the amount of, assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and implementing regulations or any local policy related to relocation payments. A person's acceptance of a payment that is less than the full amount he or she claimed does not limit his or her right to appeal the local government's determination. A person may also appeal the refusal of the local government to waive the time for filing a claim or the one-year purchase and occupancy requirement;
- (2) Failed to provide appropriate housing referrals or to properly inspect the replacement dwelling or failed to comply with a requirement that there are available comparable replacement dwellings or safe, decent and sanitary housing, as appropriate, prior to requiring displacement; or
- (3) Failed to comply with a requirement of giving notice of right to continue in occupancy.

B. Order of appeal. An appeal must be filed with the President of the Town of Sneads Town Council or their designee in accordance with the provisions of this subpart. If a person is not satisfied with the results of the local government's determination on his or her appeal, he or she may seek to have his or her appeal reviewed by the Florida Department of Economic Opportunity (hereafter referred to as the Department) in accordance with Section IV (Department Review of Appeals).

C. Joint appeals. Two or more persons may join in filing a single appeal if each has grounds for an appeal as specified in paragraph A of this section.

D. Right to representation. A person has a right to be represented by legal counsel and to be accompanied by an advisor, attorney, or other representative in any personal appearance in connection with his or her appeal, but solely at his or her own expense.

E. Review of files by person making appeal. The local government shall permit a person to inspect and copy all files and records pertinent to his or appeal.

F. Minimum notice to move. If a person files a written appeal under paragraph A(2) or A(3) of this section, he or she shall not be required to move from the real property until at least 20 days after he or she receives the local government's written determination on his or her appeal, or, if he or she submits his or her request to the Department for a review, the written Department determination. The person shall be given at least 20 days advance notice of the date by which he or she must move.

G. Laws, rules, and regulations applicable to the CDBG program. In deciding appeals, applicable laws, rules and regulations will be applied in a manner that best fulfills the objective of providing "fair and equitable treatment" so that displaced persons do "not suffer disproportionate injuries as a result of programs designed for the benefit of the public as a whole."

### III. APPEAL TO LOCAL GOVERNMENT

A. Timing for initiating appeal to local government. Unless waived by the local government or the Department, an appeal to the local government (either oral or written appeal) shall be filed as follows:

- (1) An appeal concerning eligibility for, or the amount of, a payment shall be filed within 6 months after the local government's notification to the person of its determination on the claim. An appeal of the local government's refusal to waive the time limit for filing a claim or its refusal to waive the on-year purchase and occupancy requirement shall be filed within 30 days after such refusal;
- (2) An appeal alleging failure to provide appropriate housing referrals or to properly inspect the replacement dwelling or failure to comply with availability of comparable replacement dwellings or safe, decent, and sanitary housing guidelines prior to displacement shall be filed not later than 6 months after the person's displacement; and
- (3) An appeal alleging failure of the local government to comply with notice of right to continue in occupancy, shall be filed not later than 6 months after (a) the person's permanent move from the real property, or (b) the end of the 4-year occupancy period, whichever occurs first.

B. Oral appeal to local government. If a person, orally or in writing, asks to make an oral appeal to the local government, the local government shall give him or her the opportunity to present his or her appeal orally to an appropriate local government official within 15 days. The local government shall prepare a summary of the matters discussed in the oral presentation and include it as a part of its case file. If the local government does not grant the full relief requested by the person, it shall promptly notify him or her to that effect, in writing (certified mail, return receipt requested) with a copy to the Department. The notification shall indicate that

the person has a right to file a written appeal under this Section. A person's request for an oral presentation shall not entitle him or her to any postponement of displacement.

C. Request for review of written appeal. A person may file a written appeal to the local government, whether or not he or she has made a prior oral presentation. The appeal may include any related statement of fact or other material. If necessary, the applicable time limit for filing an appeal shall be extended to assure that the person has at least 30 days after receiving notification of the decision on his or her oral appeal in which to file a written appeal.

D. Scope of review of written appeal. The local government shall consider a person's written appeal, regardless of form. In deciding the appeal, the local government shall consider:

- (1) All applicable laws, rules, regulations, and any other state or federal requirements;
- (2) All pertinent justification and written material submitted by the person making the appeal; and
- (3) All material upon which the local government based the determination(s) being appealed and any other available information that is needed to insure a fair and full review of the appeal. However, the local government must ensure that the person making the appeal has had reasonable opportunity to review any such materials and information on which an adverse ruling on the appeal may be based.

E. Determination and notification after written appeal. Within 30 days after receipt of all information submitted by a person in support of his or her appeal, the local government shall make its written determination on the appeal and furnish the person with a copy by certified mail, return receipt requested. The written determination shall include, at a minimum:

- (1) The local government's decision upon review of the appeal;
- (2) The factual and legal basis upon which the decision is based;
- (3) If any payment or other relief to the person is granted, a brief statement on how this will be provided; and
- (4) If the full relief requested is not granted, a statement of the person's right to appeal to the Department within 30 days and the address of the appropriate office.

F. Request for additional time. If a person makes a reasonable request for additional time to gather and prepare information for a written appeal, he or she must be granted a reasonable amount of additional time.

G. Assistance to person making appeal. If a person is unable to prepare a written appeal, the local government shall offer him or her appropriate assistance and notify him or her of other available sources of assistance.



H. Recommendation by third party. A person making an appeal and the local government may, by mutual agreement, arrange for a third party to review the appeal and make recommendations to the local government for its final determination. The agreement may provide for an extension of the 30-day time limit for local government review. In reviewing the claim and making recommendations, the third party shall comply with the provisions of paragraph (D) of this section. After receiving the recommendation, the local government shall comply with the requirements of paragraph (E) of this section.

I. Local government official to hear appeal. The local government official hearing an oral appeal or conducting the review of a written appeal shall be either the President of the Town of Sneads Town Council or his authorized designee other than an official directly involved in the action appealed or a subordinate to such an official.

#### IV. DEPARTMENT REVIEW OF APPEAL

A. Request for Department review. If a person is not satisfied with the local government's determination on his appeal, he or she may request that the Department review the local government's determination. The request must be sent to the Chief, Bureau of Community Assistance, Division of Housing and Community Development, Department of Economic Opportunity, 107 East Madison Street, Tallahassee, Florida 32399-6508 within 30 days after the person received the local government's decision. The person must also furnish the local government with a copy of their request for Department review.

B. Determination and notification by the Department. The Department may elect to assign staff to review or participate in the review. The Department, upon receipt of the request to review the decision and within 14 days after receipt of the materials, described in Section C below, shall make its written determination and shall furnish a copy to the local government and the person requesting the review. The Department's determination shall include, but need not be limited to:

- (1) The Department's finding after review;
- (2) The factual and legal basis upon which the finding is based, including any pertinent explanation; and
- (3) If any payment or other relief for the person is recommended, the Department will provide appropriate directions to the local government on how this is to be provided.

C. Submission of local government agency's file. Within 5 days after receiving a copy of a person's appeal to the Department, the local government shall submit to the Department a complete copy of its case file on the appeal.

#### V. LOCAL GOVERNMENT DISMISSAL OF APPEAL NOT BASED ON MERITS.

General. If the local government dismisses an appeal as being late, or premature, or because of any other reason not based on the merits of the issues involved, it shall notify the

person in writing, with a copy to the Department, of its reasons for the dismissal. The notification shall be sent to the person within 10 days, certified mail (return receipt requested), after he or she files the appeal and shall indicate that he or she shall have 30 days to seek the Department review of the dismissal per Section IV above.

## VI. JUDICIAL REVIEW

Nothing in this subpart shall in any way preclude or limit a person from seeking judicial review of his or her appeal on its merits or seeking any other legal remedy available.

TOWN OF SNEADS  
SECTION 3 AND AFFIRMATIVE ACTION POLICY

The Town of Sneads is committed to eliminating discrimination based on race, color, religion, sex, national origin, age, or physical handicap. This local government will comply with requirements of Section 3 (Use of Small Project Area), the Equal Employment Opportunity Act of 1978 (In-House Equal Employment Opportunity), Executive Order 11246 -as amended by Executive Order 11375- (Equal Employment Opportunity on Federally Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

Notice of the policy will be placed in plain sight on job location(s) for the benefit of interested parties and all contractors and subcontractors will be notified. All Equal Opportunity posters will be displayed as required.

IMPLEMENTATION

The Human Resource Director is appointed as Equal Opportunity Officer. Duties include coordinating local efforts in recruiting employees, resolving complaints, and submitting required reports. The Purchasing Director is responsible for soliciting bids.

IN-HOUSE PROGRAM UNDER SECTION 3

EMPLOYMENT

This local government will encourage the employment of local residents, especially those who have a low to moderate income, and those who are female and/or of a minority racial/ethnic classification. This will be accomplished through the following procedures:

- 1) Current employees will be encouraged to improve their job skills and qualification through training and education. Such improvements are to be considered for employee promotion.
- 2) All employment opportunities will be publicly advertised, including the equal opportunity employer designation. This is to provide an adequate opportunity for qualified individuals to apply for employment and to assure an adequate pool of qualified applicants from which to hire.
- 3) When appropriate, notification of employment opportunities will be issued to organizations such as local schools, employment services, minority organizations, and social service agencies who may refer qualified individuals for employment consideration.

- 4) Recruitment practices, including those described in paragraphs 2 and 3, will be conducted in an effort to include qualified minorities and females in all levels of responsibility and departments of government in relation to the population and/or available workforce.
- 5) When applicants are equally qualified preference will be given to hiring minorities and females in furtherance of the goal expressed in paragraph 4.

## PROCUREMENT OF GOODS AND SERVICES

This local government will encourage the utilization of minority and female-owned and small businesses. This will be accomplished through the following procedures:

- 1) Quotes for small purchases will be solicited from local businesses when the required goods and/or services can be obtained economically.
- 2) Lists of local minority and female-owned businesses will be maintained for use in soliciting quotes and bids. Other directories of minority and female-owned businesses will be utilized in seeking bids when local competition is inadequate.
- 3) Requests for bids and proposals for services or goods will be advertised, although it may also be necessary to advertise some projects over a broader geographic area in order to obtain adequate competition.
- 4) Where applicable, Federal Section 3 and Affirmative Action language will be included in contracts and requests for bids. See Attachment A.
- 5) Contractors will be informed of Section 3 and Affirmative Action requirements and required to ensure compliance.

The local government hereby establishes the following goals for minority and female hiring and participation in contracted services:    Minority – 29.5%    Female – 6.9%

The Town of Sneads shall include requirements for M/WBE outreach in its CDBG procurement of goods and services so as to meet statutory requirements for minority and female participation. Contractors shall be required to include a list of subcontractors that were contacted for major activities of work and meet the criteria for M/WBE certification. Lists such as the State of Florida Office of Diversity's Minority and Women Business list shall be used as the County's list. Other lists, such as those published by the University of Georgia Small Business Development Center Network and/or the Alabama Department of Economic and Community Affairs Office of Minority Business Enterprise, may also be used with Town of Sneads' proximity to the states of Georgia and Alabama. The Town shall also send information pertaining to procurement opportunities to the Small Business Administration Regional Office so that the office may also forward procurement opportunities to the database of SBE/DBE/M/WBE vendors statewide.

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida  
on this 14<sup>th</sup> day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk

ATTACHMENT A  
FEDERAL FUNDS CLAUSES  
FOR  
AFFIRMATIVE CONTRACTING AND SUBCONTRACTING

Anticipated contracts involving Federal funds to be awarded and to be bid include but are not limited to the following funding programs:

The Community Development Block Grant Program

All bids and contracts involving Federal funds will contain the required Section 3 language as follows:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the local government and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing within the corporate limits.
- B. The parties to this contract will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of the Department of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of the contractor's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of the Department of Housing and Urban Development under 24 CFR. The contractor will not

subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not enter into any subcontract unless the subcontractor has first complied with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the project and is binding upon the applicant or recipient, its contractors and subcontractors, and its successors, and assigns those sanctions 1) specified by the grant agreement, loan agreement, or contract through which Federal assistance is provided and/or 2) specified by 24 CFR Part 135.

The State Business Registry will be used to the extent possible to fill subcontracting needs. Businesses within the corporate limits will be sought out and informed of their need to be on the Business Registry.

Further:

- 1) Each contractor shall be informed of the affirmative action requirements and ensure compliance.
- 2) All required reports will be submitted on time and all contractors and subcontractors will submit required reports as needed.
- 3) The prime contractor will assume responsibility for submission of both the prime contract and subcontract Affirmative Action Plans.
- 4) The subcontractor's Affirmative Action Plan should be reviewed for adequacy by the prime contractor evidenced in writing prior to submitting for approval.
- 5) The prime contractor and subcontractor shall set forth a method for the review of workforce needs, goals, and recruitment methods.
- 6) Workforce recruitment methods shall comply with the goals of the Section 3 clause regarding Equal Opportunity and notice of this policy will be placed in plain view on the job location for the benefit of all interested parties.
- 7) The prime contractor will specify all subcontractors indicating anticipated dollar amounts and set forth goals and objectives, and where feasible award subcontractors to local small and disadvantaged businesses. The prime contractor and subcontractors will, to the maximum extent feasible, notify qualified local businesses of all pending contracts and/or subcontracts.

- 8) The prime contractor and subcontractors shall determine the approximate manpower needs on the basis of crafts needed for completion of various projects and through special outreach efforts make these needs known to public and private recruitment services and, to the maximum extent feasible, use lower income residents as trainees and workers (if qualified) to complete various projects.
- 9) All personnel actions on the part of the prime contractor and subcontractor shall be made on a non-discriminatory basis without regard to race, color, religion, sex, or national origin. The racial demographics of the total workforce will, to the maximum extent possible, reflect the local racial demographics.

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**TOWN OF SNEADS, FLORIDA**  
**CITIZENS PARTICIPATION PLAN**  
**&**  
**COMPLAINT PROCEDURE**

In order to provide citizens with information concerning the proposed Community Development Block Grant (CDBG) program before an application is submitted, the Town of Sneads shall:

- a. Make available to the public, in a reasonable and timely manner, information concerning the amounts of funds available for the various activities and the range of activities that may be undertaken.
- b. Provide citizens with adequate notice of public hearings, which are to be held at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. Public hearings will be announced in a public notice a minimum five (5) days but not more than twenty days prior to the scheduled hearing. If a substantial number of non-English speaking residents could reasonably be expected to attend a public hearing, an interpreter will be provided for the language expected to be represented. To ensure accessibility, hearings will be held at locations that are ADA accessible.
- c. If any party representing low to moderate income persons requests assistance for developing a proposal for the CDBG project, the governing body shall determine the eligibility of the proposed activity. If the potential project is eligible for funding, the party's idea will be discussed at the first public Hearing in the CDBG application amendment stage. Information is available from the State regarding the application process.
- d. Hold at least one public hearing to obtain the views of the citizens on community development needs.
- e. A Citizens Advisory Task Force (CATF) composed of citizens living within the jurisdiction of the town shall be established to provide input relative to all phases of the project. Residents of low to moderate income neighborhoods shall be included on the CATF. At least 51% of the CATF members shall be from Low to moderate income households. The CATF members shall be appointed by the governing body and may be reappointed as a standing committee.  
  
The CATF shall meet at its discretion and will offer recommendations as it deems appropriate.
- f. Develop and publish a summary or draft of the proposed application that will be provided citizens with an opportunity to examine its contents and submit their comments.
- g. Consider any comments and views expressed by citizens on the proposed application and if appropriate, modify the proposed application.

h. Hold at least one public hearing to obtain the views of citizens on the final application, prior to its submission to the grant agency.

i. Hold at least one public hearing during the grant implementation process to review the program performance. This may be combined with the public hearing on amendments if any hearings are required.

J. Provide for a timely written answer to written grievances and complaints, within fifteen (15) working days where applicable. All inquiries concerning the CDBG program will be promptly answered either by telephone, personal contact or in writing. All written inquiries will be answered in writing by a local government representative. The response period shall not exceed fifteen (15) working days from receipt of the written complaint.

k. Complaints and grievances should be handled as follows:

Any person who feels that he/she has been discriminated against because of race, color, religion, sex national origin, age, or physical handicap, or has a complaint concerning quality of workmanship should contact the responsible local government CDBG administrator. All complaints should be filed within forty-five (45) days of the alleged unlawful practice. The appropriate party will conduct a fair and impartial review. Proper notification will be provided to the complainant.

If the complainant is still not satisfied, he/she may file a request for a hearing before the Town Council. This request for hearing must be made within 15 days of receipt of findings from the CDBG program administrator. Requests for hearings are made through the Town Clerk.

If the complainant is still not satisfied following the hearing, he/she may appeal the local determination/decision by filing a written complaint with the Florida Department of Economic Opportunity.

Nothing in the aforementioned procedures shall prohibit a person from filing a complaint directly to the U.S. Department of Housing and Urban Development, c/o Fair Housing and Equal Opportunity Division or the Florida Department of Economic Opportunity, Tallahassee, Florida. Housing discrimination complaints or questions may also be filed by calling HUD Jacksonville Region 904-232-2677, NW FL Regional Office 850-263-5303, or the Housing Discrimination Hotline at 1-800-669-9777.

Approved this 14<sup>th</sup> day of December 2021.

ATTEST

TOWN OF SNEADS

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Sherri Griffin  
Town Clerk

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Mike Weeks  
Town Council President

**TOWN OF SNEADS  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PURCHASING POLICY  
INCLUDING THE MINORITY BUSINESS ENTERPRISE POLICY**

**I. PURPOSE**

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

**II. APPLICATION OF POLICY**

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

**III. PURCHASING DIRECTOR**

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

**IV. PURCHASING AND CONTRACT AWARD PROCEDURES**

**A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS**

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

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

**B. SMALL PURCHASES**

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

**C. PURCHASING QUOTES**

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

the Purchasing Officer.

#### D. COMPETITIVE SEALED BIDDING

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

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

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

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

a) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.

b) Approved Equivalents: The Agency reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.

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

forth for the submittal of proposals and opening bids.

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

5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this Policy.

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

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

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

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

9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible

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

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

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

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

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

#### E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV where qualifications, not

price, is the basis for contract award shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV, E2.

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

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

(1) **Scope of Project Requirements.** Prior to submission of the request for proposals for professional services as an agenda item for approval by the Council, the Purchasing Officer shall submit to the Agency written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following;

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

(2) **Distribution of Project Requirements.** The Purchasing Officer shall distribute the written project requirements as approved by the Agency Commission to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an invitation to such persons to submit an indication of interest in performing the required services, and by

notification of the date and time when such indications of interest are due. This date shall not be less than twelve (12) calendar days from the date of public notice which the Purchasing Officer shall publish in at least one daily newspaper of general circulation where the project is located and in a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA). Alternatively, the Agency may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid.

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

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

b) **Selection Committee Membership and Evaluation.** Depending on the expected complexity and expense of the professional services to be contracted, the Agency may determine whether a three member or five member selection committee will best serve the needs of the Commission.

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

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

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

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

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

(4) **Shortlisting.** If determined by the selection committee, the best qualified respondents shall be



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

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

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

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

- c) Negotiation Staff. Contract negotiations shall be conducted by the Purchasing Officer unless the Mayor directs that negotiations be conducted by a Negotiation Committee.

d) Negotiation.

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

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

- a) Conditions for Use. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.
- b) Consultant's Competitive Negotiation Act. Professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.
- c) Commission on Approval. Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive sealed Proposals shall be approved by the Town of Sneads prior to solicitation.
- d) Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection IV-D-3 of this Policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the Agency's MBE/WBE solicitation list.

- e) Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
- f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- g) Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Town of Sneads Town Council, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the Agency Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- h) Award. Award shall be made by the Agency Commission to the lowest responsive and responsible offerer whose proposal is determined in writing to be the most advantageous to Town of Sneads, taking into consideration the evaluation factors set forth in the Request for Proposals.

#### F. SOLE SOURCE PURCHASES

- a) Sole Source Certification. A contract may be awarded for a supply, service material, equipment or construction item(s) without competition when the Purchasing Officer with the coinsurance of the Clerk of Courts, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service equipment, or construction item(s). Such awards will be made within the authorized procurement be placed on the agenda for Commission approval and clarification that the vendor has been determined to be a sole source. When a purchase exceeds (\$25,000} it will require prior DEO approval.

#### G. COOPERATIVE PURCHASING

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

2. Other Governmental Units. The Purchasing Officer shall have the authority to join other

units of government in cooperative purchasing ventures when the best interest of the Agency would be served thereby, and the same is in accordance with this Policy and with the Agency, Federal and State Law.

#### H. BID PROTEST

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

2. Filing a Protest. Any person who is affected adversely by the decision or intended decision of the Agency shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after he/she filed the notice of protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this section. A written protest is filed with the Agency when it is delivered to and received in the office of the Purchasing Officer.

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

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

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

- a) Protest Proceeding Procedures

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

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

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

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

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

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

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

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

## I. CONTRACT CLAIMS

1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a Agency contract, or any claim arising out of the performance of a Agency contract, prior to an appeal to the Agency Commission or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the Agency Commission.

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

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

4. Finality of the Purchasing Officer Decision: Contractor's Right to Appeal. The Purchasing Officers decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the Agency Commission.

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

#### J. REMEDIES FOR SOLICITATION OR AWARDS IN VIOLATION OF LAW

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

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

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

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

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

(2) the contract may be terminated, and the person awarded the contract shall be compensated for

actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or

(3) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the Agency.

## V. CONTRACT ADMINISTRATION

### A. CONTRACT PROVISIONS

#### 1. Standard Contract Clauses and Their Modification.

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

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

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

## contract

- (1) when the contract is negotiated;
- (2) when the contractor provides the site or design; or
- (3) when the parties have otherwise agreed with respect to the risk of differing site conditions;

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

## B. PRICE ADJUSTMENTS

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

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



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

#### C. CHANGE ORDERS/CONTRACT AMENDMENTS

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

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

#### D. ASSIGNMENTS OF CONTRACTS

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

#### E. RIGHT TO INSPECT PLANT

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

### VI. RIGHTS OF THE AGENCY COMMISSION

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

### VII. AGENCY PROCUREMENT RECORDS

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

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

### VIII. SPECIFICATIONS

#### A. MAXIMUM PRACTICABLE COMPETITION

1. All specifications shall be drafted to promote overall economy and encourage competition in satisfying the Agency needs and shall not be unduly restrictive.
2. This Policy applies to all specifications including, but not limited to, those prep\_9f for the Agency by architects, engineers, designers, and draftsmen.

#### B. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the Agency determines that:

- a) no other design, performance, or qualified product list is available;
- b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
- c) the nature of the product or the nature of the Agency requirements makes use of a brand name equivalent specifications suitable for the procurement; or
- d) use of brand name or equivalent specification is in the Agency's best interest.

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

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

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

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

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

#### C. BRAND NAME SPECIFICATIONS

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

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

## IX. ETHICS IN PUBLIC CONTRACTING

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

### B. Employee Conflict of Interest.

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

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

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

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

### C. Contemporaneous Employment Prohibited.

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

### D. Use of Confidential Information.

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

### E. Gratuities and Kickbacks.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Agency employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request,

influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application request for ruling, determination, claim or controversy, or other particular subcontract, or to any solicitation or proposal therefore.

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

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

#### F. Sanctions.

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

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

2. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:

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

#### G. Recovery of Value Transferred or Received In Breach of Ethical Standards.

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

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

#### X. FEDERAL POLICY NOTICE

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

shall include the following provisions:

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

#### B. Notice of Federal Public Policy Requirements.

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

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

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

#### XI. PAYMENT TO VENDORS

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

#### XII. MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

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

##### B. Policy Statement.

1. It is the policy goal of the Agency that two percent {2%} of the Commission approved

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

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

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

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

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

#### 1. Capital Improvement Projects.

- a) Review. The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the Agency Commission. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.
- b) Pre-Bid Activity.

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

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

of technical assistance.

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

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

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

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

## 2. Contractor Responsibilities.

- a) Contractors must indicate all MBE/WBEs contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
- b) A contractor who determines that an MBE/WBEs, named in the bid submittal is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.
- c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
- d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
- e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate Agency representatives to review the project scope and the MBE/WBE utilization plan.
- f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission

approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.

### 3. MBE/WBE Contractor Responsibilities.

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

### 4. Joint Venture Responsibilities.

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

### E. Fulfilling MBE/WBE Participation Requirements.

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

## XIII. PAYMENT

A. Payment will be expedited by the Commission within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.

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



project.

#### XIV. WAIVER OF BID BOND REQUIREMENTS

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

#### XV. BID LIST

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

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

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

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

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

#### XVI. REPORTING

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

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

#### XVII. SEVERABILITY CLAUSE

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

PASSED, APPROVED, AND ADOPTED by the Town Council of the Town of Sneads, Florida  
on this 14<sup>th</sup> day of December 2021.

TOWN OF SNEADS

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Mike Weeks  
Town Council President

ATTEST

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Sherri Griffin  
Town Clerk

## SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement (“Agreement”) is entered into November 15<sup>th</sup>, 2021, between Sunrise Consulting Group (“SCG”), of 5957 Riviera Lane, New Port Richey Florida, 34655 and the Town of Sneads, a political subdivision of the State of Florida (“Town”), of 2028 3rd Ave, Sneads, FL 32460.

ACCORDINGLY, the parties agree:

1. **Engagement Period.** The Town shall engage SCG as a “consultant” for a period of 12 months (the “Engagement Period”). This Agreement will commence January 16<sup>th</sup>, 2021 and expire on January 16<sup>th</sup>, 2022.
2. **Performance of Duties.** SCG’s duties will include, but are not limited to, the following:
  - a) Disaster Rehabilitation Representation for City Facilities: SCG shall represent the Town before the Florida Legislature, Executive Branch, Departments, and staff to assist the Town in receiving the support and resources needed for post disaster recovery to municipal facilities.
  - b) Updates and Reporting: SCG will provide updates concerning meetings, communications, or actions taken on behalf of The Town.
  - c) Communication: SCG will be available to meet with the administrative team and staff. SCG may use email, telephone or in person meetings to communicate with the Town. SCG may ask to schedule a conference call as information becomes available, or issues develop that impact the priorities of The Town. SCG shall communicate immediately when important information becomes available.
  - d) Required Registration: The Town shall complete all forms necessary to comply with Executive and Legislative Representation Registrations requirements under Florida Law that may arise because of SCG’s representation during the term of this Agreement or after its Termination should reporting periods overlap. SCG shall register all meetings and legislation lobbied in accordance with Florida House of Representatives Rule 17.
3. **Compensation.** SCG shall receive the following during the Engagement Period:
  - a) Retainer: SCG will be paid \$30,000.00 for the duration of this contract, to be paid in 12 monthly installments of \$2,500.00 USD.
  - b) Payment: SCG shall send an invoice on the first business day of each month. Payment shall be made by Town no later than forty-five (45) days upon receipt. All payments shall be remitted to Sunrise Consulting Group Town 5957 Riviera Lane, New Port Richey, Florida 34655. All invoicing and payment terms will be governed by the

applicable provisions of Part VII of Chapter 218, Florida Statutes, (the “Local Government Prompt Payment Act”).

- c) Monthly Costs: Additional Costs directly attributable to the performance of this work may be billed in addition to the retainer. These costs may include required registration fees, and other expenses incurred on behalf of the Town. No monthly costs in aggregate exceeding \$100.00 may be incurred or deemed to be due and owing without the Town’s prior approval.
- d) Either party may terminate this contract, the party seeking to terminate this contract must give written notice to the other party 30 days prior to the day of cancellation.

**4. Representations and Warranties.** SCG represents and warrants the following:

- a) Conflict with Other Clients.: SCG shall not retain a client during our engagement period when that client will create a conflict with The Town. At the execution of this Agreement, SCG Warrants that it does not have any clients that conflict with the interests of The Town.
- b) Compliance with Law: SCG shall always comply with applicable laws and regulations, including, but not limited to, laws related to required registration and disclosure and anti-corruption.

**5. Confidentiality.** During and after the Engagement Period, (i) SCG may not divulge, directly or indirectly, any secret or confidential information or knowledge pertaining to the business of The Town, or its subsidiaries, obtained by SCG while engaged by The Town and (ii) shall use such information or knowledge solely for the representation of The Town in SCG’s performance of services under this Agreement.

**6. Modification.** No provision of this Agreement may be modified, amended, waived, or discharged unless such amendment or waiver, modification, or discharge is agreed to in writing by both parties.

Parties may renegotiate the terms of SCG’s engagement at any time, but changes must be in writing, attached to the Agreement, and signed by both parties.

**7. Assignment.** No party may assign its rights without the written consent of the other party, provided that Town may assign this Agreement to any successor of the Town’s business, or assets. The non-assigning party will not unreasonably withhold consent.

**8. Delegation.** No party may delegate its performance without the written consent of the other party.

**11. Venue and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the State

of Florida. By entering into this Agreement, The Town and SCG hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

- 13. Entire Agreement.** This Agreement reflects the entire understanding between the parties. Any written, printed, or other materials which The Town provides to SCG that are not included in this Agreement are provided on an "as is" basis, without warranty, and solely as an accommodation to SCG.

IN WITNESS THEREOF, the parties hereto have executed this Agreement of as the date written above.



By: \_\_\_\_\_

Name:

Title:

SHAWN FOSTER

*PRESIDENT*

*Sunrise Consulting Group*

\_\_\_\_\_  
DATE

10 November 2021

DATE

Scan 169

November 9, 2021

Town of Sneads City Council,

Kim Sheff and I would like to sell a parcel of land located at 2044 Green Ave. Sneads, to a Mr. Curt Wolf for the purpose of building a facility to house a light manufacturing site. Mr. Wolf assembles kitchen cabinets. We understand this would require a change of zoning. The property in question is next to the Post Office. Water and Sewer is available on Green Ave. Thank you for your consideration.

Peter M. Sheff

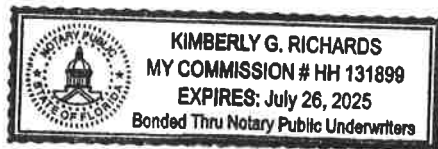
Kimberly S. Sheff

State of Florida

County of Jackson

December 18, 2021

Kimberly G. Richards



**Lee Garner**

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**From:** Lee Garner <sneadsmgr@sneadsfl.com>  
**Sent:** Monday, November 22, 2021 8:51 AM  
**To:** dhcox@gtcom.net  
**Subject:** Request for Guidance  
**Attachments:** Image (169).tif

Please see attached correspondence and request from property owner to be allowed to sell a vacant piece of property and change zoning. Absent a zoning ordinance, I researched our comp plan, land use section and have furnished copies of pages regarding residential property. The property in question is adjacent to the Sneads Post Office which is commercial. South of the Post Office is a Church. The land is reflected as vacant on the property appraisers documents, which it is.

Do you think we could call it Mixed Use Rural Development which allows both commercial and residential, with on 25% of the area being commercial based on information we have, or do you think we should do a full scall re-zoning procedure? Both parties will be at our next council meeting on December 14<sup>th</sup>.

Thank you and have a great Thanksgiving.

Lee Garner, Town Manager

2044 GreenAve



## **Town of Sneads**

**PO Drawer 159**

**Sneads, Florida 32460**

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

**Email: Sneadsmgr@sneadsfl.com**

December 14, 2021

MEMO TO: Council President and Council Members

SUBJECT: Event in Lieu of Christmas Parade

I understand there will be a group present tonight demanding a Christmas Parade, but the decision that was arrived at last weekend was made with much meteorological input and I would make the same decision again based with the same concepts.

To have a Christmas with Santa, we scheduled a meet and greet with Santa for Thursday, December 16<sup>th</sup>, from 3 to 5 PM, serving cookies and hot chocolate. After some further thought, we know people always like to eat, so we have decided to provide hot dogs, chips, and soft drinks to all that come to the event with Santa, extending the time depending on the crowd we will have.

With most organizations taking all the decorations off of the few floats used in other parades in the area, we would be hard pressed to have a viable parade, and we do not have permission to utilize Hwy 90. After discussion with the Police Chief, there are very few streets in town that allow for parking where children could be allowed to run in the streets to pick up candy, an important safety issue. School gets out Friday and many families leave for vacation or to spend holidays with distant family members, the band would not be available on such short notice, and a parade without a band is not a great parade.

In the future we can before hand set an inclement scheduled date when we get the parade permit from DOT, in case this happens again.

I am sorry but with the short amount of time and pressing up on the weekend before Christmas, I do not recommend we attempt a parade this year but continue with the plans outlined above.

Thank you for your consideration of this proposal.

LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Police Chief





## Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

Website: [sneadsfl.com](http://sneadsfl.com)

Facebook: Town of Sneads – City Hall

Email: [sneadsmgr@sneadsfl.com](mailto:sneadsmgr@sneadsfl.com)

December 10, 2014

MEMO TO: Council President and Council Members

SUBJECT: Town Manager's Report – December 2021

1. We will have the 2021 ninth time in a row State Class A Volleyball Champions present at our meeting and I have prepared a proclamation for them as reflected on the attached. I invited Channel 13 of Panama City to be here, but do not have confirmation.
2. We will have some updated policies regarding CDBG applications that need to be updated so that the Town is following current guidelines. I hope to have them to attach here so you can review them prior to council.
3. I have attached an agreement for Sunrise Consulting Group (SCG) for consideration and approval. I did a two (2) month agreement with them based on discussions from last council meeting, and if council desires to continue their service, which I recommend, this needs to be approved.
4. I have attached some information regarding request for zoning determination for property at 2044 Green Ave (North of the Post Office). Absent a zoning ordinance, I have provided information from our comprehensive plan to review and hopefully be able to make a decision. The property owner and prospective purchaser will be in attendance.
5. I have included some other material for your review to this report. As you can see, all the latest changes with COVID and distribution of more funding from the federal government, has resulted in many changes to our tax code and employment documentation.
6. I wish each of you a very Merry Christmas and Happy New Year. I will be on vacation from 12-22 to 12-28, visiting my daughter in Denver, CO.

  
LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Town Attorney

## **Town of Sneads Stormwater System Restoration & Flood Resiliency Improvement Project**

### **BACKGROUND**

On October 10, 2018, Hurricane Michael slammed into the Florida Panhandle as a historic category 5 storm. In its wake, over \$25 billion in damages to an area that already had its fair share of economic struggles.<sup>1</sup> An initial estimate put the damage in Jackson County alone around \$56 million.<sup>2</sup> A number that surprises no one in the Town of Sneads where they watched the eye of the storm pass directly overhead.

Just inland from where Hurricane Michael made landfall, devastation. Wide swaths of lush timberland almost ceased to exist in an instant. What little infrastructure the Town of Sneads had was devastated. More utility poles than not were left snapped or laying on the ground. The Town's crucial wastewater plant took a punch.<sup>3</sup> Waterways, drainage ditches, culverts, and rivers backed up, clogged and damaged from the unprecedented amount of debris.<sup>4</sup>

Many residents were left homeless or living in unsafe, damaged homes. Many left the region entirely, further depressing the local economy.

Even after funds – state dollars, followed by federal – started to trickle in, projects were widespread, generalized, and most of the time piecemeal efforts at economic and municipal survival. Long term issues, for the most part, in town's like Sneads have not been truly addressed.

Now, almost two years later, the bleeding has been stopped, but the wounds are not healing. Recent storms like Hurricane Sally ripped band-aids off, showing just how important it is to fix those long-term issues brought on and exacerbated by Hurricane Michael. Critical infrastructure remains non-existent or in disrepair, making the decision to leave that much easier for many residents.

This CDBG-DR offers a real chance at targeted, complete, and funded recovery projects to get the Town of Sneads truly back on its feet and back in Florida's economic race to the top.

### **PROBLEM IDENTIFICATION**

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<sup>1</sup> Bolden, G. (2019, March 04). Hurricane Michael Damages Amount To \$25 Billion. Retrieved October 05, 2020, from <https://news.wfsu.org/state-news/2019-03-04/hurricane-michael-damages-amount-to-25-billion>

<sup>2</sup> Hoffman, A. (2020, October 13). SPECIAL REPORT: A breakdown of the FEMA money spent across the panhandle over the last 2 years. Retrieved October 28, 2020, from <https://www.mypanhandle.com/news/hurricane-michael/special-report-a-breakdown-of-the-fema-money-spent-across-the-panhandle-over-the-last-2-years/>

<sup>3</sup> Hassanein, N. (2019, October 13). 'Stress. Bills. Stress': Farming couple in Sneads lost a year's income after Hurricane Michael. Retrieved October 28, 2020, from <https://www.tallahassee.com/story/news/2019/10/12/hurricane-michael-sneads-farmer-couple-lost-years-income/2284523001/>

<sup>4</sup> Miller, L. (2019). Feds Fund Nearly \$1 Billion in Hurricane Michael Recovery. Retrieved October 28, 2020, from <https://lisamillerassociates.com/newsletter-story/feds-fund-nearly-1-billion-in-hurricane-michael-recovery/>

During Hurricane Michael's landfall and in the period after, the Town of Sneads experienced massive stormwater issues. The existing infrastructure within the city limits was overwhelmed. City staff have eyewitness accounts of stormwater flowing free of planned drainage systems, causing flooding. As the weather finally cleared, it became apparent that Hurricane Michael had left a trail of damage and debris that would cause the Town of Snead's stormwater issues to be a nightmare for many years to come.

In the days immediately following the storm, Barbara Goodman, Deputy Director of the Department of Environmental Protection, told the Florida Cabinet that addressing waterway debris would cost at least \$167 million – it took \$65 million for Hurricane Irma and Matthew combined.<sup>5</sup> In areas like Sneads, where natural drainage to major waterways like the Apalachicola River is so heavily relied on, this problem of waterways being clogged or collapsed under is particularly damaging. Additionally, a drainage study performed in 2013 revealed that the drainage systems in place in the Town of Sneads were already significantly underperforming causing harmful flooding. Now, after Hurricane Michael, a landscape stripped of nearly all of its natural groundcover and forestation has only increased the amount of runoff that Sneads must confront during heavy rain events.

The stormwater problems that the Town of Sneads faces simply cannot be sustained much longer. There is an urgent need for funding to conduct a system wide stormwater project to finally allow members of this community to begin to truly rebuild.

### PROPOSED PROJECT

The Town of Sneads intends to conduct system-wide stormwater infrastructure improvements to address flooding that occurred during Hurricane Michael and continues to occur due to urgent, unmet recovery needs after the disaster. This will include the construction of stormwater management facilities, installation and replacement of drainage pipes and culverts, and ditch stabilization and widening. The proposed project consists of the proposed project components itemized and identified below.

### ITEMIZED LIST OF PROPOSED PROJECT COMPONENTS (WEST TO EAST)

- Keevers Road – Construct Drainage Pipes and Roadside Ditch
- Oneida Street – Regional Stormwater Management Facility
- McKeown Mill Road – Replace Existing Cross Drain
- River Road & US Highway 90 – Construct Drainage Pipes
- McKeown Mill Road – Regional Stormwater Management Facility
- Tanana Avenue – Construct Stormwater Drainage Inlets, Manholes, and Pipes
- Pope Street – Restore and Stabilize Roadside Ditches, Construct Stormwater Inlet(s), and Pipes
- 3<sup>rd</sup> Avenue – Restore and Stabilize Roadside Ditches, Construct Stormwater Inlet(s), and Pipes; Replace Existing Cross Drain at US Highway 90

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<sup>5</sup> Miller, L. (2019). Feds Fund Nearly \$1 Billion in Hurricane Michael Recovery. Retrieved October 28, 2020, from <https://lisamillerassociates.com/newsletter-story/feds-fund-nearly-1-billion-in-hurricane-michael-recovery/>

- Eugenla Street – Construct Concrete Gutter Along Roadway, Inlet(s), Cross Drain, and Outfall Ditch
- Roseview Lane – Construct Outfall Pipe to Allow Stormwater Runoff to Drain South; Regional Stormwater Management Facility
- Pope Street – Construct Roadside Ditches
- Gorrie Avenue – Restore Roadside Ditches and Construct Side Drainpipes, Construct Cross Drain Under Gorrie Avenue to Allow Stormwater Runoff to Drain South
- Hawley Street – Construct Outfall Ditch and Piping to Allow Stormwater Runoff to Drain South; Regional Stormwater Management Facility
- Hunter Drive – Construct Pipe and Increase Existing Ditch Capacity; Regional Stormwater Management Facility
- Pope Street – Construct Cross Drain for Closed Basin
- Oak Avenue & Adams Street – Construct Roadside Ditch, Side Drainpipes, and Cross Drain Under Hawley Street

#### TIEBACK TO HURRICANE MICHAEL

According to a 2013 study, the Town of Sneads' stormwater system has been undersized and underdeveloped for a number of years. While the study suggested some ways to address the risks and problems associated with that, the Town simply did not have the resources for a project of the magnitude needed.

Then disaster struck in 2018. The Town of Sneads took a direct hit from Hurricane Michael. While the heavy rain overwhelmed the limited stormwater infrastructure in place, the historic wind hurled debris all over plugging ditches, removing ground cover, and blocking natural drainage paths. Flooding was inevitable.

Now in 2020, leftover debris and damage from Hurricane Michael continues to hinder an already ineffective stormwater system. Worse still, when Hurricane Michael tore through the Florida panhandle it literally reshaped the landscape. Water flows differently and the removal of all substantial groundcover means it flows with more force. That's a problem for towns and cities with adequate infrastructure. It's a disaster for the Town of Sneads. Where there had been a nagging, sometimes inconvenient need before Hurricane Michael, there is now a critical, urgent need. Flooding has already become more prevalent and dangerous since Hurricane Michael. Without a complete systemwide restoration project with an emphasis on flood resiliency improvements, the Town of Sneads will continue to be held hostage on rainy days.

#### COST TO IMPLEMENT

The following is a conceptual level construction cost estimate accounting for administration, engineering, planning, surveying, property acquisition, construction engineering inspection, and construction of up to 2,800 linear feet of drainage pipe, 200 linear feet of concrete box culverts, 3,000 linear feet of ditches, 1,100 linear feet of ditch cleaning/reshaping, 1,750 linear feet of ditch widening, and up to 4 stormwater management facilities. This construction also includes drainage inlets, manholes, pipe end treatments, curbs & gutters, pond control structures, ditch

pavement/stabilization, roadway restoration, utility adjustments, sodding/landscape restoration and all other ancillary construction activities.

The total estimated CDBG-DR funding needed for this proposed project is \$4,903,970.64.

An opinion of probable construction costs for this proposed project was completed, in consultation with Town officials, by a State of Florida Licensed Professional Engineer based on currently available information and previous project experience. Estimates are subject to change.



4000 ft

POPE STREET  
CONSTRUCT CROSS  
DRAIN FOR CLOSED BASIN

GORRIE AVENUE  
RESTORE ROADSIDE DITCHES  
AND CONSTRUCT SIDE DRAIN  
PIPES, CONSTRUCT CROSS  
DRAIN UNDER GORRIE AVENUE  
TO ALLOW STORMWATER  
RUNOFF TO DRAIN SOUTH

POPE STREET  
CONSTRUCT  
ROADSIDE DITCHES

OAK AVENUE &  
ADAMS STREET  
CONSTRUCT  
ROADSIDE DITCH, SIDE  
DRAIN PIPES, AND  
CROSS DRAIN UNDER  
HAWLEY STREET

HAWLEY STREET  
POTENTIAL STORMWATER  
MANAGEMENT FACILITY  
CONSTRUCT OUTFALL DITCH  
AND PIPING TO ALLOW  
STORMWATER RUNOFF TO  
DRAIN SOUTH

3RD AVENUE  
RESTORE AND STABILIZE  
ROADSIDE DITCHES, CONSTRUCT  
STORMWATER INLET(S) AND PIPE

POPE STREET  
RESTORE AND STABILIZE  
ROADSIDE DITCHES

TANANA AVENUE  
CONSTRUCT STORMWATER  
DRAINAGE INLETS,  
MANHOLES, AND PIPES

RIVER ROAD AND US 99  
CONSTRUCT STORMWATER  
DRAINAGE PIPES

KEEVERS ROAD  
CONSTRUCT STORMWATER  
DRAINAGE PIPES AND  
ROADSIDE DITCH TO  
REDUCE FLOODING

REGIONAL STORMWATER FACILITY  
ALTERNATIVE SITE LOCATIONS FOR  
STORMWATER MANAGEMENT FACILITY

3RD AVENUE  
REPLACE EXISTING  
CROSS DRAIN

ROSEVIEW LANE  
CONSTRUCT OUTFALL PIPE TO  
ALLOW STORMWATER RUNOFF TO  
DRAIN SOUTH, ALTERNATIVE SITE  
LOCATION FOR STORMWATER  
MANAGEMENT FACILITY

EUGENIA STREET  
CONSTRUCT CONCRETE GUTTER  
ALONG ROADWAY, INLETS, CROSS  
DRAIN, AND OUTFALL DITCH

HUNTER DRIVE  
CONSTRUCT PIPE AND INCREASE  
EXISTING DITCH CAPACITY,  
POTENTIAL STORMWATER  
MANAGEMENT FACILITY

OLD SPANISH TRAIL  
CONSTRUCT OUTFALL DITCH AND  
CROSS DRAINS TO ALLOW  
STORMWATER RUNOFF TO DRAIN  
SOUTH, ALTERNATIVE SITE  
LOCATIONS FOR A STORMWATER  
MANAGEMENT FACILITY

McKEWEN MILL ROAD  
REPLACE EXISTING  
CROSS DRAIN

## **TOWN OF SNEADS STORMWATER SYSTEM RESTORATION & FLOOD RESILIENCY**

### **ENGINEER'S OPINION OF PROBABLE COST**

Item No.	Description	Unit	Quantity	Unit Price	Total Price
<b>Section 1: Construction</b>					
1	Mobilization	LS	1	LS	\$ 150,000.00
2	Performance and Payment Bonds	LS	1	LS	\$ 35,000.00
3	Maintenance of Traffic	LS	1	LS	\$ 85,000.00
4	Erosion and Sediment Control (NDPES and FDEP Requirements)	LS	1	LS	\$ 50,000.00
5	General Site Preparation: Incl. Clearing, Grubbing, Demolition, ect.	LS	1	\$ 250,000.00	\$ 250,000.00
6	Excavation and Grading, Stormwater Ponds	CY	74000	\$ 20.00	\$ 1,480,000.00
7	Lateral Ditch Excavation	LF	2777	\$ 50.00	\$ 138,850.00
8	Ditch Cleaning & Reshaping	LF	2972	\$ 8.50	\$ 25,262.00
9	Ditch Widening, Haul	LF	1750	\$ 30.00	\$ 52,500.00
10	Concrete Ditch Pavement	SY	489	\$ 65.00	\$ 31,777.78
11	18" Pipe Culvert, Optional Material, Round S/CD	LF	1697	\$ 75.00	\$ 127,275.00
12	24" Pipe Culvert, Optional Material, Round S/CD	LF	56	\$ 90.00	\$ 5,040.00
13	30" Pipe Culvert, Optional Material, Round S/CD	LF	54	\$ 115.00	\$ 6,210.00
14	36" Pipe Culvert, Optional Material, Round S/CD	LF	912	\$ 135.00	\$ 123,120.00
15	42" Pipe Culvert, Optional Material, Round S/CD	LF	460	\$ 155.00	\$ 71,300.00
16	18" Pipe Culvert, Optional Material, Round, Jack & Bore	LF	160	\$ 500.00	\$ 80,000.00
17	Concrete Box Culvert	LF	176	\$ 2,100.00	\$ 369,600.00
18	Drainage Structures: Incl. Inlet, Manholes, Endwall, MES, ect	EA	49	\$ 4,500.00	\$ 220,500.00
19	Control Structure w/ Trash Rack	EA	7	\$ 8,500.00	\$ 59,500.00
20	Valley Gutter, Concrete	LF	1120	\$ 30.00	\$ 33,600.00
21	Utility Adjustments	LS	1	\$ 85,000.00	\$ 85,000.00
22	Roadway Restoration (Subgrade, Base, Pavement, ect)	LS	1	\$ 200,000.00	\$ 200,000.00
23	Misc. Concrete: Incl. Sidewalks, Driveways, Flume, ect.	LS	1	\$ 75,000.00	\$ 75,000.00
24	Fencing	LF	2,500	\$ 25.00	\$ 62,500.00
25	Performance Turf/Landscaping	LS	1	\$ 75,000.00	\$ 75,000.00
<b>Construction Subtotal:</b>					<b>\$ 3,892,034.78</b>
<b>Section 2: Engineering and Administration</b>					
1	Basic Engineering: Incl. Additional Services (Survey, Geotech, Permitting)	9.1%	LS	LS	\$ 354,175.16
2	Construction Inspection	5.0%	LS	LS	\$ 194,601.74
3	Administration	4.8%	LS	LS	\$ 213,158.96
<b>Engineering and Administration Subtotal:</b>					<b>\$ 761,935.86</b>
<b>Section 3: Acquisition</b>					
1	Aquisition	LS	1.00	\$ 250,000.00	\$ 250,000.00
<b>Aquisition Subtotal:</b>					<b>\$ 250,000.00</b>
<b>TOTAL PROJECT COST:</b>					<b>\$ 4,903,970.64</b>

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December 10, 2021

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MEMORANDUM

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To: City Council

Re: 2022 Legislative Session

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The following is a list of bills I am tracking this legislative session:

SJR-152: Authorizes a constitutional amendment to be placed on the 2024 ballot and would prohibit the legislature from preempting any area of regulation unless the preemption passes with a supermajority in both chambers.

SB-224: Authorizes a City or County to regulate smoking in parks within their jurisdiction or on beaches within their jurisdiction. Prohibits smoking in state parks.

SB-264: Would subject disciplinary inquiries or investigations of firefighters to the same standards as police officers.

SB-280: Requires a local government to conduct a business impact statement prior to adopting an ordinance. Creates a cause of action for affected businesses to challenge an ordinance. Requires suspension of the effectiveness of an ordinance pending the challenge. Authorizes the award of fees and costs to the prevailing party in the challenge.

SB-508: Imposes a fiduciary duty of care on the conduct of public business by appointed public officials and executive officers.

SB-510: Requires members of municipal councils and municipal managers to file the full disclosure of financial interests (much more extensive than Form 1).

SB-608: Requires counties, and permits municipalities, to enter onto private property to inspect and repair or replace sewer laterals.



SB-620: Authorizes a suit for business damages where a newly enacted ordinance impacts a business revenues or profits at certain thresholds. Authorizes award of fees and costs to prevailing party.

SB-624: Authorizes a FRS retiree to obtain part time employment with an FRS employer subject to the condition that the position is uncompensated.

SB-674: Enshrines the processes for public meetings during events of a public health emergency.

SB-688: Florida Family and Medical Leave Act.

SB-886: Prohibits rate surcharges for municipal utilities serving customers within another municipality.

SB-974: Revises limits of sovereign immunity and governs the content of insurance policies covering local government liability.

SB-1162: Prohibits any agency from disbursing grants to local governments for water or sewer infrastructure projects when any of that local governments general fund is subsidized by the revenue of the utility.