

**SNEADS TOWN COUNCIL  
REGULAR MEETING  
MARCH 14, 2023**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, March 14, 2023, at 6:00 p.m.

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

Mike Weeks, Tony Money,  
Angela Locke and Donovan Weeks, 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.

Tony Money made a motion to approve the Consent Agenda as presented. Donovan Weeks seconded. All voted aye.

1. Minutes for **February** 2023
2. Financial Statements and Budget Review Summary
3. Pay Approved Bills

Council President Mike Weeks and Town Manager started the meeting off with a "Plaque of Appreciation of Service" to Police Chief Mike Miller. Mr. Garner read the plaque, and everyone thanked Chief for the outstanding job he has done while employed here. Chief Miller will be greatly missed and hard to replace. Chief Miller is leaving the town to take another job.

Agenda #4, Meeting date Change. Donovan Weeks made a motion to change the date of the Council Meeting to Thursday, April 13<sup>th</sup>, due to the Election being on our regular scheduled date. Tony Money seconded. All voted aye.

Agenda #5, Ratify Annual Agreement with Sunrise Consulting. (See attached) Donovan Weeks made a motion to approve the agreement as presented. Tony Money seconded. All voted aye.

Agenda #6, Discuss Proposal from Steepsteel, LLC- Water Tank Lease. (See attached) This is a four-month agreement/ proposal to monetize income received from the lease at the Town well. After discussion, Donovan Weeks made a motion to approve the proposal as presented. Angie Locke seconded. All voted aye.

Agenda #7, Approve travel for Town Manager. Tony Money made a motion to approve the travel of the manager to FCCMA, May 31<sup>st</sup> – June 3<sup>rd</sup> in Orlando. Donovan Weeks seconded. All voted aye.

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Agenda #8, Declare Vehicles Surplus Property and authorize disposition. After discussion, Tony Money made a motion to declare the listed vehicles surplus and to take seal bids with minimum bids of \$700 on the cars/truck and \$1,000 for the minibus. Donovan Weeks seconded. All voted aye.

Agenda #9, Consider variance/ waiver for property at 8002 Railroad Ln. (See attached) This property is 0.23 acre, just under the ¼ acre required to put a mobile home on according to town ordinance. Property owner is asking for a waiver of the ordinance which states in the ordinance you can do. Donovan Weeks made a motion to grant the waiver as requested. Angie Locke seconded. All voted aye.

\*\*\* Addition to the Agenda Action Items\*\*\* (See Attached)

Agenda #1, Approve Baskerville Donovan Inc, as Design Engineer for Sneads Park Boat ramp Project. (See attached) Tony Money made a motion to approve the Design Engineer as presented. Donovan Weeks seconded. All voted aye.

Agenda #2, Adopt CDBG Anti- Fraud Waste & Abuse Policy. (See attached) Donovan Weeks made a motion to adopt the Policy as presented. Tony Money seconded. All voted aye.

Agenda #3, **Resolution 23-04**, entitled;

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA, ADOPTING POLICIES AND PROCEDURES RELATING TO THE TOWN'S COMPLIANCE WITH 2 CFR 200 FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

was presented and read. Donovan Weeks made a motion to approve Resolution #23-04, as presented. Angie Locke seconded. All voted aye.

\*\*\*Back to Regular Agenda Items\*\*\*

Agenda #10, **Ordinance #2023-01**, entitled;

**AN ORDINANCE OF THE TOWN OF SNEADS AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES RELATED TO FIRE PROTECTION, DELETING PROVISIONS THAT ARE DUPLICATIVE OF STATE LAW, PROVIDING FOR THE APPOINTMENT OF THE FIRE CHIEF, PROVIDING FOR FISCAL MANAGEMENT AND BUDGETING, PROVIDING AN EFFECTIVE DATE.**

was read for final reading. Tony Money made a motion to adopt Ordinance #2023-01, as read. Donovan Weeks seconded. All voted aye.

Agenda #11, Resolution #23-02, entitled;

**A RESOLUTION OF THE TOWN OF SNEADS, FLORIDA TOWN COUNCIL  
APPROVING SUBMITTAL OF APPLICATION TO THE FLORIDA  
DEPARTMENT OF TRANSPORTATION, MUNICIPAL SMALL COUNTY  
OUTREACH PROGRAM (MSCOP).**

was presented and read. Angie Locke made a motion to approve Resolution #23-02, as presented. Tony Money seconded. All voted aye.

Agenda #12, Resolution #23-03, entitled;

**A RESOLUTION OF THE TOWN COUNCIL OF SNEADS, FLORIDA,  
ADJUSTING THE CHARGE PER GALLON FOR WATER AND  
WASTEWATER UPWARD BY TEN PERCENT EFFECTIVE WITH THE  
BILLING PERIOD IN APRIL 2023, AND PROVIDING FOR AN EFFECTIVE  
DATE.**

was presented and read. Donovan Weeks made a motion to approve Resolution #23-03, as presented. Angie Locke seconded. All voted aye.

Agenda # 13, Sneads Recreation Board. No one from the Board was present, but Mr. Garner stated that they wanted to remind everyone that Ball Day was April 1<sup>st</sup> starting at 11am and they need volunteers. They are also requesting security lights around the park. Mr. Garner stated that he was going to get with West Florida Electric to see what can be done.

Agenda #14, Town Manager Report as follows: (See attached)

- Mosquito spraying has started back on Monday's and Tuesday's. We have received a request from one citizen asking to let them know when we are spraying because of health issues. If there are any other request such as this, they need to contact city hall.
- He presented them with a copy of the letter sent to DO Education regarding SES closing. We haven't received a response as of yet.
- We should be receiving three (3) Police cars that are being donated from the Sheriff of Alachua County.
- Police Chief Position- Mr. Garner suggested that we appoint Sgt Brett Preston the Interim Chief. The council all agreed.

Back to Agenda # 5, Consultant Andrew Kalel, gave Council an update on some bills that were being filed in the current legislative session. He stated that he would be advocating for the Town regarding several issues and would come back with updates.

Agenda #15, Town Attorney. He informed the council that he would like to set up a couple of work sessions in April to review updated proposed changes to ordinances before submittal to the firm doing our codification of ordinances.

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Agenda #16, Council Members.

- Donovan Weeks requested that we spray mosquito's each time we spray since ball season has begun.
- Tony Money asked that we get with FDOT to do a study at HWY 90 and Third Ave due to the number of children we have crossing here.
- President Mike Weeks reported on his inspection of sections of the railroad tracks in town and stated he had photographs to send to FLDOT for review.

Agenda #17, Public Comments: none

Donovan Weeks made a motion to adjourn at 7:10 pm.

Respectfully Submitted,

  
\_\_\_\_\_  
Danielle Guy, Deputy Clerk

**APPROVED:**

\_\_\_\_\_  
**MIKE WEEKS, COUNCIL PRESIDENT**

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**Budget Summary**

**GENERAL FUND**

**FEBRUARY-** Revenues are 5.55% **below** budgeted amount. Expenditures are 6.25% **above** budgeted amount.

**GAS TAX**

**FEBRUARY-** Gas Tax County is 9.25% **above** budgeted amount. Local Option Gas Tax is 5.55% **above** budgeted amount. Expenditures are 2.75% **below** budgeted amount.

**SOLID WASTE**

**FEBRUARY –** Garbage revenues are 2.25% **above** budgeted amount. Expenditures are 8.33% **below** budgeted amount.

**WATER AND SEWER**

**FEBRUARY-**ACI Sewer is 5.45% **below** budgeted amount. Water Sales and Sewer Sales are in line with budgeted amount. Expenditures are 3.95% **above** budgeted amount.

**RECREATION FUND**

**February-** Revenues are above budgeted amount. Expenditures are **below** budgeted amount.

## SERVICES AND PERFORMANCE AGREEMENT

THIS Services and Performance Agreement ("Agreement") is entered into March 16<sup>th</sup>, 2023, 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 on March 16<sup>th</sup>, 2023 and expire on March 15<sup>th</sup>, 2024.
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. **Florida Government Agency Requirements.** the Town is a “public agency” pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in each public agency contract for services. To be in compliance with the laws that govern public records in the State of Florida, the parties to this agreement hereby agree as follows:

- a) SCG agrees to comply with Florida’s public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under the Agreement by doing the following: upon the request of the TOWN’s Custodian of Public Records, providing the TOWN with copies of or access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if SCG does not transfer the records to the TOWN; and upon completion of the Agreement by transferring, at no cost, to the TOWN all public records in possession of SCG or by keeping and maintaining all public records required by the TOWN to perform the services. If SCG transfers all public records to the TOWN upon completion of the Agreement, SCG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SCG keeps and maintains public records upon completion of the Agreement, SCG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN’s Custodian of Public Records, in a format that is compatible with the information technology systems of the TOWN.
- b) Commencing January 1, 2021, the Contractor and each sub-contractor will verify the eligibility of each new employee to work by using the e-verify system.

5. **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.

6. **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.

7. **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.

8. **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.

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

10. **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. In the event of litigation arising out of either party's obligations under this Contract, sole and exclusive venue shall lie in Jackson County, Florida.

11. **Severability.** If a term or provision within this agreement is determined invalid, illegal, or unenforceable, then all other provisions to the Agreement shall remain in full force and effect.



12. **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: E. Lee Garner

Title: Town Manager

03/01/2023  
DATE



SHAWN FOSTER

PRESIDENT

Sunrise Consulting Group

16 March 2023  
DATE

# PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") dated as of \_\_\_\_\_, is entered into by and between STEEPSTEEL, LLC, a Texas limited liability company ("STEEPSTEEL") and the Town of Sneads, a Florida Municipality ("TOWN"). SteepSteel and the TOWN are at times referred to herein individually as a "Party," and jointly as the "Parties."

## **RECITALS**

**WHEREAS**, the TOWN is a member of the National Cooperative Purchasing Agency (NCPA) and SteepSteel, after competitive solicitation, was awarded contract 01-95 for Professional Consulting Services for Wireless Technology, and

**WHEREAS**, SteepSteel has proposed to monetize the TOWN's existing Lease to maximize revenues and assist in the negotiation of the most favorable terms for the TOWN, and

**NOW THEREFORE**, in consideration of performance by the Parties of the covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **SECTION 1. SERVICES / COMPENSATION.**

A.

SteepSteel shall provide to the TOWN those Services that are described in Exhibit A ("Scope of Services") for the Current Telecommunications Contract identified in Exhibit B (hereinafter referred to as the "Lease"). SteepSteel shall be compensated for performance of the Services as set forth on Exhibit C ("Compensation").

## **SECTION 2. TERM.**

This Agreement shall commence upon the date the last of the Parties executes this Agreement, and shall have an initial term of the four (4) months, or the closing of the sale of the Lease, whichever occurs first unless otherwise extended by the Parties.

## **SECTION 3. PERFORMANCE AND LIMITATION OF LIABILITY.**

SteepSteel shall employ those standards and practices, and use the standard of care, that are generally applicable to and utilized by individuals engaged in providing similar services as are required of SteepSteel hereunder.

Notwithstanding anything to the contrary contained herein, in no event shall SteepSteel or the TOWN be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings, or revenues

of any kind, whether or not STEEPSTEEL or the TOWN has been advised of the possibility of such damages. STEEPSTEEL's liability shall not exceed the compensation associated with this Agreement.

#### **SECTION 4. WORK PRODUCT.**

SteepSteel hereby agrees that all work produced pursuant to this Agreement and provided to the TOWN during and upon completion of this Agreement, shall be the property of the Client. SteepSteel may take and retain copies of such written products as desired.

#### **SECTION 5. TERMINATION.**

Either party may cancel this Agreement without cause upon notice to the other party.

#### **SECTION 6. INDEPENDENT CONTRACTOR.**

A. SteepSteel is engaged to provide Services as an independent contractor. The TOWN shall have no control over the conduct of SteepSteel except as expressly set forth in this Agreement.

B. The Parties agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

#### **SECTION 7. NO WAIVER.**

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

#### **SECTION 8. INSURANCE REQUIREMENTS.**

In the event that SteepSteel, its subcontractors and/or designees, intend to physically enter the TOWN's property, SteepSteel, or its subcontractors and/or designees, shall provide no less than forty-eight (48) hours' notice of its intent and provide to the TOWN a Certificate of Insurance either for itself, or its subcontractor or designee, evidencing the following coverages: Commercial General liability insurance in the amount of \$2M per occurrence/\$2M general aggregate, automobile liability insurance in the amount of \$1M, and statutory workers compensation coverage (subject to the laws of the State of Texas). The TOWN shall be named as an additional insured and a waiver of subrogation will be provided.

#### **SECTION 10. MISCELLANEOUS.**

A. Each party represents that it has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provi-

sions of this Agreement.

- B. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement, and each party agrees that its signature, whether transmitted by email, facsimile, or by other duplicate, shall be binding as if it is on any signature of the party to be bound.
- C. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

#### **SECTION 11. NOTICE.**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally, or by electronic mail, or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

TOWN:

Sneads Town Hall  
Attn: Lee Garner, Town Manager  
2028 Third Avenue  
P.O. Drawer 159  
Sneads, FL 32460

SteepSteel:

SteepSteel, LLC  
Attention: James Kennedy  
1095 Evergreen Circle, Suite 200  
The Woodlands, TX 77380

#### **SECTION 13. ENTIRE AGREEMENT.**

This Agreement contains the entire understanding between the TOWN and SteepSteel. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

#### **SECTION 14. BINDING EFFECT.**

This Agreement shall bind and inure to the benefit of the parties and their heirs, successors and permitted assigns.

## **SECTION 15. Reserved**

## **SECTION 16. OWNERSHIP OF RECORDS.**

All records and data of any kind relating to the TOWN shall belong to the TOWN and shall be surrendered to the TOWN upon the expiration or termination of this Agreement, except that SteepSteel will retain such information as it necessary in its professionally required work record.

## **SECTION 17. CONFIDENTIAL INFORMATION.**

SteepSteel agrees that it shall not, at any time or in any manner, either directly or indirectly, communicate to any person corporation, firm, partnership or other legal entity any information of a confidential nature involving the business or operations of the Client unless authorized by the appropriate TOWN official.

## **SECTION 18. INDEMNIFICATION.**

SteepSteel shall indemnify, up to the amount of compensation received or to be received, by SteepSteel from the TOWN, and hold the TOWN, its appointed officials and employees harmless from and against all claims, damages, demands, suits, actions, losses, recoveries, judgment and expenses, including, but not limited to attorney's fees, arising out of, resulting from or alleged to arise out of or result from negligence, willful misconduct, or through any act or omission of SteepSteel and its agents in connection with all activities undertaken by SteepSteel to this Contract. The TOWN agrees to give SteepSteel prompt written notice of any such claim or liability, and an opportunity to control the defense and settlement thereof. No limitations on the foregoing indemnity shall impair or limit the TOWN's recourse to the insurance coverage set forth herein.

## **SECTION 19. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflict of laws, rules or doctrines.

## **SECTION 20. VENUE.**

Any claim, action, lawsuit, dispute or proceeding between the TOWN and SteepSteel that arises from or relates to this Contract, not required by law to be submitted to alternative dispute practices, shall be brought and conducted within the appropriate Court of Jackson County for the

State of Florida. In no event shall this section be construed as a waiver by the TOWN of any form of defense or immunity by law, contract, or otherwise, from any claim.

#### **SECTION 21. COMPLIANCE WITH LAW.**

SteepSteel shall be required to comply with all applicable Federal, State, County and Local laws, rules and regulations during the performance of this Agreement and that to the best of SteepSteel's knowledge SteepSteel does not have any basis to expect, nor has SteepSteel received, any order, notice or other communication from any governmental or regulatory authority of any alleged, actual or potential violation and/or failure to comply with any such law, rule or regulation. SteepSteel further represents, except as otherwise expressly disclosed in writing, SteepSteel is not a party or subject to, and has no assets bound by, the provisions of any order, writ, injunction, judgment, settlement agreement or decree of any court or government agency or instrumentality which would reasonably be expected to have a material adverse effect on SteepSteel's ability to carry out the obligations herein provided. SteepSteel shall promptly notify the TOWN of the commencement of any action or proceedings with respect to any of its licenses, permits or other legal authorizations, including, but not limited to any sanctions, intermediate or otherwise, administrative or judicial fines, penalties, investigations, or reports of action by Federal or State officials against Professional pursuant to Federal or State laws or regulations.

#### **SECTION 22. NON-ASSIGNMENT.**

SteepSteel agrees not to assign or transfer its rights or responsibilities in this Contract without the prior written consent of the TOWN. Furthermore, SteepSteel agrees not to delegate to others any duties or responsibilities which it has under the terms of this Agreement except that it may engage other professionals to assist in the performance of the services if there are no employees on staff capable of performing the work.

#### **SECTION 23. PARTIAL INVALIDITY.**

If any term, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which this Contract is invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by SteepSteel for the TOWN.

*Signatures shall occur on the following page*

**SteepSteel, LLC:**

**TOWN:**

\_\_\_\_\_  
James Kennedy, Manager

\_\_\_\_\_  
, TOWN Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved as to Form and Legal Sufficiency  
, TOWN Attorney

(SEAL)

## **EXHIBIT A**

### **SCOPE OF SERVICES**

In the event the TOWN elects, in its sole and absolute discretion, to sell its right, title or interest in the Lease set forth in Exhibit B during the term of this Agreement, SteepSteel shall and is hereby authorized by the TOWN to:

- Take such action as reasonably necessary to market, broker, auction, sell and assign the Lease to the highest qualified bidder at auction.
- Prepare a market and site-specific analysis for the Lease and
- Prepare and provide due diligence material to prospective buyers with a site candidate package that provides details on all site and sale terms, and from which a prospective buyer may provide an offer to purchase the Lease by submission of a bid at auction, or through a comparable method acceptable to the Parties; and
- Negotiate all contract and sale documentation, closing of the transaction(s), and post-closing consulting services to properly effectuate the sale.



**EXHIBIT B**

**THE CLIENT'S CURRENT TELECOMMUNICATIONS LEASE**

TO BE ATTACHED

**EXHIBIT C**  
**COMPENSATION**

**SITE AGREEMENT MONETIZATION:**

SteepSteel shall perform the services described in Exhibit A - SCOPE OF SERVICES, of the Leases described in Exhibit B - CURRENT LEASE, for Compensation as follows:

While SteepSteel's awarded contract through the NCPA includes pricing of 8% of the gross sales price as Compensation for monetization of Lease. In this case, SteepSteel has offered, and the Client has accepted, six percent (6%) of the gross sales price as compensation for the services described in Exhibit A - SCOPE OF SERVICES.

The Compensation shall become payable by the TOWN to SteepSteel concurrently upon the closing of the sale of the Lease. Both parties agree that, in the event of closing, such funds shall be paid directly to SteepSteel from escrow.

**Notwithstanding anything herein to the contrary, no Compensation shall be considered to have been earned or shall be payable to SteepSteel except upon acceptance of a bid at auction and consummation and closing of the sale and assignment of the Lease.**

**The parties understand that TOWN may be responsible for the payment of any escrow, title, recording fees and costs, and transfer fees and taxes incurred to consummate the transaction contemplated by this Agreement.**

## ADDENDUM ONE TO AGREEMENT

This ADDENDUM TO AGREEMENT ("Addendum") dated as of the \_\_\_\_ day of \_\_\_\_\_, by and between the Town of Sneads, Florida ("TOWN") and SteepSteel, LLC ("STEEPSTEEL"). (TOWN and STEEPSTEEL being collectively referred to herein as the "Parties").

WHEREAS, the Parties entered into a Professional Services Agreement ("Agreement") on \_\_\_\_\_; and

WHEREAS, the TOWN is a "public agency" pursuant to Section 119.0701(1)(b), Florida Statutes, and Chapter 119, Florida Statutes, provides for certain contract requirements related to public records in each public agency contract for services.

WHEREAS, the parties desire to incorporate certain provisions relating to public records together with other supplemental contract provisions that are necessary to conform the Agreement to State law.

NOW THEREFORE, the Parties hereby agree as follows:

1. STEEPSTEEL agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the TOWN in order to perform the services under the Agreement by doing the following: upon the request of the TOWN's Custodian of Public Records, providing the TOWN with copies of or access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not SteepSteel, LLC

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

t exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if STEEPSTEEL does not transfer the records to the TOWN; and upon completion of the Agreement by transferring, at no cost, to the TOWN all public records in possession of STEEPSTEEL or by keeping and maintaining all public records required by the TOWN to

perform the services. If STEEPSTEEL transfers all public records to the TOWN upon completion of the Agreement, STEEPSTEEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If STEEPSTEEL keeps and maintains public records upon completion of the Agreement, STEEPSTEEL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's Custodian of Public Records, in a format that is compatible with the information technology systems of the TOWN.

**IF STEEPSTEEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO STEEPSTEEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS WORK ASSIGNMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS Ms. SHERRI GRIFFIN, TOWN OF SNEADS, P.O. BOX 159, SNEADS, FLORIDA 32460 OR 850-593-6636 OR sherrigriffin@sneadsfl.com.**

2Commencing January 1, 2021, STEEPSTEEL and each sub-contractor will verify the eligibility of each new employee to work by using the e-verify system.

3. All other provisions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective duly authorized officers as of the date first above written.

**TOWN:**

TOWN OF SNEADS, FLORIDA

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

**STEEPSTEEL:**



## Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

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

March 14, 2023

MEMO TO: Council President and Councilmembers

SUBJECT: Addition to Surplus Vehicle List

I would like to ask that you declare the list of six (6) police vehicles surplus and to be disposed of as Lot #1. I would also like to add to the list as lot #2 the old bus, a 1995 International, with last four of VIN as 5089.

I also request that we be allowed to enter a contract with a private vendor for Lot #1, the six (6) police vehicles as authorized by Chapter 273.055, Florida Statutes, section (3)(d) and not do an auction for these vehicles. We can do an auction for the bus or contact a private vendor to see what we can get, but must be at least a minimum of \$1,000.

This is all part of Agenda Item 8.



LEE GARNER

TOWN MANAGER

(+) Ford F250

Cc; Town Clerk, Town Attorney, Deputy Clerk

# MADISON JETER

6916 Iowa St Grand Ridge Fl 32442  
Email · madisonjeter1997@icloud.com

---

Madison Jeter  
Land  
8002 Railroad Ln  
Sneads Fl 32460

## DEAR , TOWN OF SNEADS

I have recently purchased a piece of property located inside the city limits "8002 Railroad Ln", that I would like to clean up. As of now an old single wide trailer sits on the property making it look ran down with tall grass. My intentions were to pull the old trailer off and put a new one on the property. The trailer that I have recently bought is a 1988 model with major remodeling done to it. We have purchased all new flooring, cabinets, painted, and replaced many items throughout the house. After speaking with an employee through the town of Sneads, the land barley meets the requirements of moving a trailer on to it. The lot size is 0.23 acre making it just miss the requirement of 0.25 to being eligible to moving the mobile home on the property that I've already purchased. The reason that I am writing to you is to that see if you all would consider waving the restriction, as it is benefiting the town of Sneads!

Thank you,  
Madison Jeter

FL CLASS

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TOWN OF SNEADS  
ADDITION TO AGENDA REGULAR MEETING  
TUESDAY, MARCH 14, 2023

ACTION ITEMS:

1. APPROVE BASKERVILLE DONOVAN, INC AS DESIGN ENGINEER FOR SNEADS PARK BOAT RAMP PROJECT
2. ADOPT TOWN OF SNEADS, FLORIDA CDBG ANIT-FRAUD, WASTE AND ABUSE POLICY
3. APPROVE RESOLUTION NO. 23-04 ADOPTING POLICIES AND PROCEDURES RELATING TO THE TOWN'S COMPLIANCE WITH 2 CFR 200 FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS



## **Town of Sneads**

**PO Drawer 159**

**Sneads, Florida 32460**

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

**Email: [Sneadsmgr@sneadsfl.com](mailto:Sneadsmgr@sneadsfl.com)**

March 13, 2023

MEMO TO: Council President and Councilmembers

SUBJECT: Agenda Addition

Our grant request for design of another boat ramp and floating docks was approved for Sneads Park and we advertised for "Request for Proposals" for Florida Boating Improvement Program Boat Launch Facility Engineering Services as required by the grant agreement. We only received one (1) proposal back from Baskerville Donovan, Inc.

Since we only got one proposal, we checked with Florida Boating Improvement Program Administrator and I have attached a copy of their email to this memo. We followed our procurement policy which states we are required to advertise but does not require a certain number of bids to be received. The evaluation of Baskerville Donovan is attached, and they are well qualified for the work to be accomplished.

Based on this, I recommend we award the contract to Baskerville Donovan, Inc. for engineering services for the Sneads Park Boat Ramp project, provided it is within the grant range as approved.

LEE GARNER

TOWN MANAGER

Cc: Town Clerk, Deputy Clerk, Project Consultant Andy Easton, Town Attorney



# **TOWN OF SNEADS, FLORIDA**

## **CDBG Anti-Fraud, Waste, & Abuse Policy**

### **Anti-Fraud, Waste, and Abuse (AFWA)**

The Town of Sneads, Florida is the Sub-recipient of Community Development Block Grant funds from the Florida Department of Economic Development (DEO) and the United States Department of Housing and Urban Development (HUD) [including Disaster Recovery Infrastructure Rounds 1 and 2 (CDBG-DR), Disaster Recovery Hometown Revitalization (CDBG-DR HRP), Disaster Recovery Mitigation (CDBG-MIT), and Neighborhood Revitalization (CDBG-NR)]. CDBG funds are utilized to support the Town in several ways including but not limited to; economic development, long-term disaster recovery needs, infrastructure, and to support the health, safety, and welfare of citizens within the Town. As a steward of public funds, the Town is actively working to combat fraud, waste, and abuse in its programs.

This policy is directed towards all Community Development Block Grant (CDBG) programs, including but not limited to programs listed above, and is intended to establish procedures and processes that will aid in the detection and prevention of fraud, waste, and abuse in CDBG programs.

This policy applies to all Town employees, providers, vendors, contractors, consultants, partners, citizens, applicants, external departments and agencies doing business with the Town, as well as beneficiaries and others associated with, working for, accessing, or attempting to access benefits under the CDBG programs.

### **Scope**

**Fraud** is the intentional (willful or purposeful) deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to him/herself or some other person. There are many forms of fraud.

**Waste** includes over-utilizing Town services, supplies or equipment, or causing unnecessary costs through carelessness or inefficiency.

**Abuse** includes activities that result in unnecessary costs to the Town. Note that this is financial abuse, not physical or emotional abuse of a person. Physical and emotional abuse of a person should be reported to the Sneads Police Department.

Examples of fraud include, but are not limited to, misrepresentation of:

- Income (Unreported or under-reported)
- Household composition
- Financial resources (transferred or hidden resources)
- Residency
- Citizenship status

Other types of fraud include, but are not limited to:

- Using another person's identification
- Forging signatures or documents
- Concealing access to duplicate funding
- Misrepresenting a medical condition to obtain additional benefit
- Misusing funds (diverting them for an unintended use)

Other actions constituting fraud, waste and abuse include, but are not limited to:

- Any dishonest or fraudulent act
- Misappropriation of funds, supplies or assets
- Impropriety in handling or reporting money or financial transactions
- Profiting as a result of insider knowledge
- Unauthorized disclosure of confidential or private information
- Accepting or seeking anything of material value from contractors, vendors or any person that seeks a beneficial decision, contract, or action from the Town
- Accepting or seeking anything of material value from contractors, vendors or any person that is providing services for CDBG activities
- Unnecessary cost or expenditures
- Diversion of program resources

### **AFWA Complaint Process**

The Town's constituents, employees, and contractors may report suspected fraud, waste, or abuse by contacting the appropriate DEO CDBG program managers.

All suspected cases of fraud will be taken seriously, and complaints will be reported to the appropriate DEO Compliance and Reporting Manager and DEO's Office of the Inspector General at [OIG@deo.myflorida.com](mailto:OIG@deo.myflorida.com). If DEO's OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

All substantiated cases of fraud, waste, or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)) and DEO's HUD Community Planning and Development (CPD) Representative.

## **Fraud, Waste, and Abuse Prevention Measures**

The Town of Sneads Town Council is responsible for ensuring that the Town's CDBG programs comply with all federal and state regulations as well as recommending improvements that enhance programmatic efficiency, effectiveness, and documented results. Below are the main critical responsibilities for preventative measures:

- Ensure ongoing compliance with federal, state, and local regulations through review of the policies and procedures, project and beneficiary eligibility and award determinations, and program activity files.
- Conduct regular internal self-monitoring of the Town's CDBG programs and report results to the Mayor.
- Identify and assist with investigations of potential fraud, referring cases to DEO's CDBG team and DEO's OIG as appropriate.
- Oversee and coordinate all reporting for DEO's CDBG programs, including state and federal reporting requirements, data analysis, and providing data for DEO leadership.
- Provide technical assistance to program areas regarding compliance issues and questions, as well as monitoring findings.

## **Confidentiality**

Complainants reporting fraud, waste and misuse of federal resources, or other program irregularities may remain anonymous. All information received about suspected fraud, waste and abuse will be treated confidentially. Furthermore, all investigative materials developed, and interviews conducted to substantiate the allegations of fraud, waste or abuse will be treated confidentially.

Information will only be disclosed on a need-to-know basis to appropriate law enforcement authorities. No information about the status of an investigation will be shared outside of the Town's CDBG Program Manager, DEO's Constituent Services Manager, DEO's Policy Manager, DEO's Compliance and Reporting Manager, and DEO's CDBG Program Director and authorized DEO staff members, except with the State or HUD OIG upon conclusion of the investigation or with law enforcement or legal counsel, in the event legal action should be needed.

## **Whistle-blower's Act of 1986**

The Town understands that confidentiality is important to avoid retaliation against reporting individuals. Florida's Whistle-blower's Act prevents agencies or independent contractors from taking retaliatory action against an employee who reports to a person or agency designated by the statute (see next paragraph below) violations of law on the part of a public employer or independent contractor [as defined in Section 112.3187(3)(d), Florida Statutes], that create a substantial and specific danger to the public's health, safety or welfare. It also prevents agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging

improper use of governmental office, gross waste of funds, or any other abuse or neglect of duty on the part of an agency, public officer, or employee.

Violations of this act should be reported in accordance with Section 112.3187, Florida Statutes. Any employee who has a complaint should immediately contact the DEO Department head, DEO Office of the Inspector General, the Governor's Office of the Chief Inspector General, the Florida Commission on Human Relations, or the state's whistleblower's hotline at (800) 543-5353. [Section 112.3187, Florida Statutes]

### **Cooperation with Official Department Investigations**

The Town's employees are required to maintain high standards of honesty, integrity, and impartiality and to place the interests of the public ahead of personal interests. When allegations of violations of these standards are received, full and accurate information must be obtained so management may respond appropriately. Toward this end, employees of the Town must cooperate with DEO program staff and the duly appointed investigators from DEO's Office of Inspector General to uncover the facts surrounding possible violations in an official investigation.

Failure to comply as specified above without a valid mitigating reason, such as exercising a right protected by federal or state law, will constitute a violation of this policy and subject the Town to appropriate disciplinary action up to and including dismissal of employees of the Town.

**DULY PASSED AND ADOPTED** by the Town of Sneads, Florida Town Council this \_\_\_\_ Day of March, 2023.

\_\_\_\_\_  
Mike Weeks, Town Council President

**Attested:**

\_\_\_\_\_  
Sherri Griffin, Town Clerk

**RESOLUTION NO. 23-04**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA ADOPTING POLICIES AND PROCEDURES RELATING TO THE TOWN'S COMPLIANCE WITH 2 CFR 200 FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS; PROVIDING DEFINITIONS; DEFINING AN ACTION PLAN; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town Council of the Town of Sneads desires to establish policies and procedures regarding compliance with 2 CFR 200 under the Town's Community Development Block Grants (CDBG); and

WHEREAS, the Town Council of the Town of Sneads recognizes the need to adopt policies and procedures for compliance with 2 CFR 200 under the Community Development Block Grant to ensure compliance and adherence to requirements and standards set forth by the United States Department of Housing and Urban Development (HUD), the Florida Department of Economic Opportunity (DEO), and Federal Regulations.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA, THAT POLICIES AND PROCEDURES FOR COMPLIANCE WITH 2 CFR 200 FOR USE IN ADMINISTERING COMMUNITY DEVELOPMENT BLOCK GRANTS ARE HEREBY APPROVED.**

Effective Date.

This resolution shall take effect immediately upon its adoption.

**DULY PASSED AND ADOPTED** by the Town Council of the Town of Sneads, Florida on this \_\_\_\_\_ day of March, 2023.

**APPROVED:**

\_\_\_\_\_  
Mike Weeks, Council President

**ATTESTED:**

\_\_\_\_\_  
Sherri Griffin, Town Clerk

ORDINANCE NUMBER 2023-01

AN ORDINANCE OF THE TOWN OF SNEADS AMENDING CHAPTER 18 OF THE CODE OF ORDINANCES RELATED TO FIRE PROTECTION, DELETING PROVISIONS THAT ARE DUPLICATIVE OF STATE LAW, PROVIDING FOR THE APPOINTMENT OF THE FIRE CHIEF, PROVIDING FOR FISCAL MANAGEMENT AND BUDGETING, PROVIDING AN EFFECTIVE DATE..

NOW THEREFORE, BE IT ORDAINED.

**ARTICLE I. FIRE DEPARTMENT**

Section 1. The Town Council hereby declares that the rates for Residential customers for fire services will be as reflected on the fee schedule maintained at Town Hall and available upon request. These fees have been and will continue to be added to the utility bill sent to all residential and commercial accounts within the Town limits. The funds from these fees will be placed in the General Fund for the Fire Department Budget.

Section 2. The Fire Chief will be appointed by and serve at the pleasure of the Town Council and they or their designee shall attend monthly meetings of the Council to update on the status of equipment, fiscal needs of the Department and any other matter on which the Council may inquire.

Section 3. Other than expenditures for fuel, routine maintenance and replacement of operational expendables, all purchases must be approved by the Town Council or Town Manager subject to the limits in the Town's procurement policies.

Section 4. Anticipated expenditures in excess of \$5,000 shall be provided to the Town Council by March 31 of each year for consideration for inclusion in the subsequent year's budget.

Section 5. Volunteer firefighters are not employees of the Town but are eligible to receive a call stipend and will be included on the Town's Worker's Compensation Insurance policy.

Section 6. This Ordinance shall be effective upon adoption.

Read on first reading February 14, 2023 and passed on a vote of \_\_\_\_yea and \_\_\_\_no, in a regular session of Town Council.

Read on second reading on March 14, 2023 and adopted on a vote of \_\_\_\_yea and \_\_\_\_no, in a regular session of Town Council.

ATTEST:

TOWN COUNCIL OF THE TOWN OF  
SNEADS, FLORIDA

\_\_\_\_\_  
Sherri Griffin, Municipal Clerk

\_\_\_\_\_  
Mike Weeks, Council President

\_\_\_\_\_  
Daniel H. Cox, Esq., Town Attorney

**RESOLUTION NO. 23-02**

**A RESOLUTION OF THE TOWN OF SNEADS, FLORIDA TOWN COUNCIL APPROVING SUBMITTAL OF APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (MSCOP).**

**WHEREAS**, The Town of Sneads owns and maintains roads and associated rights-of-way within its jurisdiction; and

**WHEREAS**, The Town of Sneads is designated as a 'Rural Area of Opportunity' under Section 288.0656(7)(a), *Florida Statutes*. As a small, disadvantaged Town, adequately addressing the significant, existing unimproved and deteriorated road conditions places a financial hardship on the Town and its' citizens; and

**WHEREAS**, this funding shortfall creates a negative impact on both public and private development, creates a potential threat to public safety and threatens to negatively affect the economic sustainability of the Town of Sneads; and

**WHEREAS**, Florida Statutes provides for funding to assist small town governments in resurfacing or reconstructing municipal roads.

**NOW, THEREFORE BE IT RESOLVED** by the Sneads Town Council that the proposed candidate project to improve Pope Street from River Road to Cemetery Avenue (approximately 0.5 miles) has been presented to the public and the Town Council and it is hereby endorsed as a high priority infrastructure project which the Town will continue to maintain, once developed. The Town appreciates the opportunity and hereby approves submitting an application for state funding on the above referenced project.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of March, 2023.

ATTEST:

TOWN OF SNEADS

TOWN COUNCIL

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Sherri Griffin, Town Clerk

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Mike Weeks, Council President

**RESOLUTION NO. 23-03**

**A RESOLUTION OF THE TOWN COUNCIL OF SNEADS, FLORIDA  
ADJUSTING THE CHARGE PER GALLON FOR WATER AND  
WASTEWATER UPWARD BY TEN PERCENT EFFECTIVE WITH THE  
BILLING PERIOD IN APRIL 2023, AND PROVIDING FOR AN EFFECTIVE  
DATE**

**WHEREAS, the Town of Sneads, Florida bond regulations require that the water and wastewater fees for service are adequate to insure repayment of such bonds; and**

**WHEREAS, it has been determined that an increase in fees for both residential and commercial customers in the amount of ten percent is required to maintain adequate revenue streams to service these bonds, and**

**WHEREAS, the new rate will increase to \$2.56 per 1,000 gallons for water and \$2.47 per 1,000 gallons for wastewater based on water usage for all customers of the Town,**

**NOW THEREFORE IT IS RESOLVED THAT THE RATES REFLECTED ABOVE WILL BE CHARGED FOR ALL WATER AND WASTEWATER BILLED EFFECTIVE WITH THE APRIL 2023 BILLING PERIOD.**

**SO RESOLVED THIS 14<sup>TH</sup> DAY OF MARCH, 2023 BY A VOTE OF THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA.**

**ATTEST:**

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**SHERRI GRIFFIN, TOWN CLERK**

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**MIKE WEEKS, COUNCIL PRESIDENT**





## Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

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

March 13, 2023

MEMO TO: Council President and Council Members

SUBJECT: Town Manager's Report to Council – March 2023

1. We will have a rather long agenda for the March 14<sup>th</sup> meeting but it should go pretty fast. I will provide an update on applications for Police Chief at the meeting and get further instructions. We might have two additional resolutions to adopt pending receipt of approval from FMEA and DEO regarding further updates to our purchasing policies they have asked us to consider. If we get them in time, I will ask that the agenda be amended to consider these.
2. Due to the election to be conducted on April 11<sup>th</sup>, we need to change our April meeting and I suggest Thursday, April 13<sup>th</sup> at 6 PM.
3. Our agreement with Sunrise Consulting was scheduled to expire on March 15<sup>th</sup> and based on past conversations regarding their service, I signed a one-year extension through March 15, 2024, and request that you ratify this agreement. A copy is attached for your information.
4. The Town has received an offer from SteepSteel, LLC, a corporation that markets water tanks and cell towers throughout the nation. They have submitted an offer to the Town to allow them to market our water tank for wireless technology in an effort to allow the Town to receive a lump sum for the duration of the contract we would enter into, if they are successful, allowing the Town to receive a one-time infusion of cash to be used for services within the Town. The Town Attorney has reviewed this offer and suggests we consider it. He will be able to explain it more at the meeting as part of the agenda item. A copy of the proposal is attached.
5. The annual FCCMA conference will be held in Orlando on May 31 – June 3, 2023 and I am requesting approval to attend.
6. I have included a list of vehicles from the Police Department that we would like to declare as surplus and authorize disposition thereof. Since there are several, I think we could get a good offer from junkyard dealers in the area for the entire lot, instead of taking bids on each one. Would like to discuss this in more detail at the council meeting.
7. We have received a request for a small variance of 876 feet for a parcel of property at 8002 Railroad Lane from Mr. Madison Jeter who has purchased the property with the intent to place a mobile home on the property. Our ordinance states we need  $\frac{1}{4}$  acre which is 10890 square feet and he has 0.23 acres which is 10,014 square feet. There is an old mobile home on the property now and I recommend we grant this variance to Mr. Jeter so we can get another home on the property and start receiving utility payments as utility lines are already in place.

8. Attached please find a copy of Ordinance 2023-01 for final reading regarding Fire Department. You approved it on first reading last month.
9. Attached please find a copy of Resolution No. 23-02 regarding authorizing application to MSCOP for Pope Street resurfacing.
10. Based on our prior conversations regarding income for the town, I have prepared Resolution No. 23-03 to increase water and sewer rates by 10% effective with April 2023 billing cycle. The increase for a family using 8000 gallons per month would be approximately \$3.28 per month.
11. As a result of conversations over the past two months, we have signed an agreement with Chipola Family Ministries for one year, with extensions of 1 year authorized, for the Industrial Park site off Hwy 90 and a copy of the agreement is attached.
12. I have again included a copy of the letter signed by Council President Weeks to the Florida DOE regarding elementary school status. As of this time, we have not received any response from DOE.
13. I would like to report we now have a new handicapped swing set at the sports complex for someone in a wheelchair and also a specially equipped swing. It is located on the end of cement pad where we will hopefully construct a pole barn, near the other playground equipment.
14. I know the packet is rather large this month, but included herein are information topics provided by our consultant regarding happenings in the first week of the legislative session which began last week. I appreciate him providing this information to us.
15. I just got off the phone with the Railroad Inspection Department with FDOT regarding the train track condition within the Town limits. I have attached an email from them detailing their report to the Town.
16. We are waiting for approval from the Sheriff of Alachua County for the approval to donate three (3) used police cars to the Town. Upon notification of his approval, we will go to Gainesville and pick them up. Getting these will prevent us from having to purchase new cars a little longer.

LEE GARNER  
TOWN MANAGER

Cc: Town Clerk, Town Attorney, Deputy Clerk



## **Town of Sneads**

**PO Drawer 159**

**Sneads, Florida 32460**

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

**Email: [Sneadsmgr@sneadsfl.com](mailto:Sneadsmgr@sneadsfl.com)**

March 1, 2023

The Honorable Manny Diaz, Secretary  
Department of Education  
Turlington Building, Suite 1514  
325 West Gaines Street  
Tallahassee, Florida 32399

RE: Grant Funding for East Jackson County K-8 Consolidated School

Dear Mr. Diaz:

The Town of Sneads is concerned about decisions made by the Jackson County School Board to build a consolidated school for K-8 and close the existing Sneads Elementary School. The School Board has made decisions without vetting the proposals before the public and without informing the affected communities. The new school is unnecessary and could have negative unintended consequences for the Town of Sneads.

Sneads Elementary serves 530 students in grades pre-k through fourth grade. It has been consistently graded an A school and in the 2020-21 school year rated in the top 10% of all Florida schools for overall test scores. The percentage of students achieving proficiency in math is 80-84% (which is higher than the Florida state average of 48%) and the percentage of students achieving proficiency in reading/language arts is 70-74% (which is higher than the Florida state average of 52%). It makes no sense to close a school that is performing this well.

Some years back, the School Board obtained a parcel of land between the Town of Sneads and the Town of Grand Ridge for the construction of a consolidated K-8 school serving the two communities. The School Board applied for PECO funding to construct the school and received approximately \$53,000,000 in grant funding. The School Board never held public hearings to receive input from the communities on whether the proposed new school is necessary. In fact, contrary to statutory requirements the School Board never submitted its 5-year District Facilities Work Plan to the Town's for their review.

The School Board (after receiving the notice of grant award) decided to relocate the location of the K-8 school to the campus of the Grand Ridge School. This action was again taken without notice to the affected communities and without sound planning. The Grand Ridge Campus is accessed via urban streets that are not designed to accommodate the increased traffic of moving 530 students to that location. Grand Ridge does not have a police force, which Sneads does. The safety of students and the general public is compromised by this decision.

The Grand Ridge School currently houses grades 5-8 and had 376 students in the 2020-21 school year. It placed in the top 50% of Florida schools with only 53% of students meeting proficiency in math and 54% meeting proficiency in reading. The student population has declined by 39% in the last five years. Moving Sneads Elementary students into this environment will not be productive to their education.

There is no need for the proposed K-8 school. The existing facilities can be rehabilitated at much lesser expense. The School Board has admitted they submitted their grant application without expectation that it would be awarded and without developing a plan for the use of the money. The Town of Sneads encourages the Department to suspend or withdraw the grant award pending a full public vetting of the need for the school and the ideal location for its construction if needed.

Sincerely,

A handwritten signature in black ink that reads "Mike Weeks". The signature is written in a cursive, slightly slanted style.

Mike Weeks

Council President, Town of Sneads, Florida

Cc: Council Members, Town Manager, Town Attorney, Town Clerk