## SNEADS TOWN COUNCIL PUBLIC HEARING/ SPECIAL MEETING FEBRUARY 25, 2025

The Town Council of the Town of Sneads, Florida, met in a public hearing/ special session at the Sneads Town Hall on Tuesday, February 25, 2025, at 6:00 p.m.

Mike Weeks called the meeting to order the following present:

Mike Weeks, Angela Locke, Tony Money, Kay Neel and Tim Perry, Council Members Bill Rentz, Town Manager Daniel Cox, Attorney Tyler Weeks, Police Chief Danielle Guy, Interim City Clerk

And the following were absent:

Sherri Griffin, City Clerk

All stood for the Pledge of Allegiance.

Council entered into the Public Hearing.

Agenda #1, Waiver request for 2004 River Rd. (See attached) This request was tabled from earlier this month. Mr Cox stated that the owner currently has a dwelling on the property and wants to put a mobile home on it, and it is less than an acre, which is the required size. He also stated that the property doesn't meet the required 100' front footage size requirements at 90'.

Agenda #2, Public Comment. The floor was then open for public comment.

Public Comment from the following: John Cobb, Chris Roberts, Theresa Wright, Jerry Hostetter.

Council asked Attorney Cox if they approve of this would they be opening themselves to having to approve of others. Attorney Cox stated that it would set a precedent.

Tony Money made a motion to adjourn from the Public Hearing and reconvene into the Special Meeting. Tim Perry seconded. All voted aye.

Agenda # 1, Waiver request for 2004 River Rd. Angie Locke made a motion to deny the request of a waiver. Tim Perry seconded. All voted aye.

Public Hearing/Special Meeting February 25, 2025 Page 2

Agenda #2, Resolution #25-04 entitled;

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA (THE "TOWN") APPROVING THE SALE AND TERMS OF SALE OF THE TOWN'S GRANT REIMBURSEMENT REVENUE NOTES (THE "NOTES"); ESTABLISHING THE TERMS THEREOF; APPROVING A PRIVATE PLACEMENT OF THE NOTES; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ALL ACTIONS REQUIRED AND EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE NOTES; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE NOTES; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO THE NOTES; AND PROVIDING AN EFFECTIVE DATE.

was presented and read. Mr Rentz stated that this is the same Resolution approved from last month, just the bank asked that we add an addition paragraph, that Mr Cox has approved. This is for the Town to get a short-term line of credit loan to pay for grant projects that require upfront payment, then reimbursement. Tony Money made a motion to approve Resolution #25-04 as presented. Tim Perry seconded. All voted aye.

Agenda #3, Right-of-Way Use Permit. (See attached) Mr Rentz presented Council with a Right-of-Way Use Permit Agreement with MAS Environmental. Angie Locke made a motion to approve permit as presented. Tony Money seconded. All voted aye.

Agenda #4, Donation Request from JC Chamber. Mr Rentz stated that the JC Chamber is hosting a Reels in Heels Fishing Tournament at our Sneads Park in March. They have some donations but have requested a second and third place donation. He asked that we donate since it is at our Park, and they intend to start helping us promote our Park even more. Angie Locke made a motion to donate \$1,000. Tony Money seconded. All voted ave.

Tony Money seconded. All voted aye.	fore. Angle Locke made a motion to donate \$1,0
Tony Money made a motion to adjourn at 6:35 pm	
	Respectfully Submitted,  Danielle Guy, Interim City Clerk
APPROVED:	
MIKE WEEKS, COUNCIL PRESIDENT	

#### Attention town council:

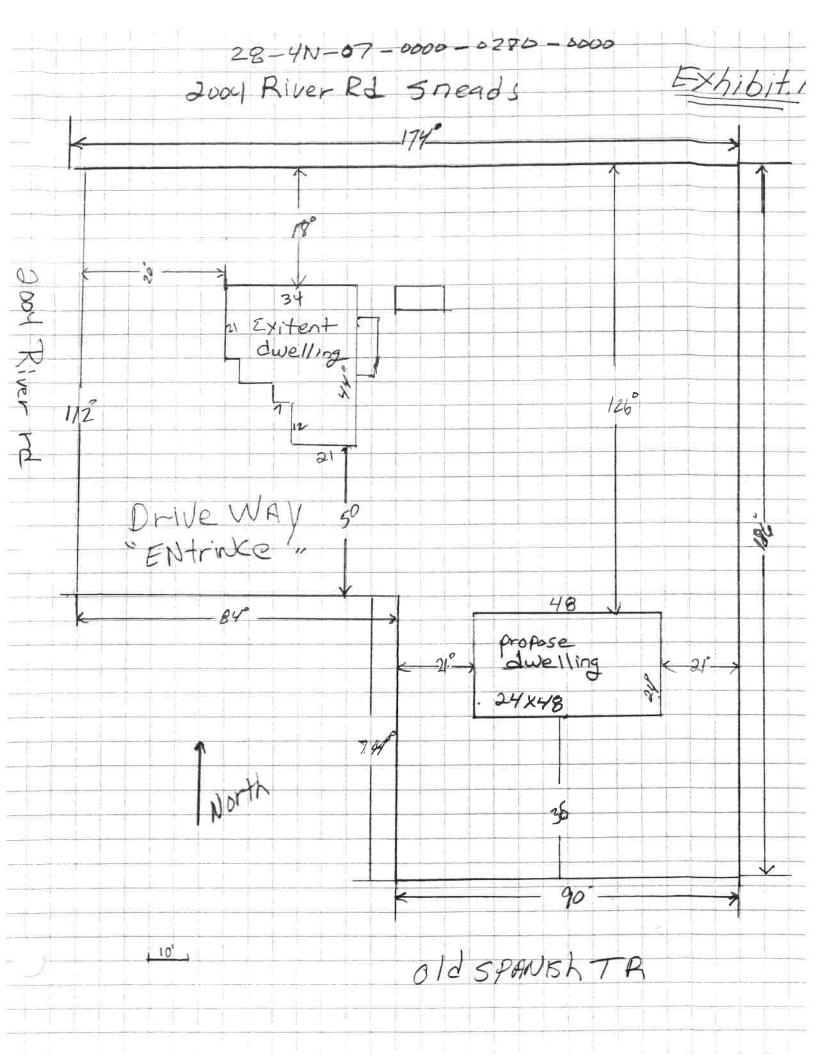
My name is Abdulla Atef and I currently own 2004 River Road in the town of Sneads FL. I am asking for a request of waiver for the current ordinance. I currently have over a half an acre and I am requesting to put a 24X48 mobile home on the property. The current home faces River Road and only takes up a small portion of the property. The Mobile home will have an Old Spanish Trail address. I am requesting that I would be allowed to put the second dwelling on the property. I have attached the property appraiser picture for your convince. I appreciate your time in considering this matter. Any questions feel free to reach out o my personally.

Thank you

Abdulla Atef

850-570-4706

1-14-25



#### **RESOLUTION NO. 25-04**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SNEADS, FLORIDA (THE "TOWN") APPROVING THE SALE AND TERMS OF SALE OF THE TOWN'S GRANT REIMBURSEMENT REVENUE NOTES (THE "NOTES"); ESTABLISHING THE TERMS THEREOF; APPROVING A PRIVATE PLACEMENT OF THE NOTES; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE TOWN TO TAKE ALL ACTIONS REQUIRED AND EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE NOTES; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE NOTES; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO THE NOTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of The Town of Sneads, Florida (the "Council" and the "Town," respectively) has determined to proceed at this time with the sale and issuance of The Town of Sneads, Florida, Grant Reimbursement Notes, Series 2025 (the "NOTES"), which NOTES are to be issued for the purpose of financing improvements to the Town's facilities as approved by several Grant Funding Agencies;

WHEREAS, the Council has received a proposal from PeoplesSouth Bank (the "Bank"), in the nature of a commitment letter for the purchase of the NOTES to advance fund completed improvements under the various Grants with the proceeds of the Grants committed to the repayment of the NOTES, and the Council has determined that authorization of the Council President to execute and deliver the commitment letter in substantially the form attached hereto as Exhibit "A" (the "Commitment") with the Bank in accordance with the terms of the Commitment and this Resolution is in the best interests of the Town for the reasons hereafter indicated; and further act to consummate the transaction with the Bank; and

### NOW, THEREFORE, BE IT RESOLVED that:

- 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the NOTES.
- 2. Award. The sale of the NOTES to the Bank upon the terms and conditions set forth in the Commitment, and in a principal amount estimated as set forth in the Commitment, are hereby approved. The Council President and the Town Clerk are hereby authorized and directed to execute, by manual or facsimile signature, seal or cause a facsimile seal to be impressed thereon, and deliver or cause the NOTES to be delivered to the or upon the order of the Bank, upon payment by the Bank of the purchase price set forth in the Commitment.
- 3. Private Placement. The Council hereby determines that a private placement of the NOTES with the BANK is in the best interests of the Town because, the market for instruments such as the NOTES is limited under the prevailing market conditions, the TOWN has a continuing relationship with the BANK, and the delays caused by soliciting competitive bids could adversely affect the Town's ability to issue and deliver the NOTES and complete the projects funded by the GRANTS. The terms of the Commitment are reasonable under current market conditions.

- 4. Description of NOTES. The NOTES shall be dated as of the date of issuance and delivery to the Bank and shall be issued in one or more series having such details as are set forth in the Commitment. The NOTES may be signed by the manual or facsimile signature of the Council President and initially countersigned by the manual or facsimile signature of the Town Clerk. The NOTES shall be in the form and subject to redemption on the terms, at the times and prices and in the manner provided in the Loan Agreement. The Council President is hereby authorized to execute, and the Town Clerk is hereby authorized to attest the NOTES, and the Council President is hereby authorized to deliver to the Bank the NOTES, which, when executed and delivered, shall be the legal, valid, binding obligations of the Town, enforceable in accordance with their terms.
- 5. The NOTES shall be secured by a lien on and a pledge of the various Grant Funds received by the Town related to the project for which the Note is issued.
- 6. Open Meetings. It is hereby found and determined that all official acts of this Council concerning and relating to the issuance, sale, and delivery of the NOTES, including but not limited to adoption of this Resolution, were taken in open meetings of the Council and all deliberations of the members of the Council that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Florida Statutes, Section 286.011.
- 7. Other Actions. The Council President, the Town Clerk, and all other members, officers and employees of the Council and the Town are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the NOTES and the consummation of all transactions in connection therewith, including the execution of all necessary or desirable certificates, documents, papers, and agreements and the undertaking and fulfillment of all transactions referred to in or contemplated by this Resolution and the Commitment.
- 8. Undertaking of the Financing; Execution and Delivery of Other Instruments. The Town Council hereby authorizes the financing of the NOTES, in the amount not to exceed the appropriated funds awarded by the Grants, upon the terms and conditions as set forth in the Commitment.
- 9. The Council hereby authorizes the Council President and the Town Clerk to execute and deliver, receive or enter into such other contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to affect the undertaking of the financing, including but not limited to the execution and delivery of the Commitment of the Bank to purchase the NOTES. The Vice Council President is hereby authorized and directed to act in the place of the Council President, in the event of the unavailability of the Council President, and any Deputy Town Clerk is hereby authorized and directed to act in the place of the Town Clerk in the event of the unavailability of the Town Clerk, in each case to undertake any act authorized or directed hereunder.
- 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

- 11. The notes are not a general obligation of the town, and the only funds pledged for the payment of the principal thereof are the funds received by the town under the grants funding the project for which the notes are issued. Neither the holder of these notes, their successors or assigns or any other person may compel the town of Sneads, Jackson County or the state of Florida to impose ad valorem taxes for the purpose of refunding these notes.
- 12. The Town will budget for the repayment of the Note consistent with state law and the requirements of the Government Accounting Standards Board and provide the Holder of the Note a copy of the annual budget upon adoption and a copy of the annual audit within fifteen days after its acceptance by the Town Council.

PASSED, in Public Session of the Town Council on the 25<sup>th</sup> day of February 2025.

THE TOWN OF SNEADS, FLORIDA

Mike Weeks, Council President

Town Clerk

(SEAL)

# TOWN OF SNEADS RIGHT-OF-WAY USE PERMIT

This license and agreement are made this 2	25tday of February 2025,
between the TOWN OF SNEADS, FLORIDA, a po	
(herein "TOWN OF SNEADS"), with offices at 20	28 Third Avenue, Florida, 32460, and
(herein "TOWN OF SNEADS"), with offices at 20	_, (herein "Grantee"), with principal offices at
205 N. Armenia Ave # 102	Tampa, FL 33609

WHEREAS, TOWN OF SNEADS is the owner of and has the right to license the use of all road rights-of-way located in Sneads, Florida, which are under its jurisdiction under the provisions of Florida law (which rights-of-way are referred to herein as the "rights-of-way"); and

WHEREAS, the Grantee has requested a license to place above ground or underground structures or utilities on the rights-of-way, as more completely described in Exhibit "A"; and

WHEREAS, the Grantee intends and promises to commence construction or installation of such utilities within two (2) years from the date of this license;

NOW, THEREFORE, for and in consideration of the premises and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

as briefly described herein \_\_install plonds Peet of Environmental Protection Numbering Well and as further indicated on the attached Exhibit A on the county rights-of-way indicated on that Exhibit A. In order to facilitate such installation, TOWN OF SNEADS hereby grants to the Grantee a non-exclusive license, right and privilege of passage and use, both pedestrian and vehicular, for ingress and egress into, upon, through and over city property for the sole purpose of installation, maintenance, repair and use of the utilities indicated on the attached Exhibit A. The rights and privileges granted herewith granted shall be used and enjoyed in such a manner as to cause the least possible interference with the use by the general public of the rights-of-way. The Grantee agrees and acknowledges that this license and any permission, license or privilege granted hereby or previously allowed or granted by Town of Sneads shall not be deemed to constitute or create (now, or in the past or future) any irrevocable easement, license or any vested property right of any kind in the Grantee to use or occupy the City's rights-of-way.

2. **SPECIAL CONDITIONS:** The following are special conditions for or limitations on the use by the Grantee of county right-of-way:

If installed in pavement well cover must be flush with pavement. If installed in natural ground well cover must be 3 inches below natural ground, or in a way that does not interfere with mowing operations. The concrete pad must be at least 4 inches thick. Grantee is responsible for maintenance of traffic in accordance with Florida Department of Transportation standards.

- 3. The terms and conditions of this license and of Grantee's use of county right-of-way are expressly subject to all use fee payment requirements and other provisions of Town of Sneads and Florida Statutes Sections 337.401-404, all of the provisions of which are incorporated into this agreement, and are further subject to all limitations and conditions set forth in section 2 above or elsewhere in this license. It is expressly anticipated by the parties hereto that Town of Sneads may, in the future, amend its comprehensive right-of-way use and permitting ordinance which may provide for (but will not necessarily be limited to) additional restrictions or limitations on the Grantee's use or occupation of the rights-of-way, additional conditions on this license or some subsequent license, and the modification of fees for the continued effectiveness of this license. The Grantee agrees and consents to such enactment and acknowledges and further agrees that, as a condition to the issuance of this license, this license is and shall be subject to all such present and future ordinances, enactments, restrictions, limitations, conditions and fees, without the need of any further approval, agreement or consent of the Grantee. As additional consideration for the issuance of this license, the Grantee acknowledges and agrees that the ordinance (as currently in effect) is valid and binding on the Grantee.
- 4. The Grantee agrees, in perpetuity, to restore that portion of the right-of-way disturbed during any installation, maintenance or repair of said utilities to the condition of the right-of-way prior to any installation, maintenance or repair and further agrees to maintain said utilities at no expense to Town of Sneads. In addition, the Grantee agrees to pay the TOWN OF SNEADS the actual damages to TOWN OF SNEADS's rights-of-way or other property interests, including damages to any roadway or transportation improvements or structures, arising out of initial construction or subsequent maintenance of said utilities. The Grantee acknowledges the existence of and agrees to fully comply with all county ordinances regarding damages to public roads or rights-of-way.
- 5. The undersigned agrees that the utilities and other improvements, fixtures, equipment or other personal property located on the county rights-of-way shall remain the property of the Grantee, removable at the option of Town of Sneads in accordance with applicable Florida law. The Grantee is hereby prohibited from creating or maintaining, and agrees to prevent the creation or maintenance of, any temporary or permanent obstructions or conditions, which might be or might become dangerous to any member of the general public using the rights-of-way.
- 6. The Grantee shall hold Town of Sneads and its Town Council harmless from the payment of any compensation or damage resulting from the exercise of any rights or privileges granted in this license.

- 7. This license shall not be assigned by the Grantee without the prior official Council approval and written consent by Town of Sneads.
- 8. This license shall be effective for a term of twenty (20) years, commencing the date of execution hereof by Town of Sneads, unless earlier abandoned by the Grantee by the giving by the Grantee of 30 days written notice certified mail return receipt to: Town Manager, 2028 Third Avenue, Florida, 32460; PROVIDED, that if the time requirements for improvements, as set forth above, are not complied with, this license may be terminated by Town of Sneads without notice or hearing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

GRANTEE:

Marc Fichen holt Vice President
Printed Name
Title

Signature

Date

Town Council President – Mike Weeks

Date

Meiche holt 20 Mas-ENV. Com

