

**SNEADS TOWN COUNCIL
REGULAR MEETING
MAY 9, 2023**

The Town Council of the Town of Sneads, Florida, met in a regular session at the Sneads Town Hall on Tuesday, May 9, 2023, at 6:00 p.m.

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

Mike Weeks, Tony Money, George Alexander,
Angela Locke and Donovan Weeks, Council Members
Daniel Cox, Attorney
Lee Garner, Town Manager
Sherri Griffin, City Clerk
Danielle Guy, Deputy Clerk

And the following were absent:

None

All stood for the Pledge of Allegiance.

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

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

Agenda #4, Police Chief Position. Interim Chief, Brett Preston, came before the Council to speak on the matter. He asked that Tyler Weeks, candidate for the position also come before as well. Preston thanked the council for all they had done for him in the past, but after much soul searching and prayers, he would not like to be appointed Chief. He asked that the Council appoint Tyler Weeks and he would remain as second in command. Angie Locke made a motion to appoint Tyler Weeks as Police Chief and Brett Preston as Lieutenant. George Alexander seconded. After the motion was seconded, there was discussion regarding why interviews were not being held and Mrs Locke stated that it was decided at the last meeting that the Council would not need to have interviews. After this discussion, Council President Weeks stated he had a motion and second and asked for a vote. Motion carried 3-2, for Tyler Weeks to be Police Chief and Brett Preston Lieutenant, with Locke, Alexander and Mike Weeks voting aye and Money and Donovan Weeks voting nay.

Agenda #5, First Ladies of Sneads. A new civic organization that meets the 4th Tuesday every month at Body Biology was represented by Kathy Leigh. Mrs Leigh stated the purpose of the organization was to raise funds for the community. Their first fundraiser is Lake Fest on June 9th at Sneads Park. They have a Ball Tournament scheduled in Quincy and many other events planned. They invited everyone to come out and support them and their events as they are giving back to the community.

Regular Meeting

May 9, 2023

Page 2

Agenda #6, Acquisition and Anti-Displacement and Relocation Assistance Policy. (see attached) Hunter Potts, Melvin Engineers presented Council with an updated Acquisition and Anti-Displacement and Relocation Assistance Policy for CDBG, as required by grants rules and regulations for approval. Tony Money made a motion to approve the Acquisition and Anti-Displacement and Relocation Assistance Policy as presented. Donovan Weeks seconded. All voted aye.

Agenda #7, Sewer Installation at Sneads Park. Mr. Garner presented the Council proposal from Blankenship Contracting for the sewer installation (grinder station) at Sneads Park. (see attached) Mr. Garner stated that they were the only bid we received. He stated that the bid amount is \$20,000 more, but we will be making a change order and asked that the Council approve as such. Donovan Weeks made a motion to approve the bid for Blankenship Contracting once the change order is done. Tony Money seconded. All voted aye.

George Alexander made a motion for the adjournment of the old Council at 6:32 pm.

Agenda # 8, Oath of Office. Daniel Cox, Attorney, administered the "Oath of Office" to Angie Locke, Tony Money, and Mike Weeks.

The new Council reconvened at 6:34 pm.

Mr. Cox then called for a motion for the office of Council President. Tony Money made a motion for Mike Weeks to be Council President. Donovan Weeks seconded. All voted aye.

Mike Weeks then called for a motion for the office of Council Vice President. Donovan Weeks made a motion for Tony Money to be Council Vice President. George Alexander seconded. All voted aye.

Mike Weeks declared Council President and Tony Money Council Vice President for the May 2023-2024 year.

Mike Weeks thanked everyone for allowing him to continue to serve. He then appointed liaison council members to various departments: Alexander to Police/Fire, Locke to Parks/ Recreation, Money to Streets/Sanitation and Weeks to Water/Sewer.

Agenda # 9, Sneads Recreation Board- no one present.

Agenda #10, Town Manager Report as follows: (See attached) Mr. Garner stated he was working with Congressman Dunn's office for assistance with getting FEMA approval on several of our grants to include excess funds left over from the Keevers Rd project whereby we will purchase a backhoe and dump truck on the State of Florida State Contract.

He stated he had purchased some solar lights for the ballpark in order to provide safety lighting for the area.

Agenda #11, Town Attorney. Mr. Cox requested a date be set for the annual ethics required training. The suggested date was set for Saturday, June 3, 2023, at 8:00 AM in council chambers. All agreed.

Regular Meeting

May 9, 2023

Page 3

Agenda #12, Council Members. All congratulated Tyler Weeks for his appointment as Chief of Police and wished him well and stated they were in full support.

Mike Weeks stated he would like the Council to be made aware of all new employees.

Tony Money thanked the Fire Department for the excellent job they are doing.

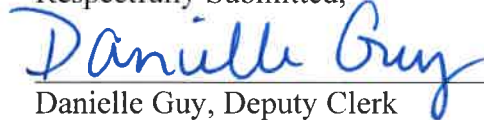
Mr. Garner reminded everyone about the Boat Races at Sneads Park, August 19th & 20th.

Agenda #13, Public Comments:

Jason Johnson, Town IT, presented the Council with a quote for new sound equipment from Studio D Music for the Council room. (see attached) This would replace our current system and make the sound quality better for our listeners. He also stated that we could hopefully sell our current system and get some money to go towards the new one. All agreed to make the new purchase.

Donovan Weeks made a motion to adjourn at 7:03 pm.

Respectfully Submitted,


Danielle Guy, Deputy Clerk

APPROVED:

MIKE WEEKS, COUNCIL PRESIDENT

**Regular Meeting
MAY 9, 2023**

Budget Summary

GENERAL FUND

APRIL- Revenues are 8.41% **below** budgeted amount. Expenditures are 11.49% **above** budgeted amount.

GAS TAX

APRIL- Gas Tax County is 8.99% **above** budgeted amount. Local Option Gas Tax is 4.19% **above** budgeted amount. Expenditures are in line with budgeted amount.

SOLID WASTE

APRIL – Garbage revenues are 3.09% **above** budgeted amount. Expenditures are 8.41% **below** budgeted amount.

WATER AND SEWER

APRIL-ACI Sewer is 6.71% **below** budgeted amount. Water Sales and Sewer Sales are in line with budgeted amount. Expenditures are 4.99% **above** budgeted amount.

RECREATION FUND

APRIL- Revenues are **above** budgeted amount by 39.89%. Expenditures are 2.89% **above** budgeted amount.

TOWN OF SNEADS, FLORIDA
ACQUISITION & ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE POLICY

PART I - ACQUISITION

The Town of Sneads is committed to a policy to make all reasonable efforts to ensure that all real property acquisition activities undertaken using Community Development Block Grant Disaster Recovery (CDBG-DR) funds will be conducted in accordance with all applicable Federal, State, and local laws and ordinances. The following policies and shall be adopted in their entirety as a part of this policy; the “Florida Department of Economic Opportunity Office of Long-Term Resiliency Uniform Relocation Assistance Guide and Residential Anti-Displacement and Relocation Assistance Plan” and the “Florida Department of Economic Opportunity Office of Long-Term Resiliency Hurricane Michael Policy Manual” as amended.

In accordance with these policies, the Town of Sneads shall adhere to the following steps, as applicable, when acquiring real property using CDBG-DR funds.

I. Voluntary Acquisition

Transactions with no threat or use of eminent domain meeting the criteria set forth in 49 CFR 24.101(b)(1) through (5) i.e. No specific site or property needs to be acquired, although the Agency may limit its search for alternative sites to a general geographic area. Where an Agency wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly. The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all the property within the area is to be acquired within specific time limits. The Agency will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing. The Agency will inform the owner in writing of what it believes to be the market value of the property.

Voluntary acquisition shall be permitted if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the Town of Sneads for the property or interest to be acquired. All voluntary acquisitions must be approved by Town of Sneads in principle prior to publication of a public notice or attendance at a property auction.

The Town of Sneads must publish a public notice inviting offers from property owners. This notice must:

1. Accurately describe the type, size, and location of the property it wishes to acquire;
2. Describe the purpose of the sale;
3. Specify all terms and conditions of the sale, including a maximum price;
4. Indicate whether an owner/occupant must waive relocation benefits as a condition of the sale;

5. Announce a time and place for receipt of offers; and
6. Announce that the Town of Sneads shall not invoke its powers of condemnation to secure any property offered if a mutually satisfactory sale is not concluded, to acquire the property for the same purpose.

The Town of Sneads may also acquire property at Public Auction

II. Involuntary Acquisition

Involuntary acquisition shall be permitted if any of the following conditions for voluntary acquisition are not met and the Town of Sneads does not have authority to acquire property by eminent domain, provided that the Town of Sneads adhere to the following;

1. Notice to Owner – A written notice must be sent to the property owner via Certified Mail or hand delivery (if hand delivered the owner must personally sign an acknowledgement of notification). The notice shall:
 - Inform the owner of the Town’s intent to acquire the property.
 - Inform the owner regarding their rights under the Uniform Relocation and Real Property Acquisition Policies Act (URA).
 - Inform the owner of the need for an appraisal of the property and include an invitation for the owner to accompany the property appraiser during their inspection.
 - Request permission to access the property for the inspection.
1. Appraisal – A certified property appraiser shall complete an appraisal report of the property. The appraisal report must be reviewed by a second party (second party must be a certified property appraiser).
2. Just Compensation – The Town shall develop a “just compensation” offer for the property that is based on the appraisal report. Just compensation cannot be lower than the appraised value.
3. Written Offer – The Town shall submit a written offer to the property owner that includes the Just Compensation amount and a reasonable amount of time to consider and/or accept the offer. The written offer begins the negotiation period.
4. Settlement and Closing – If mutually acceptable terms are arrived upon by the Town and the owner, then they shall proceed with the closing agreements for the property. If the parties are unable to reach a mutually acceptable agreement, then the acquisition will be canceled.

PART II - ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE

I. Displacement Avoidance Policy

The Town of Sneads is committed to a policy to make all reasonable efforts to ensure that activities undertaken using Community Development Block Grant Disaster Recovery (CDBG-DR) funds will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase regarding 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 acquisition shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary to conduct 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) acquisition may be necessary 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 displaced. Voluntary acquisition 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 pertains to the Town of Sneads's tenant Assistance, Relocation and Real Property Acquisition Plan, the Florida Department of Economic Opportunity Office of Long-Term Resiliency's Uniform Relocation Assistance Guide and Residential Anti-Displacement and Relocation Assistance Plan, 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, accessible 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 requirements of the local Existing Housing Code.

Failure to meet any of these criteria automatically causes 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) because of the use of CDBG assistance to acquire or 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 Community Affairs 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 includes the 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. Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies.
2. Payment for reasonable re-establishment expenses is not less than \$1,000 nor more than \$20,000 equal to a pro rata 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.
3. 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), 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 period authorized by the CDBG Coordinator, 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 costs 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's policy to displace families in rental units. Participating property owners will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner is 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 in the Town of Sneads Florida 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 \$ 5,000 threshold. Should such projected compensation to the tenant exceed this

threshold, consideration shall be given to not performing the demolition 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 State Department of Community Affairs and the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

B. Appeals to any decision made by the governing body shall be made in accordance with the Town of Sneads's Displacement/Relocation Grievance Procedures, attached hereto as Exhibit 1 to this Policy.

C. Counseling will be provided to individuals that are displaced 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.

Individuals that are displaced receive information concerning the full range of housing opportunities within the local housing market.

This Acquisition & Anti-displacement and Relocation Assistance Policy was approved and adopted by the Town of Sneads Council on the _____ day of _____, 20____.

MIKE WEEKS, COUNCIL PRESIDENT

ATTEST:

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 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 claimed does not limit his right to appeal to 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 thoroughly 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 Council or Mayor of the City 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 appeal, he may seek to have his appeal reviewed by the State Department of Community Affairs (hereafter referred to as the Department) in accordance with Section IV (Department Review of Appeals).

C. Joint appeals. Two or more people 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 appeal, but solely at his 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 appeal.

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

G. Law 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 thoroughly 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 to opportunity to present his 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 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 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 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 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 ensure 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 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 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 appropriate assistance and notify him 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 Council or Mayor of the city 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 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 "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 files the appeal and shall indicate that he 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 appeal on its merits or seeking any other legal remedy available.



May 09, 2023

Town of Sneads
2028 3rd Avenue.
Sneads, FL 32460
Attn: Lee Garner, City Manager

Re: Notice of Award
Sneads Park Grinder Station
AHE Project #: 22-013

Dear Mr. Garner,

We received bids on Thursday, May 4, 2023. The project consists of approximately 2,215 LF of 2" force main, 4 valves, 5 cleanouts, 1 grinder station, and the abandonment of an existing septic tank.

One contractor submitted a bid with Blankenship Contracting, Inc., submitting the lowest overall qualified bid, whose bid for the project is \$148,117.49. It is a policy to award the contract to the lowest overall qualified bidder. Therefore, we recommend the Town award the contract to Blankenship Contracting, Inc.

Attached please find the following:

1. The signed and sealed bid tab.
2. The Notice of Award.

If you have any questions or comments, please feel free to contact me.

Sincerely,
Alday-Howell Engineering, Inc.

Joseph Alday, P.E.
Project Manager

Mailing Address

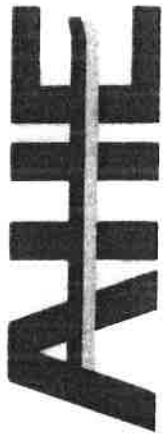
Post Office Box 494
Marianna, FL 32447

Marianna Office

3017 Highway 71 North
Marianna, FL 32446
info@aldayhowell.com
Ph: (850) 526-2040
Fax: (850) 526-4740

Crestview Office

4100 S. Ferdon Blvd, Ste B2
Crestview, FL 32536
crestview@aldayhowell.com
Ph: (850) 634-6084



BID TABULATION

Town of Sneads, FL
Sneads Park Grinder Station
AHE JOB NO: 22-013

Bid Date: 4-May-23

Time: 2:00 PM

Location: Sneads Town Hall

	Bidder's Name	Open Trench Option	Trenchless Option
1	Biankenship	\$161,912.64	\$148,117.49
2			
3			Note: Adjusted Bid will be lower than 130,000. per
4			
5			
6			
7			
8			
9			
10			

Read By: [Signature]

Witnessed By: [Signature]



NOTICE OF AWARD

Project:	Sneads Park Grinder Station	Contract Name:	Sneads Park Grinder Station
Owner:	Town of Sneads	Engineer:	Alday-Howell Engineering, Inc.
Owner's Contract No.:		Engineer's Project No.:	22-013
Bidder:	Blankenship Contracting, Inc.		
Bidder's Address:	PO Box 1730 Dothan, AL 36302	Date of Issuance:	<u>May 09, 2023</u>

TO BIDDER:

You are notified that Owner has accepted your Bid dated May 4, 2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:
The project consists of approximately 2,215 LF of 2" force main, 4 valves, 5 cleanouts, 1 grinder station, and the abandonment of the existing septic tank.

The Contract Price of the awarded Contract is: \$ 148,117.49 Award is subject to unit price.

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Engineer



Town of Sneads

PO Drawer 159

Sneads, Florida 32460

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

Email: Sneadsmgr@sneadsfl.com

May 8, 2023

MEMO TO: Council President and Councilmembers

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

1. I understand the turmoil you have gone through regarding electing a Police Chief, but I sure hope that we can come to a resolution at the council meeting, so this does not hang in limbo any further.
2. I have attached a listing of our grants approved and the date they were signed off on by the Town and the long wait period we have had waiting for funding. As I have stated many times, I am as frustrated about the time it is taking as anyone and rest assured, I have made numerous efforts to obtain approval over the past couple of years and will continue to do so in the future.
3. I have also attached a copy of a proposed Acquisition & Anti-displacement and Relocation Assistance Policy regarding CDBG approvals for your consideration and approval. Hopefully, soon we will have re-done all the policies required by the State and Federal Government when applying for any type of grant.
4. Please continue to thank the members of the Recreation Coordinating Committee for all they have done over the past couple of years. Our program is first class and I want it to remain this way. In that vein, we need to include a Parks and Recreation Director position in our upcoming budget as we cannot continue to ask these volunteers to put in all the work and hours they do, without any compensation. We have to good a program to not allow it to continue and my personal thanks many times to the many volunteers we have had and hopefully continue to have as we proceed.
n
5. We had a major large pipe burst at the Sewer Plant lift station on May 3rd, but thanks to the hard and good work of the Maintenance Department they were able to contain the leak and using Grice and Company Pump out truck, the problem was addressed without any major spillage, along with borrowing a new section of pipe from Grand Ridge. A report was submitted to FDEP.
6. I will begin working on next year's budget soon and if any of you have any major projects or expenditures you want me to look into, please let me know soon.
7. I have attached some correspondence giving updates on the recent legislative session for your information and review.
8. I am attaching a copy of the request for approval of Blankenship Contracting to install sewer grinder stations at Sneads Park restroom, being paid with ARPA funds. We will be reducing the overall amount by \$20,000 working with the contractor so we are within the budget on this project, by boring straight through the woods instead of following the roadway, use of PVC pipe in lieu of stainless steel and other minor changes to bring the total cost down to \$130,000 or less which was budgeted.

9. We have received a copy of the State Budget for next year and included therein is \$200,000 for our Dodson FRDAP on Gloster Street if the Governor does not veto it. We will have to wait for his signature to ensure that we have it this year. In the meantime, since this was to be completed in phases, we are beginning to do another one for next year's budget so when the grant opening date is announced, we will be ready for phase II.

10. We recently had a FDEP inspection of our WWTP and there were only minor deficiencies which have been complied with and report made back to FDEP. We are still working on getting SCADA for all our wells and lift stations to assist with notification in case of any failure. With all the grass that requires cutting, I have hired a part-time employee to work 3 days per week to assist with this project, since we do not have inmates available to use.



ELMON LEE GARNER, TOWN MANAGER

CC: Town Clerk, Deputy Clerk, Town Attorney

TOWN OF SNEADS GRANT STATUS UPDATE

MAY 4, 2023

GRANT NO.	TITLE	DATE OF AGREEMENT	AMOUNT
4399-355	LIFT STATION NO. 4 REPLACEMENT	06-21-21	\$480,320
4399-045	LIFT STATION UPGRADES	09-13-21	\$384,258
M-0095	5 LIFT STATION GENERATORS	06-16-22	\$480,324
4399-046	WELL GENERATORS	08-04-21	\$138,383
4399-046	TOWN HALL GENERATOR	08-04-21	\$ 60,338
4399-094	POLICE DEPT GENERATOR	08-19-21	\$ 19,633
DO-195	PEDESTRIAN CONNECTOR STUDY	02-17-22	\$162,150
M-0055	HOMETOWN REVITALIZATION	02-11-22	\$951,805
M-0110*	CRITICAL TRANSPORTATION	05-14-22	\$1,907,925
M-0113**	WASTEWATER INFRASTRUCTURE	04-12-22	\$3,629,750
D-0010***	STORMWATER CONTROL	02-18-22	\$4,945,145
TOTAL OF ALL GRANTS PENDING FUNDING			\$13,160,031

SPECIAL NOTE: Town has applied for a FRDAP Grant in the amount of \$200,000 to start the project at the DOTSON property on Gloster Street – awaiting response from State of Florida.

***Project will undertake targeted restorative work on critical roadways throughout the Town. Environmental review still in progress**

**** Project will undertake town-wide targeted restorative work on its wastewater collection and treatment systems and add SCADA system upgrades. Environmental review still in progress**

*****Project will address the flooding that occurred during Hurricane Michael and continues to occur throughout the town. Environmental review still in progress**

Studio D Music & Sound, LLC
1585 Toole Circle
Chipley, FL 32428 US
850-326-1969
studiodmusicandsound@gmail.com
www.studiodmusicandsound.com



Estimate

ADDRESS

Town of Sneads
PO Drawer 159
2028 Third Ave
Sneads, FL 32460

ESTIMATE # 1452

DATE 04/28/2023

EXPIRATION DATE 05/12/2023

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sales	<p>We're pleased to provide an estimate for Sound System upgrades. This system will provide a new Mixer that includes Effects and Recording features. This system setup will function better for streaming and recording purposes. All items will be racked in a new rack case.</p> <p>We propose to install the following items, package includes all materials, Labor, Programing, Freight and Training.</p> <p>Material List:</p> <ul style="list-style-type: none">1-Proel MQ16USB MQ Series 16-channel Compact Mixer with FX and USB1-Proel Rack Kit2-Rolls 70volt RA170 Power Amp8-JTS JS-22 (Cardioid) 1/2" Studio Condensor Microphone1-Gator G-TOUR-GRC12X12 12RU Top, 12RU Bottom Console ATA Flight Rack Case8-Desk Mounts2-Desk top Stands16-XLR Connector1-Bulk Cable	1	7,895.00	7,895.00

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	1-Podium Mount (for wireless mic)			
	1-Freight			
	1-Labor			
	1-Travel			

****Notes****

*Excludes all Electrical,Painting, patching.

*Sound Booth area must be cleaned/empty of debris before installation.

*Client will provide tax exempt form or will be required to pay sales tax on invoice.

*Tax Exempt Form must be supplied on First Payment.

*Deposit of 70% to order materials,

*Balance to be paid on final day of installation.

*All Credit Card orders add 3% Fee

*Warranty is 12 months from installation date for all material and Labor.

*All warranty repairs Client is responsible for shipping charges for needed repairs.

*Due to shipping and supply issues any brand item may have to be changed for item in stock which may influence price.

*All existing Components not installed by Studio D is not guaranteed by Studio D; should problems with existing components arise and client wishes to have them operable Studio D will charge an hourly rate to troubleshoot problems on all existing components. All components will need to be registered for warranty by client.

SUBTOTAL	7,895.00
TAX	0.00
TOTAL	\$7,895.00

Accepted By

Accepted Date