

**AGENDA  
HAVANATOWN COUNCIL  
REGULAR COUNCIL MEETING  
March 29, 2022**

Call to Order

Invocation

Pledge of Allegiance

Recognition of Visitors

(Limit Comments to 3 minutes)

Request to Approve Minutes from the following meetings:

February 22, 2022 Meeting

Old Business:

- Downtown Dumpsters

New Business:

- Present Proclamation to Councilwomen Wakeen Jordan
- Citizen Petition to address traffic concerns on 5<sup>th</sup> NE.
- Request for final approval of Zoning Application for Land Use Change for Havana Community Development
- Request to Approve agreement with The Management Experts LLC, to manage the American Rescue Act funds.
- Municipal Gas Authority of Georgia low interest loan for Natural Gas infrastructure in Twin Ponds Sub-Division Request to Approve installation bid.
- Request for first Approval of Central Business District Amended Ordinance (read by title only)
- Request to approve Dewberry Engineering Task Order to assist with Department of Economic Opportunity Grant \$75,000

Report of the Town Manager:

- Police Department Bids
- Power Line right-of-way Trimming
- Request for Good Friday April 15<sup>th</sup> off for town employees

Recognition of Each Council Member

Motion to Pay the Bills

Motion to Adjourn

February 22, 2022  
Council Meeting Minutes

**HAVANA TOWN COUNCIL  
REGULAR COUNCIL MEETING  
FEBRUARY 22, 2022  
6:00 P.M.**

**Member(s) Present:** Decorkus Allen, Jenny Stone, Mayor Pro Tem Nick Bert, Mayor Janice Hart, and Warkeen Jordan

**Member(s) Absent:** Eddie Bass and Dwight Vickers

The meeting was called to order by Mayor Hart at 6:00 p.m.

Invocation was led by Jerome Ellis followed by the Pledge of Allegiance.

Motion to approve the minutes from the December 14, 2021 Regular Council Meeting minutes was made by Mayor Pro Tem Bert and seconded by Councilwoman Stone.

Motion to approve the minutes from the January 10, 2022 Town Manager Selection Meeting minutes was made by Mayor Pro Tem Bert and seconded by Councilwoman Stone.

Motion to approve the minutes from the January 25, 2022 Town Manager Selection/FLC Special Meeting was made by Mayor Pro Tem Bert and seconded by Councilwoman Stone.

Motion to approve the minutes from the January 25<sup>th</sup> Regular Council Meeting minutes was made by Mayor Pro Tem Bert and seconded by Councilwoman Stone.

***VISITORS:***

Ms. Rosa Hall, of 208 1<sup>st</sup> Street SE, approached the Council about the concern of her electric meter not being checked correctly. She stated she is taking pictures of her electric meter daily and it does not match what the Town of Havana is reported reading. The Town Manager stated the Town would have the meter checked to ensure accuracy and the Town of Havana would be taking pictures of the electric meter to ensure accuracy.

Mr. Jerome Ellis thanked the Council for funding the SPAIN project.

***OLD BUSINESS:***

***N/A***

## **NEW BUSINESS:**

- ***Request To Approve Zoning Application for Land Use Change for Havana Community Development***

The Town Manager presents with a Request to Approve the Zoning Application for Land Use Change of the Havana Community Development. He states that our Ben Chandler from Apalachee Regional Planning Council is here to answer any questions concerning this request. The Town Manager states that currently the Havana Community Development of the old High School is currently public land which is a designation that was given to it by Gadsden County because it used to be zoned in Gadsden County. He stated that now it is in the City, and in order to be in line with our ordinances and our Development District Zoning we are requesting approval for the land use change. Apalachee Regional Planning has submitted a letter stating it does meet the criteria to be zoned as such. The Town Manager has placed two signs on the property for the last two weeks and each of the residents in the area have been contacted to ensure no one had any problems with this change. No one has responded back with conflict. He also stated there will have to be two meetings and he recommends they approve. Motion was made for approval by Councilman Allen and seconded by Councilwoman Stone. A question was raised by Mayor Pro Tem Bert if the property included the Football Field. The Town Manager said it does not.

- ***Request To Approve Parking Lot Lease Agreement from 102 9<sup>th</sup> Avenue West, LLC***

The Second Agenda item was to request Approval of the Parking Lot Lease Agreement for 102 9<sup>th</sup> Avenue West LLC. The Town Manager describes the Parking Lot is currently located behind the old Shell Station now known as the ARCO station. He states that there was a prior agreement by the Owner Mr. Wilson Hinson dated in the year of 2008. Mr. Wilson has now approached the Town with a new agreement and he is requesting that a fence be put up on the south border of the property, a map was enclosed to show property and fence location. He is also requesting extra lighting in the area. In addition, he also would like the dumpsters lined up on the fence therefore allowing him to put a mural on the back of the Shell station. The Town Manager stated that he recommends that Mr. Hinson put the fence up and if the Town sees fit to reimburse him, the Council would do so. Mayor Pro Tem Bert agreed with this recommendation and asked if the Town Manager has talked to Mr. Kellum? The Town Manager said he had not talked to Mr. Kellum. He did state it would change some things like where Mr. Kellum parks his truck when he has big furniture deliveries brought in.

- ***Request To Approve Parking Lot Lease Agreement from 102 9<sup>th</sup> Avenue West, LLC (Continued from Page 3)***

It would also impact the small tax building because the fence would be relatively close but ultimately it is Mr. Hinson's property and that is why I am recommending him to do the work instead of the Town. Mayor Hart suggested to meet with Mr. Kellum, the Town Manager agreed he would handle speaking with him. Motion made by Mayor Pro Tem Bert to approve and seconded by Councilwoman Stone. Motion carried.

- ***Waste Pro downtown dumpsters and recycling discussion***

The Town Manager states that Mr. Todd Mitchell from Waste Pro is in attendance to discuss issues concerning recycling and the dumpster issues downtown. He states we are here tonight to discuss issues that have resurfaced several times but there has never been a resolution made one would be recycling costs that are skyrocketing for Waste Pro. There is roughly 160-260 recycling customers in the town. Waste Pro is asking to increase the recycling by \$2.00 a month. The price for disposing has went from \$26 to \$126 per ton. The other issue is we currently have three Downtown Community Dumpsters, there were more but Waste Pro has picked up the contracts of several of them. The Downtown Community Shared Dumpsters are shared by the Downtown merchants. There was an agreement years ago to help with the Shared Dumpsters downtown and to keep the street from being lined with green garbage barrels and no place to store them. There are four merchants paying for the shared dumpsters. They are The Wanderings, Vieth Development, Oscars, and the Antique Center. Each of them are paying \$49.15 per month. After speaking with Todd today, the cost of the three dumpsters not being paid for is \$648.86 a month. The Town Manager asks the Council to not make a decision on the dumpsters as he has reached out to Terri Paul with Main Street. She has agreed to get in touch with some of the merchants in the downtown area to see if anyone is interested in joining this group of four. However, the recycling needs to be decided tonight. Mayor Hart asked what the other option would be if the merchants decide not to participate? The Town Manager stated he would bring the item before the Council next month concerning the outcome of the merchants agreement with downtown shared dumpsters. Mayor Pro Tem Bert agreed we can wait until month to decide on the dumpsters. Todd Mitchell stated that Marpan has went up on their rates causing Waste Pro to increase our rate. Todd stated that the Town's recycling house count did not match Waste Pro's. The Town Manager stated that Todd and him would get together to clarify the house count would be corrected. Councilwoman Stone asked do all small towns have recycling. Todd stated that usually do. Motion was made to a \$2.00 increase in recycling rate by Mayor Pro Tem Bert and seconded by Councilwoman Stone. Motion carries to increase the recycling rate.

- ***Request to Approve Special Use Permit for Fire Department Pilau Dinner***

Police Chief Lewis presents with a Request to Approve Special Use Permit for the Havana Fire Department Pilau Dinner. He stated that part of 6<sup>th</sup> Avenue will be temporarily blocked off to accommodate the event that will be drive up only. Motion was made to approve by Councilman Allen and seconded by Councilwoman Stone. Special Use Permit Approved.

- ***Request to Approve Special Use Permit for Havana Main Street Havana Hills Spring Classic***

Police Chief Lewis presents with a Request to Approve Special Use Permit for Havana Main Street Havana Hills Bicycle Spring Classic. He stated that in front of Wanderings the area would be blocked off. Motion was made to approve by Councilwoman Stone and seconded by Mayor Pro Tem Bert. Special Use Permit Approved.

- ***First Reading (by title only) of Zoning Application Amended Ordinance reducing existing location fee.***

Mayor Pro Tem Bert motioned to approve. Mayor Hart asked for a seconded vote. Councilwoman Stone stated she did not agree with the reduction of fee for current existing merchants. She did not see how the reduction in money would help the Town. Councilman Allen agreed. Mayor Hart stated for lack of support by the Council the Zoning Application Amendment to reduce the cost for existing location fee would die at this point. Motion to carry did not get approved by the Council.

## ***REPORT OF THE TOWN MANAGER:***

- ***Photo of past Town Manager Brad Johnson***

The Town Manager commented as he looks at the back wall in the Council Chambers of all the previous Town Managers going all the way back to 1906, the Town has had some great managers. Our prior Town Manager is with us tonight and I would like to comment that he along with Mr. Howard McKinnon was one of the best bosses I have had. I would like to present his picture to the Council Chambers wall tonight. He stated he really appreciated the contribution he gave to the Town while he was here for two years. We wish him the best of luck in the future.

- ***Southside Community Park Update***

The Town Manager states that one of our customers, Mr. Jerome Harris, is here tonight who has expressed interest in a Southside Community Park. He is requesting an update on the Park. The Town Manager stated he has with Mr. Harris and we have discussed a couple of potential sites for the park. We have located two possible sites and we have sent letters to them and we have asked them to let us know if they would be interested in a long-term lease donating the property. He states he did hear from one of the property owners and it was the property of the old Rainbow Club located off of Jefferson Avenue. It would require substantial updating and financial support. He did reach out to Mr. Strong about leasing the property for \$1000.00 a month. The Town Manager stated he just wanted to let the Council and Mr. Harris know where we currently stood on the update. He will keep us aware of any progress.

- ***Central Business District (CBD) residential exemption amended ordinance***

The Town Manager stated that Ben from the Apalachee Planning Council is here tonight is here and he has been a huge help in helping us get this done. In doing an ordinance amendment to allow the residential areas within that district to be able to obtain their residential rights. Some of the residents under the current ordinance would not be allowed to build a new residence in the Central Business District area, instead it would have to be a business. At the boards discretion we have got with Apalachee Regional Planning Council, and we wanted to make sure we got with the residents to make sure everyone knew about the amendment. We had a meeting with the residents, we got ideas and got what they would like to see changed in the amended ordinance. There will be another roundtable discussion with the residents and hopefully next month at the Council meeting we will be able to discuss the ordinance. This ordinance would require two meetings as well. The proposal would be presented at the March meeting.

- ***Police Department Update***

The Town Manager states right before he walked into this council meeting he received the bid packets from our architect Joel Sampson. We will go over those and possibly have those available for the March meeting.

**COUNCIL COMMENTS:**

Councilwoman Stone had no comments.

Councilman Allen had no comments.

Councilwoman Jordan had no comments.

Mayor Pro Tem Bert had no comments.

Mayor Hart: The Mayor stated the EMS unit has totally moved and been relocated. The Town Manager stated that before Mr. McKinnon left the County Administrator spoke with him briefly about the EMS unit coming into the new building with them once it was constructed. Mayor Hart asked who would be responsible for the old building? The Town Manager informed her it was the County's building located on the Town's property and the County would be responsible for moving it.

Motion to pay bills was made by Mayor Pro Tem Bert and seconded by Councilwoman Stone. Motion carried.

Motion to adjourn at 6:57 p.m.

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Janice L. Hart, Mayor

**ATTEST:**

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Kimberly J. McMillan, Town Clerk



**OLD BUSINESS  
DOWNTOWN DUMPSTERS**

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: Waste Pro Downtown Dumpsters

We were able to work out an agreement with the merchants and Waste Pro with regards to the downtown shared dumpsters. We have six (6) business in the downtown area that would like to participate in the shared dumpster program with the cost of two (2) six yard dumpsters being divided between the participants.

PROCLAMATION TO  
COUNCILWOMAN WARKEEN JORDAN

# Town of Havana Proclamation

**WHEREAS**, the Town of Havana is proud to pay tribute to Havana Town Councilwoman Warkeen Grice Henderson Jordan. Councilwoman Jordan was born and in Havana, Florida to the late Lawrence and Mattie Grice. She is the middle child of seven and has one son, Dalvin Henderson of Havana Florida.

**WHEREAS**, Councilwoman Warkeen Jordan being a lifelong resident of Havana and attended Pine Park Elementary School, Northside High School, and Florida A&M University graduating with a Bachelor's Degree in Elementary Education and Early Childhood. After graduating college Councilwoman Jordan worked for the Gadsden County School Board as a school teacher for thirty-five years until her retirement. Following retirement, Councilwoman Jordan began teaching at HLC Leadership Academy.

**WHEREAS**, Councilwoman Wakeen Jordan has fulfilled her passion of educating and working with the children of Gadsden County most her life. In the words of Councilwoman Jordan "I gave them everything I had, and teaching was God's plan for me from the beginning of my life".

**WHEREAS**, Councilwoman Wakeen Jordan served on the Havana Town Council from April 2019 to Present, she's a member of Saint Marks P.B Church serving as Mother's Board, She's a member of Bainbridge Decatur County Retired Educators, and loves doing volunteer work in her community.

**WHEREAS**, Councilwoman Wakeen Jordan loves sharing, caring, and giving, as well as spending time with family and serving God, who she credits with everything she has accomplished in life.

**NOW, THEREFORE, BE IT RESOLVED**, the Town of Havana hereby recognizes and acknowledges the achievements of

**Councilwoman Wakeen Grice Henderson Jordan**  
and wishes good health, strength and prosperity for many days to come.

**Dated this 29rd Day of March, 2022**

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**Mayor Janice L. Hart**

CITIZEN PETITION  
TO ADDRESS TRAFFIC CONCERNS ON 5<sup>TH</sup> NE

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: 5<sup>th</sup> Street NE Traffic Concerns

We received a petition complaining about traffic speeding on 5<sup>th</sup> St. NE, between 9<sup>th</sup> Ave. East, and 5<sup>th</sup> Ave. East. The Police Department conducted a traffic study on October 26, 2021 and November 30, 2021 on 5<sup>th</sup> Street NE with results attached. The recommendations in the petition are for a stop sign to be placed on 5<sup>th</sup> St. NE at 6<sup>th</sup> Ave, or traffic calming devices (speed bumps). Other recommendations noted in the petition include speed limit signs, and children at play signs.

If the council decides to take action on the Petition, I would respectfully recommend placing a three way stop sign on 5<sup>th</sup> St. NE at the 6<sup>th</sup> Ave E. intersection, and put up a posted speed limit sign.


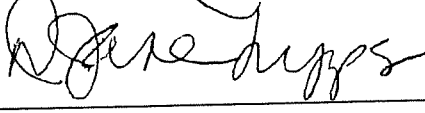
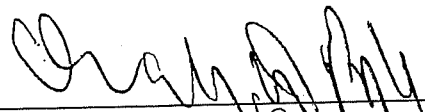

## **Petition to the Town Council of Havana, Florida**

We, the residents of 5<sup>th</sup> St. NE, Havana, FL, request The Town Council to consider and implement traffic control and speed abatement measures on our street to alleviate speeding, high vehicular traffic, increase safety of residents and reduce noise.

- 5<sup>th</sup> St. NE is a residential street connecting 9<sup>th</sup> Avenue and 5<sup>th</sup> Avenue, two main county roads feeding into Havana. It is convenient for both residents of surrounding neighborhoods and service vehicles to use 5<sup>th</sup> St. NE as a cut through.
- There are no stop signs on 5<sup>th</sup> St. NE and only one speed limit sign at the park. 4<sup>th</sup>, 3<sup>rd</sup>, and 2<sup>nd</sup> Streets NE, connecting 9<sup>th</sup> Ave. to 6<sup>th</sup> Ave., all have one set of stop signs on the street at 8<sup>th</sup> Ave. A residential street similar to 5<sup>th</sup> St. NE is 2<sup>nd</sup> St. NE that connects 5<sup>th</sup> Avenue to 1<sup>st</sup> Avenue with easy access to grocery and other shopping and entertainment for the surrounding neighborhoods. This street has two sets of stop signs.
- A traffic study done by the HPD over a mid-week, 45-hour period (report attached) showed 575 vehicles using the street, with almost 50% of the vehicles exceeding the posted speed limit of 25 mph. [Note: There are 11 residences on 5<sup>th</sup> St. with approximately 18-20 resident vehicles. Six of those residences were added since 2006.]
- Most of the residences on 5<sup>th</sup> St. NE have very short driveways (15-16' average), increasing risks when backing onto a street with higher volume of speeding traffic than is normal on a residential street. In addition, the closeness of the residences to the street increases the noise impact from accelerating vehicles, diesel engines and high-volume radios.
- We are fortunate to be adjacent to the popular community park at the library. However, the volume of speeding traffic on 5<sup>th</sup> St NE is a concern for the residents and their children who walk to the park, as well as for the other Havana residents with children who use the park playground and walking path. Anything that can be done to reduce risk while crossing streets should be done.
- We request the following:
  1. 3-way stop at the intersection of 5<sup>th</sup> St. NE and 6<sup>th</sup> Ave (one existing stop sign on 6<sup>th</sup> Ave. at 5<sup>th</sup> St. NE)
  2. 4-way stop at the intersection of 5<sup>th</sup> St. NE and 8<sup>th</sup> Ave (two existing stops sign on 8<sup>th</sup> Ave at 5<sup>th</sup> St.)
  3. 3-4 speed bumps if stop signs cannot be provided
  4. Additional speed limit sign on 5<sup>th</sup> St. NE at 9<sup>th</sup> Ave. (Optional, but recommended)
  5. Cautionary sign "Children At Play" on 5<sup>th</sup> St. NE at the park (Optional, but recommended)

**Thank you for considering our petition. We look forward to hearing your response.**

**Signatures of 5<sup>th</sup> St. NE Residents  
in support of this Petition to the Town Council of Havana, Florida,  
regarding speed abatement on our street**

Please Print Name	Signature	Address	Date Signed
Patricia Buxton Robert Coleman	Patricia Buxton Robert Coleman	106 5 <sup>th</sup> St. NE	*
Joy Brewer	Joy A. Brewer	107 5 <sup>th</sup> St. NE	*
JONATHAN STEVENS		108 5 <sup>th</sup> St. NE	*
Mary Mercer	Mary Mercer	208 5 <sup>th</sup> St. NE	*
Ruth A. Bernardo	Ruth A. Bernardo	209 5 <sup>th</sup> St. NE	*
D. JANE NIPPS		211 5 <sup>th</sup> St. NE	*
CHARLES O'BYE		213 5 <sup>th</sup> St. NE	*
Alyson Dalton	Alyson Dalton	301 5 <sup>th</sup> St. NE	*
The Cole (Peterson)	Leslie Peterson	303 5 <sup>th</sup> St. NE	*
ALVIN JONES HELEN JONES	 Helen F Jones	311 5 <sup>th</sup> St. NE	*
	Currently not in Residence	313 5 <sup>th</sup> St. NE	

\* Signatures gathered MARCH 2-14, 2022



# COMMENTS

106 - Patti Bostea 1) We have two out door cats - very worried

2) My Car was totaled late at night while sitting in my own drive way by a truck driving at a high rate of speed. Never found driver.

3) My next door neighbor, Mr. Miller, had a car drive on his lawn leaving deep ruts

GUEST

4) sitting on the porch at 2115th St. NE

I've witnessed many speeding vehicles and am very concerned for safety.

Date: 3/3/2022 02:01:34 pm

Start Date: 11/30/2021 06:00 pm

End Date: 12/2/2021 04:00 pm

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 26 mph

Highest Speed: 50 mph

50th Percentile: 26 mph

85th Percentile: 32 mph

Number Above Speed Limit: 272

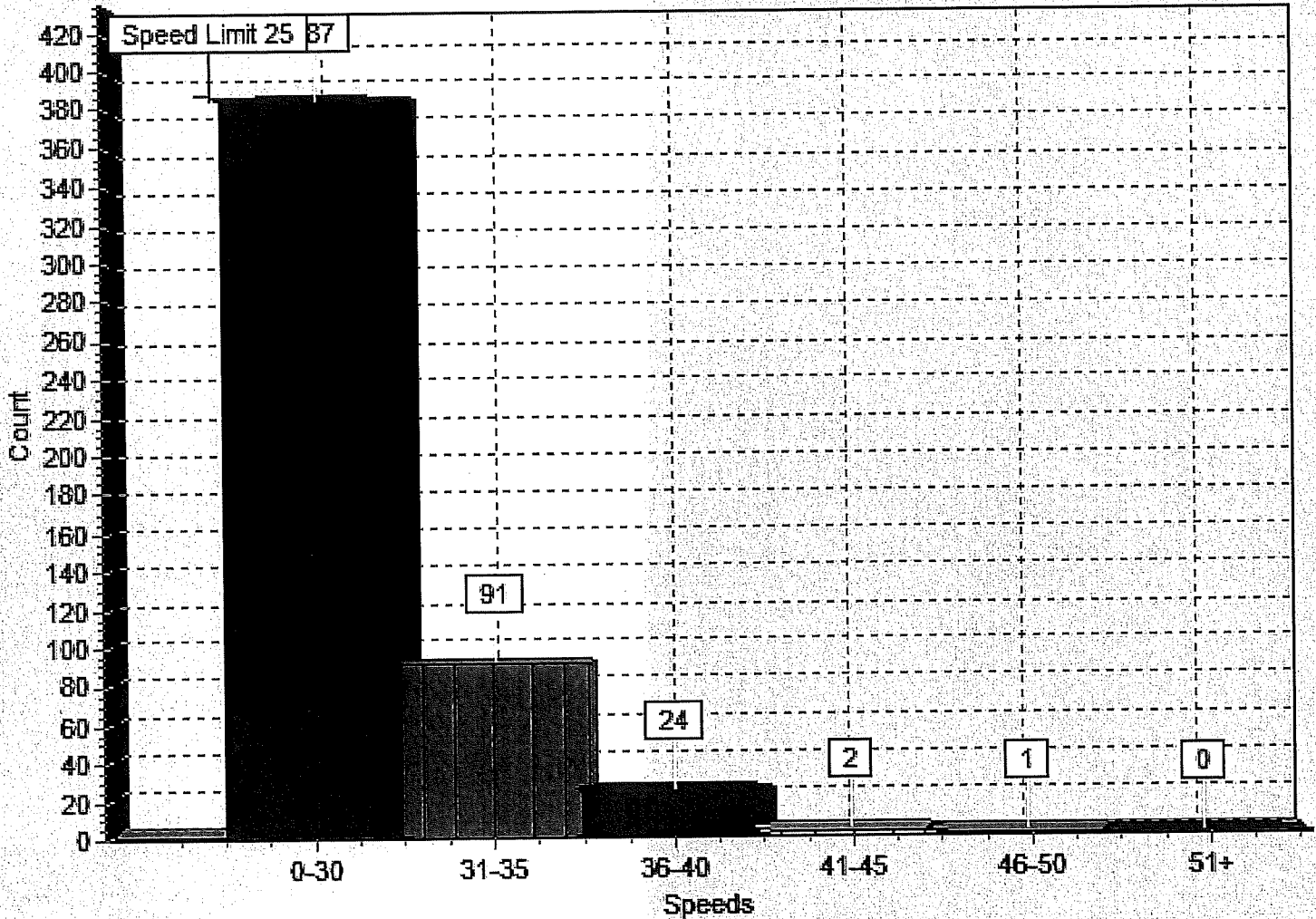
Total Number of Vehicles: 505

Comments:

5th St NE at Park 1

Count vs. Speed

11/30/2021 06:00 pm - 12/2/2021 04:00 pm



Date: 3/3/2022 02:01:34 pm

Start Date: 11/30/2021 06:00 pm

End Date: 12/2/2021 04:00 pm

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 26 mph

Highest Speed: 50 mph

50th Percentile: 26 mph

85th Percentile: 32 mph

Number Above Speed Limit: 272

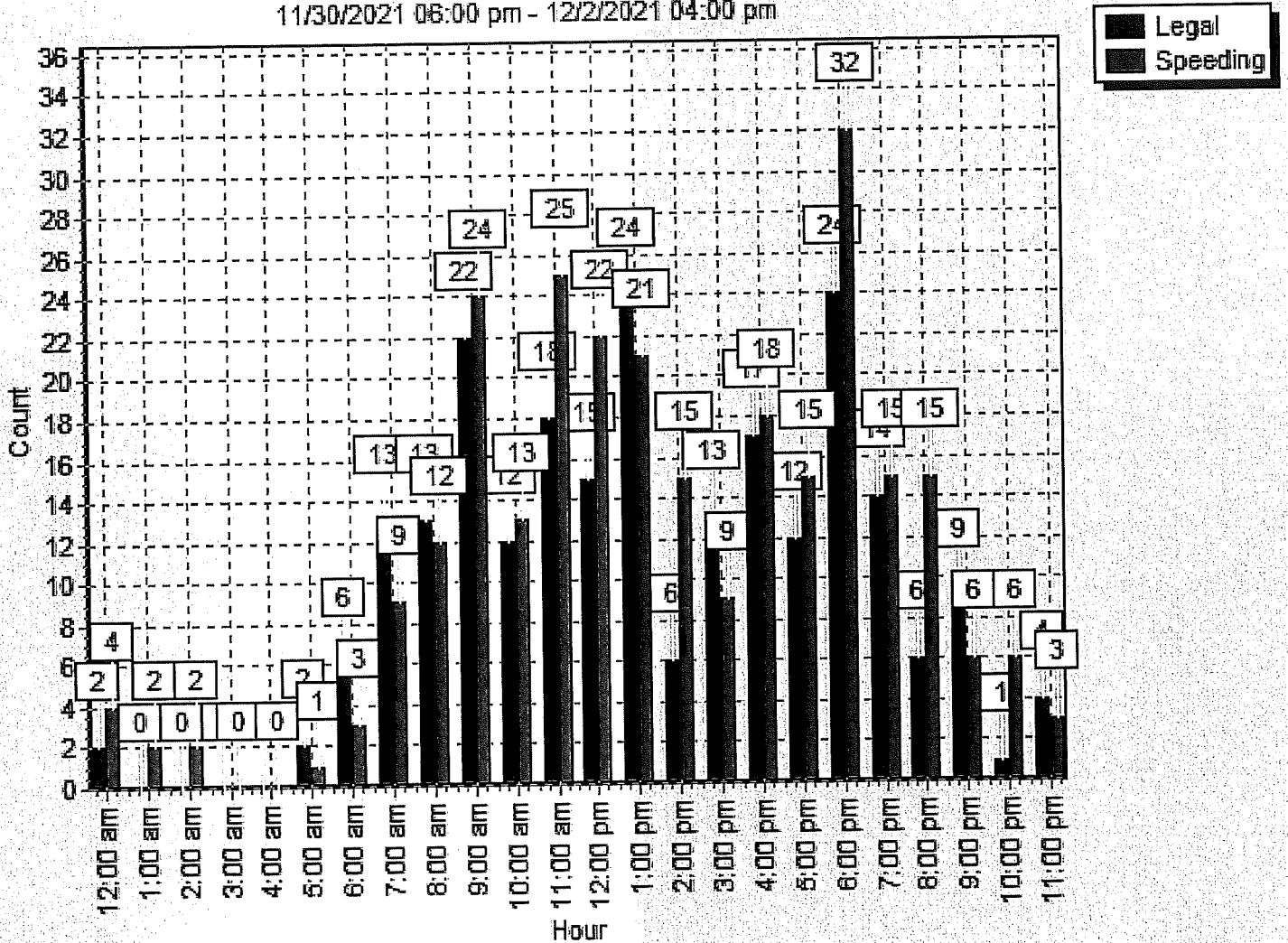
Total Number of Vehicles: 505

Comments:

5th St NE at Park 1

Count vs. Hour

11/30/2021 06:00 pm - 12/2/2021 04:00 pm



Date: 3/3/2022 01:59:40 pm

Start Date: 10/26/2021 10:00 am

End Date: 10/28/2021 07:00 am

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 25 mph

Highest Speed: 49 mph

50th Percentile: 25 mph

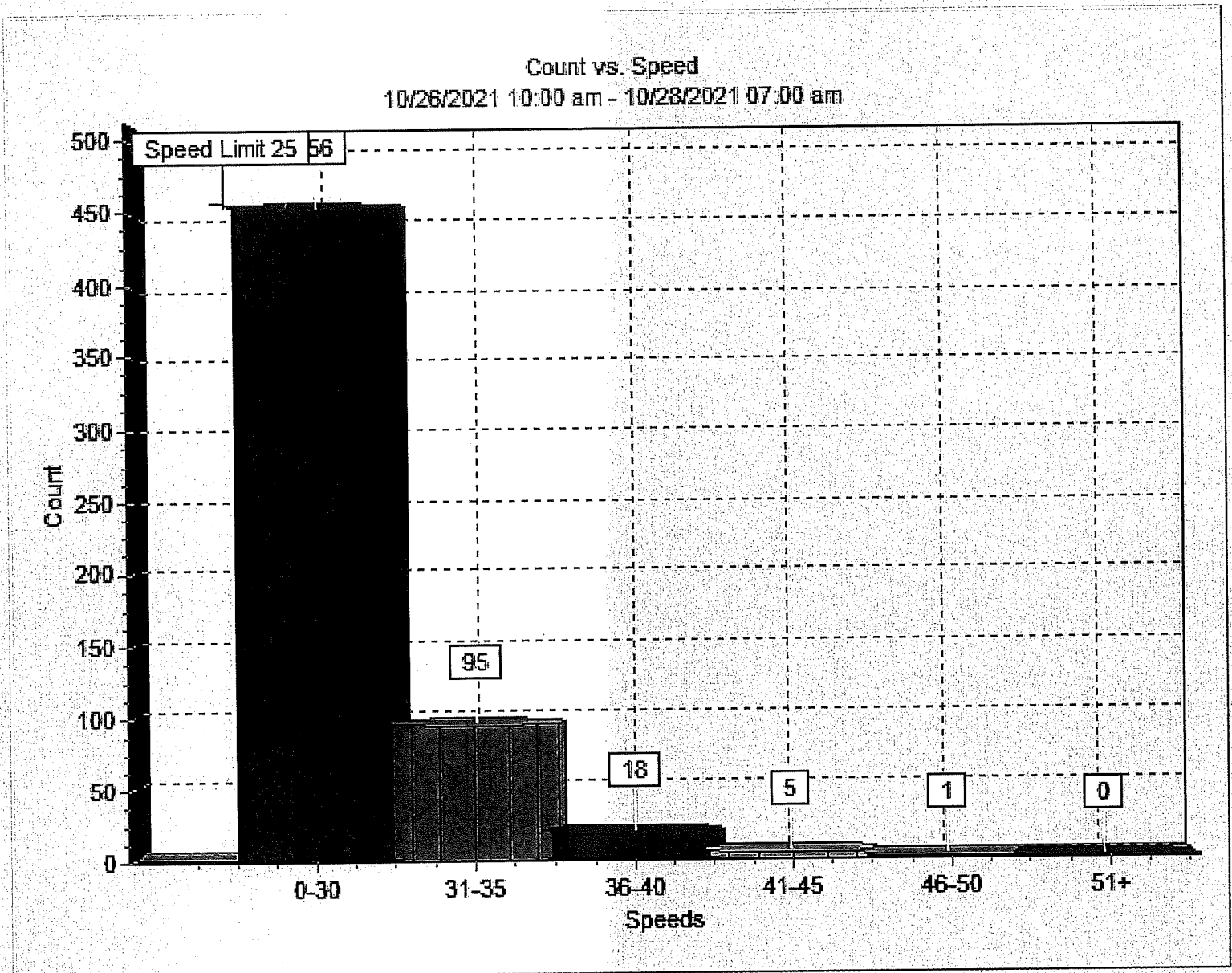
85th Percentile: 32 mph

Number Above Speed Limit: 287

Total Number of Vehicles: 575

Comments:

5th St NE at Park



Date: 3/3/2022 01:59:40 pm

Start Date: 10/26/2021 10:00 am

End Date: 10/28/2021 07:00 am

Time Interval: 60 minutes

Speed Interval: 5 mph

Posted Speed Limit: 25 mph

Average Speed: 25 mph

Highest Speed: 49 mph

50th Percentile: 25 mph

85th Percentile: 32 mph

Number Above Speed Limit: 287

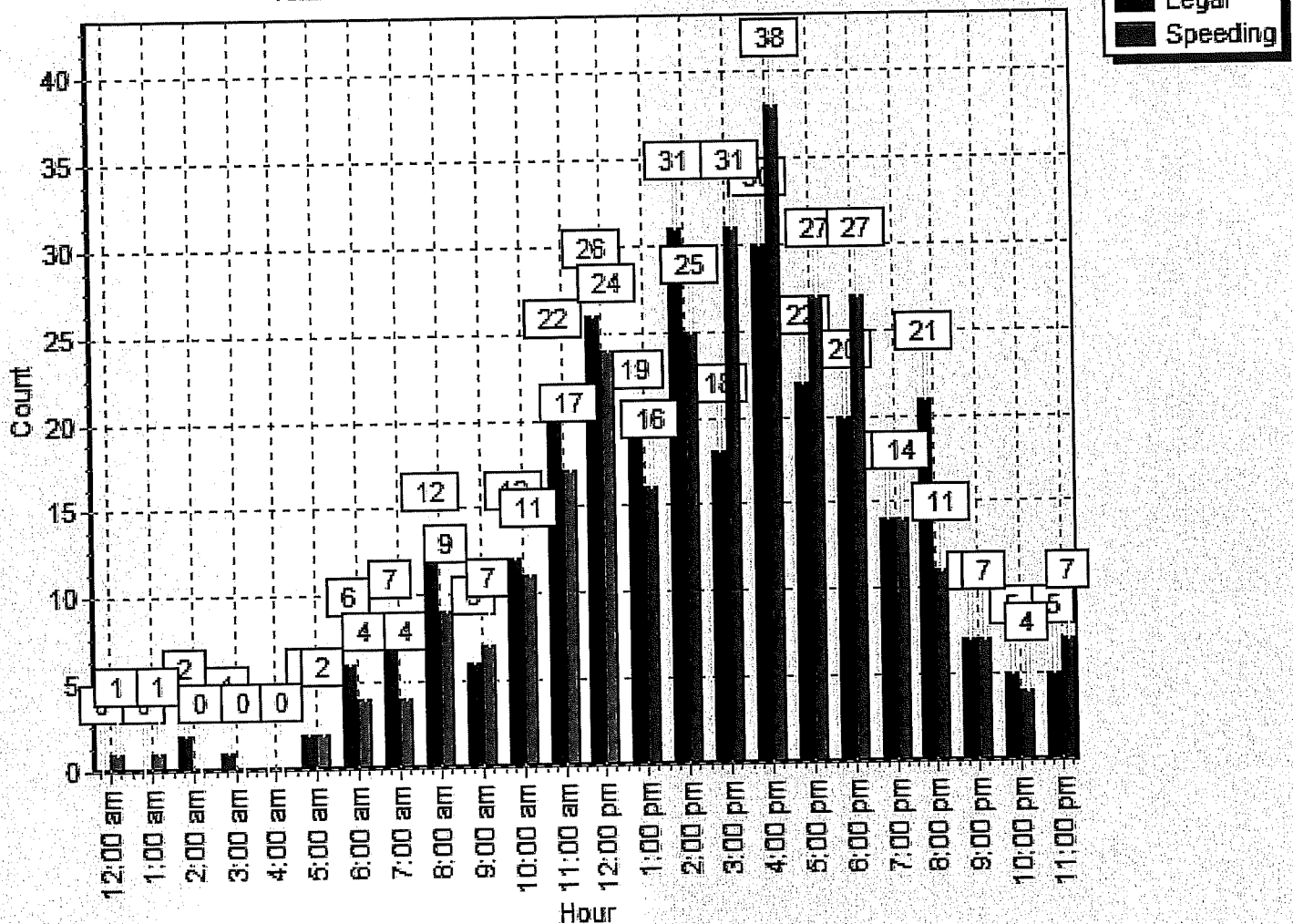
Total Number of Vehicles: 575

Comments:

5th St NE at Park

Count vs. Hour

10/26/2021 10:00 am - 10/28/2021 07:00 am



REQUEST FOR FINAL APPROVAL OF ZONING  
APPLICATION OF LAND USE CHANGE FOR  
HAVANA COMMUNITY DEVELOPMENT

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: Second and final approval of Havana Community Development land use change request

This will be the second and final approval of the Havana Community Development Corporation (Old high school) land use change. The current zoning is a Gadsden County designated zoning, and the request is to assign a Town of Havana Zoning of Development District.



# APALACHEE REGIONAL PLANNING COUNCIL

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, Wakulla counties & their municipalities

LOCAL PARTNERSHIPS, REGIONAL IMPACT.

January 6, 2022

Town of Havana  
Attn: Kim McMillan, Town Clerk  
P.O. Box 1068  
Havana, FL 32333-1068

**RE: Application for Zoning Certificate, Havana – Parcel ID 2-26-3N-2W-0210-0000E-0010**

Dear Ms. McMillan:

In reference to the recent Application for Zoning Certificate, the purpose of this letter is to approve, approve with conditions, or deny the requested change.

The requested change involves parcel ID # 2-26-3N-2W-0210-0000E-0010, described as 264 Carver Avenue, Havana, Florida 32333 and currently zoned as County Public Lands.

The applicant requests to change the zoning designation of the parcel from County Public Lands to Development District. Based on the information provided, the Apalachee Regional Planning Council recommends approval of the application and zoning change.

Please do not hesitate to contact me if you have any questions. I can be reached by email at [bchandler@arpc.org](mailto:bchandler@arpc.org) or by phone at 850-488-6211 ext. 111.

Sincerely,

Ben Chandler, AICP  
Disaster Resilience Coordinator  
ARPC Economic Development Team



# Havana Community Development Zoning change Request



Parcel ID	2-26-3N-2W-0210-0000E-0010	Alternate ID	3959	Owner Address	HAVANA COMMUNITY DEVELOPMENT CORPORATION INC P O BOX 207 HAVANA, FL 32333
Sec/Twp/Rng	26/3N/2W	Class	NON-PROFIT SERVICES (7500)		
Property Address	264 CARVER AVE HAVANA	Acreage	21.89144		
District	HAVANA				
Brief Tax Description	OR 742 P 1052 OR 20, P. 398-OR				

Request to change zoning from County Public Lands to Development District

↩ Reply   ✖ Delete   🗑️ Junk   🚫 Block   ⋮

## RE: Havana - Development District Zoning Language

the areas where development should logically locate as a consequence of existing and planned public facilities and associated capital expenditures. This district provides regulations which permit development of a generally suburban character. It provides for moderate density residential development and for necessary commercial, institutional, and light industrial uses. Excluded are uses of higher density or intensity or of major industrial importance.

**Commentary:** The development district allows many and varied uses while placing the emphasis on minimizing or buffering any nuisances between uses. Segregation of uses has never provided adequate protection, especially at the boundaries of use districts. This ordinance anticipates the likelihood — and desirability — of considerable mixing of land uses and imposes standards to resolve any possible problems and eliminate the negative impacts of juxtaposing unlike land uses. Redevelopment of commercial lots that had previously shared zero lot line setbacks with adjoining neighbors may be redeveloped as zero setback structures on approval by the Town Council. Based on evaluation of surrounding commercially or institutionally developed properties and the availability of on-street parking or other public parking, on-site parking requirements as required by this code may be reduced per the findings of the Parking Standards Committee.

I also attached a navigable version of the Havana Zoning Ordinance for reference in case you'd like to dive further into the requirements/allowable uses of the Development District designation compared to the Urban Core District land use designation. Please feel free to reach out with any additional questions/concerns.

Best,

**Caroline Smith**  
*Economic Development Manager*  
**Apalachee Regional Planning Council**  
2507 Callaway Road, Suite 200  
Tallahassee, FL 32303  
(850) 488-6211 ext. 108



Reply | Reply all | Forward

REQUEST TO APPROVE AGREEMENT  
WITH THE MANAGEMENT EXPERTS LLC

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: Agreement between the Town and "The Management Experts, LLC"

As notified in past meeting the town received funds from the American Rescue Act in excess of \$400,000 for the first payment, and expect \$400,000 + in a second payment hopefully coming this summer. The Federal funds are strictly regulated on what they can be used for, and have strict reporting requirements.

I respectfully request that the council approve the attached agreement with "The Management Experts, LLC" allowing us to use the City of Chattahoochee procurement process.

## AGREEMENT

**THIS IS AN AGREEMENT**, dated the \_\_\_ day of March 2022, by and between:  
**The Town of Havana**, a "public agency" as defined by Section 119.0701(1)(b), Florida Statutes

And

**The Management Experts (TME), LLC**, hereinafter referred to as the "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes.

The Town of Havana and The Management Experts hereinafter collectively be referred to as the "Parties". This agreement is entered into pursuant to the Competitive Solicitation and awarded to The Management Experts by the City of Chattahoochee on October 30, 2019. The City of Chattahoochee authorizes other agencies, municipalities, local governments, departments or organizations to utilize their procurement process, allowing third parties to make purchases from this agreement utilizing their own agreements and task orders with terms and conditions being the same as said agreement and pricing listed in the RFP, Exhibit A.

The Town of Havana and The Management Experts, in accordance with the requirements of Section 119.0701, Florida Statutes, specifically understand, acknowledge and agree as follows:

The Management Experts shall comply with the public records of the State of Florida and specifically agrees to:

- i. Keep and maintain public records that ordinarily and necessarily would be required by The Town of Havana to perform the services under this agreement.
- ii. Provide the public with access to public records on the same terms and conditions that The Town of Havana would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Provide that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- iv. Meet all requirements for retaining public records and transfer, at no cost, to The Town of Havana all public records in possession the Management Experts upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records store electronically must be provided to The Town of Havana in a format that is compatible with the information technology systems of The Town of Havana.

Failure by The Management Experts to comply with this section and the requirements herein, specifically including, but not limited to, failure by The Management Experts to comply with a public records request, shall constitute a material breach of this agreement by The Management Experts and shall permit The Town of Havana to enforce all remedies available to it pursuant to this agreement or any other applicable provision of law.

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The Town of Havana and The Management Experts agree as follows:

**WHEREAS**, as of said date above, The Management Experts will become an independent Contractor for The Town of Havana; and

**WHEREAS**, all parties agree upon the scope of services to be provided by The Management Experts prior to work being performed; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed herein between the Parties hereto as follows:

**ARTICLE 1**

**RECITALS:** Each whereas clause set forth above is true and correct and herein incorporated by this reference.

**ARTICLE 2**  
**SCOPE OF SERVICES**

The Management Experts agrees to hold The Town of Havana and all funding entities harmless against all claims of whatever nature arising out of its performance of its work under this agreement to the extent allowed by law.

The Management Experts certifies that it is a Minority Business Owner as defined in Section 288.703, Florida Statutes.

The Management Experts agrees to provide all said services as outlined in the RFP, Exhibit A upon written Task Orders by The Town of Havana.

**ARTICLE 3**  
**TERM OF THE AGREEMENT**

This Agreement shall commence upon signatures by both parties and shall end on November 4, 2022, with the option to renew for two (2) additional terms of one (1) year each. At the sole discretion of The Town of Havana, unless earlier terminated by The Town Council.

**Remedies/Financial Consequences**

The parties shall have the following rights:

Either party may terminate this agreement for convenience upon provision of three calendar day's written notice. The depositing of a written notice into the United States Postal Service, postage prepaid, shall constitute proper delivery of such notice for determining the three-day notice provision, but the date of mailing will not be included in that calculation.

In event that The Management Experts is in material breach of the terms and conditions under this Agreement, The Town of Havana shall assess a penalty equal to 5% of the total

compensation outlined in the Governing Task Order. The Town of Havana shall provide The Management Experts with ten (10) days notice of such default and the opportunity to cure such default within thirty (30) days of notice to The Management Experts of such default.

The Town of Havana shall exercise any corrective or remedial actions to include, but not be limited:

Requesting additional information from The Management Experts to determine the reasons for or the extent of non-compliance or lack of performance.

Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

Advising The Management Experts to suspend, discontinue or refrain from incurring costs for any activities in question.

#### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

The Town of Havana agrees to compensate The Management Experts through Task Orders generated by The Town of Havana Personnel.

The total funding amount shall not exceed the Task Order amount.

Payment shall be made only after receipt and approval of goods and services as outlined in the Scope of Work of the Task Order. Upon delivery, receipt and acceptance of each deliverable, The Management Experts shall submit an invoice to The Town of Havana.

Deliverable must be completed no later than the date specified in the Task Order. Any deliverable not received, accepted and approved by The Town of Havana will result in a reduction of the cost for that deliverable.

The Management Experts has the right to suspend services for nonpayment after notice to The Town of Havana and for invoices outstanding after forty-five (45) days.

#### **ARTICLE 5** **GENERAL CONSIDERATIONS**

Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that The Management Experts is an independent Contractor under this Agreement and not an Town of Havana employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Management Experts shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of The Management Experts, which policies of The Management Experts shall not conflict with applicable law The Management Experts agrees that it is a separate and independent enterprise from The Town of Havana, that it had full opportunity

to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between The Management Experts and The Town of Havana, and The Town of Havana will not be liable for any obligation incurred by The Management Experts, including but not limited to unpaid minimum wages and/or overtime premiums.

**Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and that places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section.

For the present, The Management Experts and The Town of Havana designate the following as the respective places for giving of notice:

TME:	The Management Experts 2514 Manassas Way Tallahassee, FL 32312 850-528-0785
------	--

Town of Havana:	Town Manager 711 North Main Street Havana, Florida 850-539-2820
-----------------	--

**Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Exclusive venue for any dispute arising from, or related to, this contract, shall be in Gadsden County, Florida.

**Extent of Agreement.** This Agreement represents the entire and integrated agreement between The Management Experts and The Town of Havana and supersedes all prior negotiations, representations or agreements, either written or oral.



**ARTICLE 6**  
**SPECIAL PROVISIONS, EXHIBITS AND ATTACHMENTS**

**Special Provisions and Exhibits.** This Agreement is subject to the following provisions:  
The Management Experts will adhere to their RFP which is located in Exhibit A.

**Attachments.** The following Attachments are incorporated as part of this agreement.

Sample Task Order

Fee Schedule

Required Clauses- Contract Provisions for Non-Federal Entity Contracts under Federal Awards Under 2CFR Part 200

Debarment Form

**IN WITNESS OF THE FOREGOING,** the Parties have set their hands the day and year first written above.

The Management Experts, LLC

\_\_\_\_\_  
Traci Buzbee, President

The Town of Havana Representative

\_\_\_\_\_  
Janice Hart, Mayor

Date: \_\_\_\_\_

# SAMPLE TASK ORDER

Brief description of activity to be performed

## Task I

Specific details of Task to be performed.

## Payment Schedule:

Payment Terms

## Deliverable I

- Identify specific deliverables and compensation along with due date

IN WITNESS OF THE FOREGOING, the Parties have set their hands the day and year first written above.

The Management Experts, LLC

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Representative

Date: \_\_\_\_\_

## FEE SCHEDULE

Classification	Hourly Rate
Project Manager	\$90
Assistant Project Manager	\$75
Senior FEMA Specialist	\$50
Grant Manager	\$50
Senior Planner	\$40
Planner	\$35
Senior Inspector	\$50
Inspector/Debris Monitor	\$30
Senior Environmental Specialist	\$50
Environmental Specialist	\$35
Senior Engineer	\$185
Mid-Level Engineer	\$125
Engineer Intern	\$75
Senior Architect	\$185
Mid-Level Architect	\$125
Entry Level Architect	\$75
CADD Technician	\$45
Construction Manager	\$50
Construction Inspector	\$50
Scheduler	\$40
Cost Estimator	\$40
Project Control Specialist	\$50
Data Storage Website Manager	\$50
GIS Specialist	\$50
Financial Lead	\$65
Financial Assistant	\$45
Clerical/ Administrative Assistant	\$25
Payroll Review Clerk	\$25
Data Entry Clerk	\$25

# REQUIRED CLAUSES

## 2 CFR, 200

Throughout the performance of any work under this Agreement, CONTRACTOR (hereinafter "CONTRACTOR") agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. **Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act.** As required by Federal program legislation:
- a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
    - i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.
  - b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.
    - i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
    - ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
    - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.
3. **Compliance with the Contract Work Hours and Safety Standards Act.**
- a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The Town of Havana shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract

with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement**. As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act**. As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)
- ii. The CONTRACTOR agrees to report each violation to TOWN OF HAVANA and understands and agrees that TOWN OF HAVANA will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

- i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The CONTRACTOR agrees to report each violation to TOWN OF HAVANA and understands and agrees that TOWN OF HAVANA will, in turn, report each violation as required to assure notification to State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment**.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

c. CONTRACTOR's certification is a material representation of fact relied upon by TOWN OF HAVANA. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to TOWN OF HAVANA that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to TOWN OF HAVANA.
8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:
  - a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - i. competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. meeting contract performance requirements; or
    - iii. at a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
9. **DHS Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.
12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.

Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor, The Management Experts (TME), LLC, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

Subcontractor

The Management Experts, LLC

By:

\_\_\_\_\_  
Signature

Traci Buzbee, Owner

\_\_\_\_\_  
Name and Title

2514 Manassas Way

\_\_\_\_\_  
Street Address

Tallahassee, Florida 32312

\_\_\_\_\_  
City, State, Zip

March 3, 2022

\_\_\_\_\_  
Date







TOWN OF HAVANA  
AMERICAN RESCUE PLAN ACT (ARPA) PROJECT  
PO BOX 1068  
HAVANA FL 32333-1068

Date 2/28/22  
Primary Account

Page 2  
XXXXXXXX5337

Money Market Public Funds

XXXXXXXX5337 (Continued)

INTEREST RATE SUMMARY	
Date	Rate
1/31	0.020000%

-----END OF STATEMENT-----



MUNICIPAL GAS AUTHORITY OF GEORGIA  
LOW INTEREST LOAN  
FOR NATURAL GAS FOR TWIN PONDS

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: Municipal Gas Authority of Georgia low interest loan

The Municipal Gas Authority of Georgia (The Towns Natural Gas Provider) approved a low interest loan that Brad Johnson applied for to put natural gas infrastructure in parts of the Twin Ponds Subdivision. I have obtained two quotes for the parts, and installation of said lines (see attached).

I respectfully recommend we go with Spartan Services, Inc (the low bid) and choose option one to insure we allow the accessibility to reach more potential customers.

The \$38,000.00 can be stretched out over a ten year period.

**Spartan Services, Inc**  
**114 Business Cir.**  
**Thomasville, GA 31792**

**Mr. Andres Hernandez**  
**Gas Superintendent**  
**Town of Havana**  
**711 N. Main St.**  
**Havana, FL 32333**

**Andres,**

**Spartan Services, Inc. proposes to bid on the 2" main extensions from #1: 1<sup>st</sup> Ave E and #2: 5<sup>th</sup> Ave E ( SR 12 ).**

**The quotes are as follows,**

**Option 1: 1<sup>st</sup> Ave E – Approximately 3800' – Labor and materials would be \$38,000 or an equivalent of \$10 a foot installed.**

**Option2: 5<sup>th</sup> Ave E – Approximately 3400' – Labor and materials would be \$34,000 or an equivalent of \$10 a foot installed.**

**Included in the above cost is all excavation, directional drilling under driveways, backfill, and replacement of asphalt in roadways.**

**Thank you for the opportunity to assist the Town of Havana in their natural gas needs.**

**Thank you.**  
**Mitchell Whitfield**  
**CEO**  
**Spartan Services, Inc.**



# QUOTE

## City Services, Inc.

Complete Gas System Maintenance

Post Office Box 3217  
 Thomasville, Georgia 31799-3217  
 Phone 229.226.6569 Fax 229.227.0335  
 cityservicesinc@gmail.com

INVOICE # C-BID  
 DATE: MARCH 7, 2022

EXPIRATION DATE 05/07/22

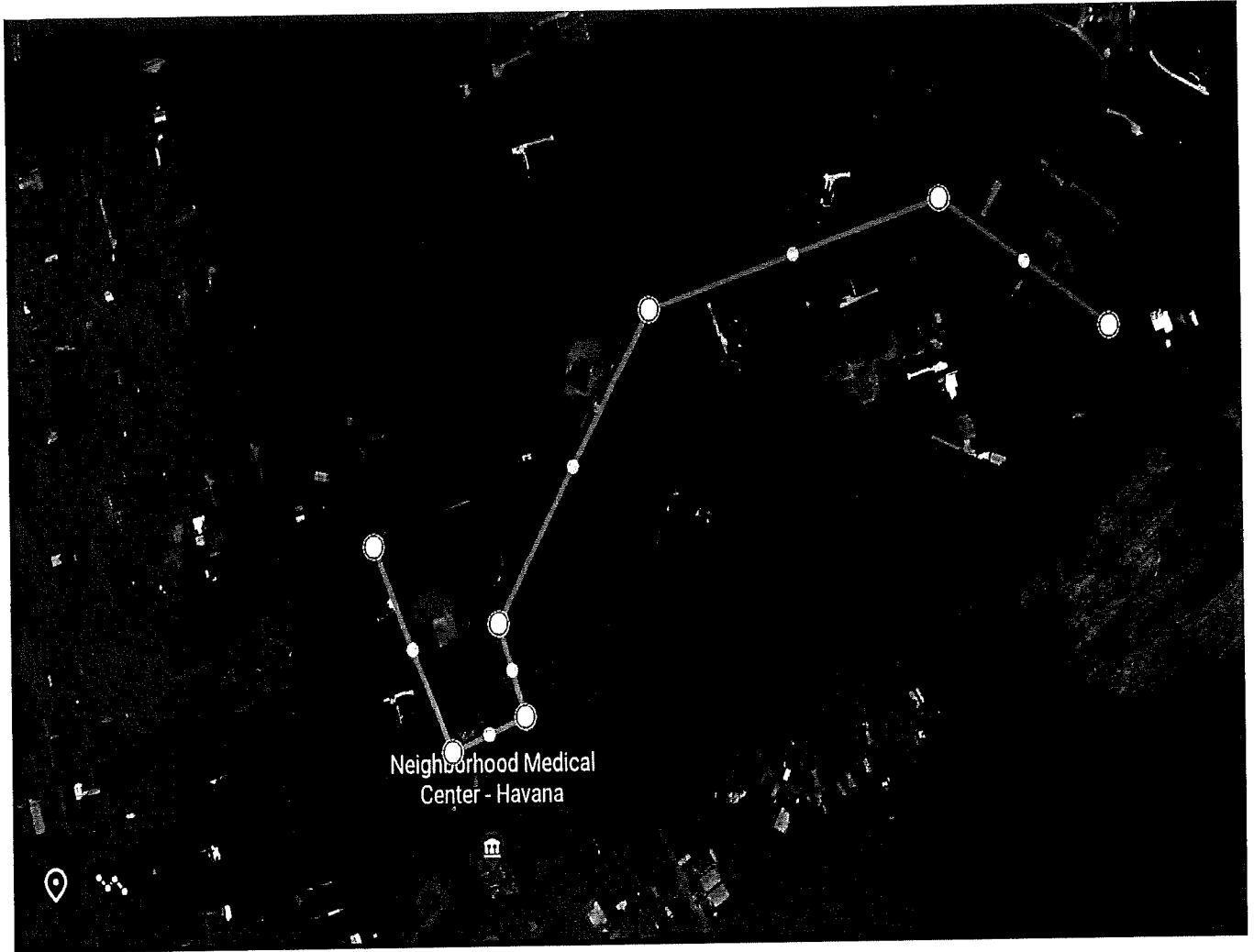
TO Mr. Andres Hernandez  
 Town of Havana  
 Post Office Box 1068  
 Havana, Florida 32333-1068

SALESPERSON	JOB	PAYMENT TERMS	SHIPPING TERMS
B. Boyd	1st Avenue E Twin Ponds Extension	ACCOUNT	PPD/ADD

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
3,750*	2" Driscoplex SDR11 PE 2708 6500 Gas Pipe	\$2.67	\$10,012.50
3,750*	#14 THHN Solid @ \$0.20 / Detectable Warning Tape @ \$0.25	\$0.45	\$1,687.50
3	2" PE 2708 SDR11 Butt Fusion Tee	\$11.50	\$34.50
5	2" PE 2406 SDR11 Poly Ball Valve Full Port	\$124.25	\$621.25
1	2" PE 2406 SDR11 4 Way Cross	\$55.00	\$55.00
5	2" PE 2708 SDR11 Butt Fusion End Cap	\$5.94	\$29.70
5	24" Concrete Valve Box Collar Round	\$33.62	\$168.10
5	5-1/4" Valve Utility Box w/ Gas Lid	\$118.35	\$591.75
1	Tap Main Weld Tee & Butt Fuse PE Transition w/ Valve & Cap	\$1,685.00	\$1,685.00
3,750*	Open Trench Excavation / Butt Fusion Pipe & Fittings /Install Tracer Wire / Marking Tape / Pressure Test / Cover	\$10.00	\$37,500.00
All labor, materials, excavation and cover supplied by CSI			MATERIALS \$14,855.30
No As-built Provided in Bid			EXCAVATE-WELD & FUSE PRESSURE TEST / COVER \$37,500.00
*Estimate			TOTAL INSTALLED \$52,385.30

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



Proposed new natural gas Line will tie in to the existing line on 1st Avenue East and proceed down Dove Court to Twin Ponds Drive. Line will then turn left on Twin Ponds Drive, and follow Twin Ponds Drive past Wisteria Lane, Still Water Lane, and Raverun to end at Hwy 12.

REQUEST FOR FIRST APPROVAL  
OF CENTRAL BUSINESS DISTRICT  
AMENDED ORDINANCE



## Memorandum

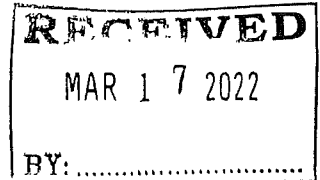
To: Havana Town Council

From: Tracy Smith

Re: Central Business District Amended Ordinance

Following two roundtable discussions with the affected property owners in the Central Business District an amended ordinance was drafted by the Apalachee Regional Planning office and approved by the Town's Attorney to be presented to you for the first reading (by tittle only) and approval.

LINES, HINSON AND LINES  
LAWYERS  
121 NORTH MADISON STREET 32351  
POST OFFICE BOX 550  
QUINCY, FLORIDA 32353



WILLIAM D. LINES (1914 - 1992)  
ALEXANDER L HINSON  
BLUCHER B. LINES

TELEPHONE (850) 875-1300  
TELECOPIER (850) 875-1350

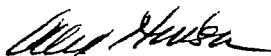
Kim McMillan  
Town Clerk  
Town of Havana  
P.O. Box 1068  
Havana, FL 32333

RE: Ordinance Amending Ordinance No. 387 to Provide for  
Exceptions to Nonconforming Uses

Dear Kim:

Pursuant to your request, please find enclosed the referenced Ordinance which must be adopted at two separate meetings, together with Notice to Consider the Ordinance which must be published one time at least ten (10) days prior to final adoption. The Notice could be published before the second reading of the Ordinance to expedite the matter.

Sincerely,

  
Alexander L. Hinson

Enclosure

NOTICE TO CONSIDER  
ENACTMENT OF ORDINANCE

Notice is hereby given to all concerned that the Town Council of the Town of Havana, Florida, intends, at a meeting in the Town Hall in Havana, Florida, at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022, to consider the enactment of the following proposed ordinance entitled:

AN ORDINANCE AMENDING ORDINANCE NO. 387 WHICH AMENDED THE CODE OF ORDINANCE OF THE TOWN OF HAVANA AND THE LAND USE ELEMENT OF THE HAVANA COMPREHENSIVE PLAN TO DESIGNATE A CENTRAL BUSINESS DISTRICT IN DOWNTOWN HAVANA AND TO ESTABLISH LAND USES, TRANSPORTATION ELEMENTS, LANDSCAPE STANDARDS AND SIGN STANDARDS FOR SUCH DISTRICT; PROVIDING FOR EXCEPTIONS TO NONCONFORMING USES BY ADDING A NEW SUBSECTION (I) UNDER NONCONFORMING USES; PROVIDING FOR THE APPLICATION OF SUCH EXPECTATIONS TO PRE-EXISTING STAND-ALONE SINGLE-FAMILY BUILDINGS OR STRUCTURES BY ADDING A NEW SUBSECTION (E) UNDER NONCONDORMING USE OF A BUILDING OR STRUCTURE; AND PROVIDING FOR CODIFICATION AND EFFECTIVE DATE.

Such ordinance may be inspected by the public at the office of the Town Clerk in the Town Hall in such Town.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose, he may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

This \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

\_\_\_\_\_  
CLERK, TOWN OF HAVANA, FLORIDA

Ordinance No. \_\_\_\_\_

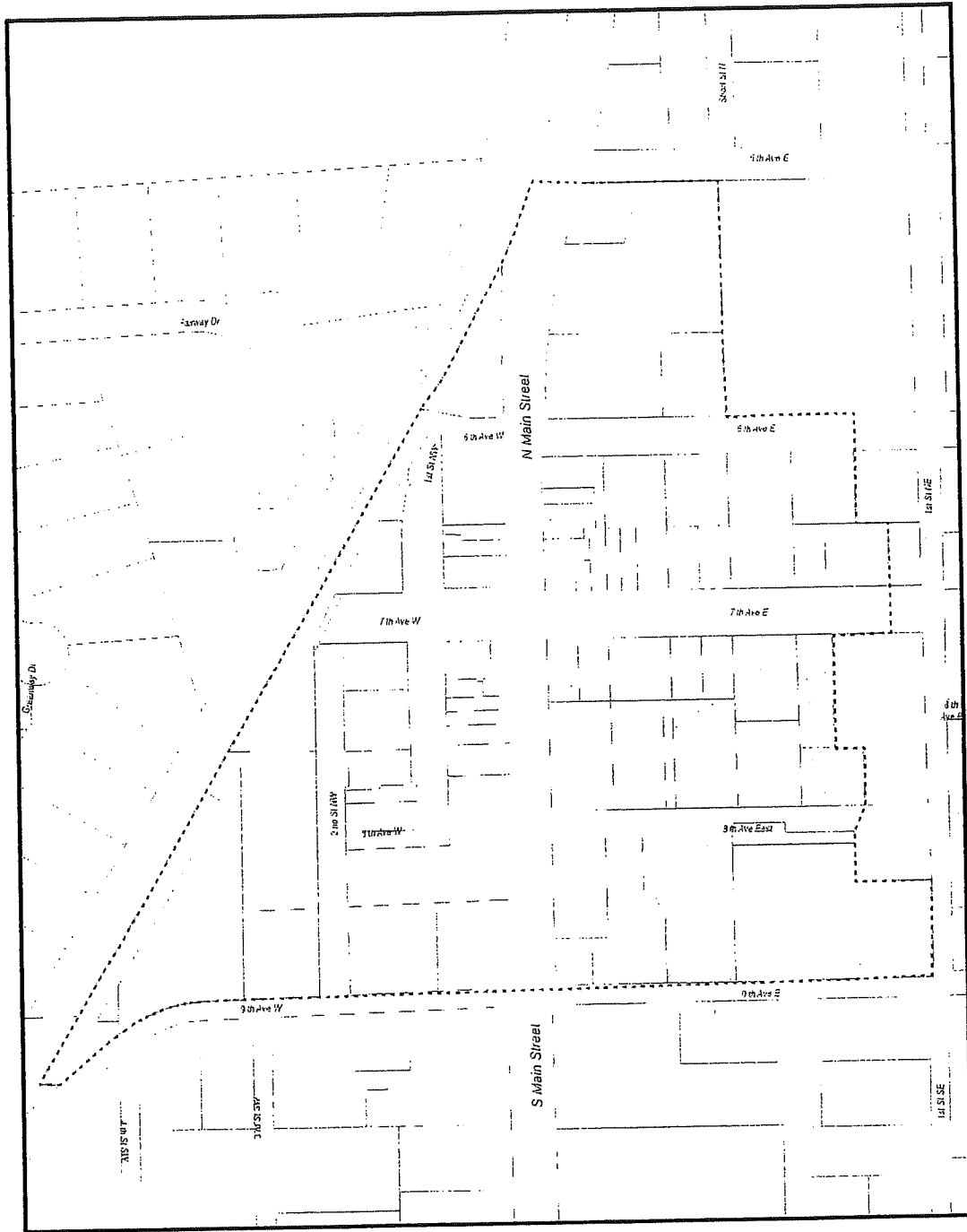
AN ORDINANCE AMENDING ORDINANCE NO. 387 WHICH AMENDED THE CODE OF ORDINANCE OF THE TOWN OF HAVANA AND THE LAND USE ELEMENT OF THE HAVANA COMPREHENSIVE PLAN TO DESIGNATE A CENTRAL BUSINESS DISTRICT IN DOWNTOWN HAVANA AND TO ESTABLISH LAND USES, TRANSPORTATION ELEMENTS, LANDSCAPE STANDARDS AND SIGN STANDARDS FOR SUCH DISTRICT; PROVIDING FOR EXCEPTIONS TO NONCONFORMING USES BY ADDING A NEW SUBSECTION (I) UNDER NONCONFORMING USES; PROVIDING FOR THE APPLICATION OF SUCH EXPECTATIONS TO PRE-EXISTING STAND-ALONE SINGLE-FAMILY BUILDINGS OR STRUCTURES BY ADDING A NEW SUBSECTION (E) UNDER NONCONDORMING USE OF A BUILDING OR STRUCTURE; AND PROVIDING FOR CODIFICATION AND EFFECTIVE DATE.

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HAVANA, FLORIDA:**

SECTION 1. That the Code or Ordinances of the Town of Havana and the Land Use Element of the Habana Comprehensive Plan pertaining to the Central Business District in Downtown Havana are amended to henceforth contain the new provisions as hereinafter highlighted:

# Central Business District

## Town of Havana

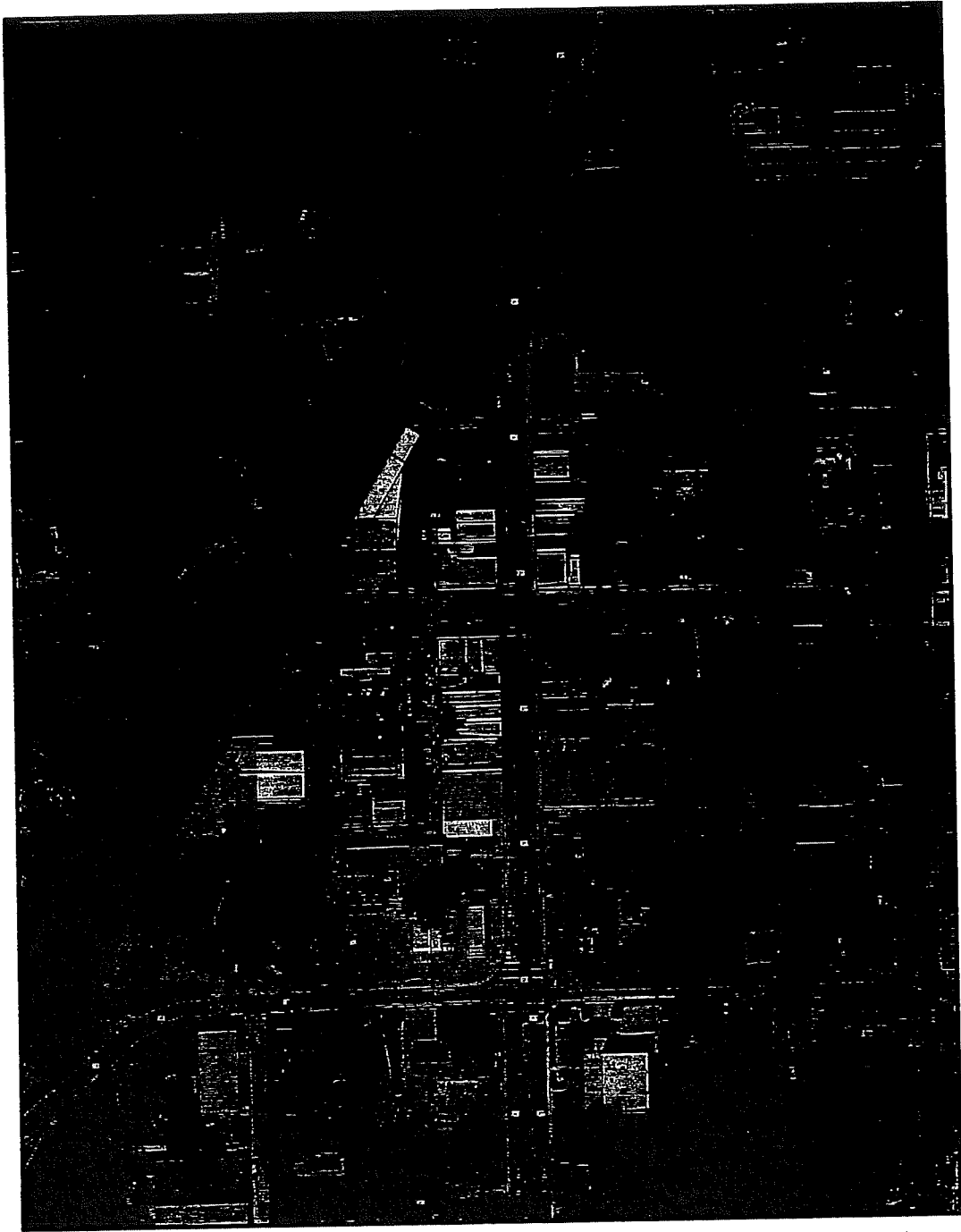


80 Feet

- - - Central Business District Area
- ..... Residential Areas

# Central Business District

Town of Havana



100 Feet

Central Business District Area  
Residential Areas

- (b) Permitted principal uses (7) cocktail lounges and bars and (31) restaurants, listed in subsection (a) of this section, that are located within the CBD boundary and that are properly licensed vendors of alcoholic beverages as defined in CHAPTER 3: ALCOHOLIC BEVERAGES, shall not be subject to the proximity rule stipulated in Section 3-1 (d)(4)b of CHAPTER 3 of the Code of Ordinances which states such establishments are to be "...at least 500 feet from an established church, school, or public playground area..." All other provisions of CHAPTER 3 shall apply to these specified CBD principal uses.

### **Single-Family Residential in the CBD.**

Standards in this section refer to the construction, exterior remodel or major renovation of single residences within the CBD.

- (a) The CBD is intended to encourage residential development above ground floor commercial development. It also allows for first floor residential occupancy provided it does not occupy more than one-third (1/3) of the commercial or retail area on the first floor and is not located along any commercial or retail frontage. Residential uses above the first floor are not restricted in size.
- (1) *Roof.* Roof forms and materials shall be visually compatible with the existing architectural context of the streetscape and the majority of dwellings in the immediate neighborhood. The pitch of the roof is critically important to the success of being visually compatible with the typical surrounding dwellings, and well-extended overhangs will help protect the home from frequent and heavy rainfall. The pitch of the major roof shall have a minimum vertical rise of four inches for each 12 inches of horizontal run with a minimum 12-inch overhang, measured horizontally from the outer edge of the sloped roof to the vertical face of the wall under the roof. The roof covering shall be visually compatible with the dwellings in the immediate neighborhood.
- (2) *Exterior finishes.* Exterior wall and trim materials shall be visually compatible with the existing architectural context of the streetscape and immediate neighborhood.
- (3) *Design elements.* All new or structurally or materially altered dwellings shall provide some sort of architectural character with the use of design elements. Examples of design elements which could be used for this purpose include, but are not limited to, roof dormers, extended entryways, covered porches, decorative columns and wing walls to enhance the appearance and alter the straight line or rectangular shape of the structure to be consistent with the majority of the dwellings in the immediate neighborhood.
- (4) *Windows and doors.* Proportion, scale, height, shape, detailing and building material of windows and doors shall be consistent with the style of the proposed dwelling and other dwellings in the immediate neighborhood. Windows and doors shall be set back two to three inches from siding and trim to prevent the appearance of flatness to the facades, which is contrary to the appearance of the majority of buildings in Havana.

- (5) *Crawl space.* The crawl space of an elevated above-grade building (that area located between the grade and the lowest floor member) shall be shielded by some architectural feature which is compatible with the design and architecture of the building so that the line of site from any public road, alley or walkway does not include any portion of the underside of the structure. Such feature shall be included as part of any building permit application.
- (6) *Foundation and enclosure.* A permanent foundation and enclosure shall be required to present a clean, uncluttered appearance around the perimeter of every new elevated home.
- (7) *Accessory structures.* All accessory structures, if in the line of sight from any public road, alley or walkway, shall reflect architectural compatibility with the main structure and neighborhood.

### **Nonconforming uses.**

#### *Nonconforming uses of land.*

- (a) A nonconforming use of open land may not be enlarged or increased, nor may it be extended to cover more land than was occupied by that use when it became nonconforming.
- (b) A nonconforming use shall not be moved in whole or in part to any other portion of the parcel occupied by such use when it became nonconforming, except for manufactured homes.
- (c) In no event shall a nonconforming use be changed to a more intensive nonconforming use.
- (d) A nonconforming use may be changed to a conforming use regardless of whether the new use conforms to the development standards or other dimensional requirements of this chapter.
- (e) If a nonconforming use is discontinued for less than or equal to 180 days, it may be resumed without further review by the town. If, however, a nonconforming use is abandoned for more than 180 days, any subsequent use of the land shall conform to the use and the development standards or other dimensional requirements of this chapter.
- (f) A nonconforming use may resume after being discontinued for more than 180 days under the condition that it can be proven that the property has been actively, but unsuccessfully, marketed for sale, lease, or rent within the first 180 days of the discontinued use.
- (g) The town may determine that the legal nonconformity status of a nonconforming use of land has been lost under any of the following circumstances:
  - (1) Abandonment of the use for more than 180 days;
  - (2) Unlawful extension or expansion of the use; or
  - (3) Change of use to a more intensive use.
- (h) A nonconforming use may be transferred by inheritance or ownership and allowed to persist as a nonconforming use at the discretion of the Town Council.



(ii) Nonconforming use exceptions

Recognizing that single-family residential homes historically have been an integral part of the fabric and character of the downtown area of the Town of Havana, and that the residents of the Town of Havana desire to maintain the quality and character of the downtown area, the following pertains to pre-existing stand-alone (attached or detached) single-family residential units on parcels located within the Central Business District (CBD) boundary:

(1) Pre-existing stand-alone single-family residential units located within the designated CBD boundary may continue as a nonconforming stand-alone single-family residential use in perpetuity at the discretion of the current property owners.

a. Owners of pre-existing stand-alone single-family residential units in the CBD may elect to:

- i. Perpetuate the pre-existing residential use.
- ii. Change to a conforming use at any time.
- iii. Pass ownership to heirs to continue the pre-existing residential use. Heirs may change to a conforming use at any time.

b. Owners of pre-existing stand-alone single-family residential units in the CBD, who also own adjacent contiguous undeveloped parcels, may:

- i. Allow the adjacent contiguous parcel to remain undeveloped.
- ii. Use such parcel to support the pre-existing residential use.
- iii. Construct a stand-alone single-family residential unit on the adjacent contiguous undeveloped parcel.
- iv. Change parcel to a conforming use at any time.
- v. Pass ownership to heirs with the same exceptions allowed of the current owner.

(2) Current or future owners of nonconforming single-family residential uses as described in section (1) of this part may elect to sell property as either residential or a conforming use at their discretion.

(3) If at any point in time, a nonconforming residential use as described in this part is transitioned to a conforming use, it shall then remain as a conforming use in perpetuity.

(4) Parcels located within the CBD that are subject to this part are identified on the adopted CBD boundary map.

*Nonconforming use of a building or structure.*

- (a) A nonconforming use of a building or structure may not be enlarged or increased nor may it be extended to cover more area of the building or structure than was occupied by that use

when it became nonconforming. Any nonconforming use may be extended throughout any parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of this chapter, but no such use shall be extended to occupy any land outside such building. If no structural alterations are made, any nonconforming use of a structure, or a structure and land, may be changed to another nonconforming use provided that the Town Council by making findings in the specific case, shall find that the proposed use is more appropriate to the zone than the existing nonconforming use. In permitting such change, the Town Council may require appropriate conditions and safeguards in accord with the provisions of this chapter.

- (b) A nonconforming use of a building or structure may be changed to a conforming use regardless of whether the new use conforms to the development standards or other dimensional requirements of this chapter. Any structure, or a structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the zoning district in which the structure is located, and the nonconforming use may not thereafter be resumed.
- (c) If a nonconforming use of a building or structure is discontinued, it may be resumed within 180 days without further review by the town. If, however, a nonconforming use of a building or structure is abandoned for more than 180 days, any subsequent use of the land shall conform to the applicable use and development standards or other dimensional requirements of this chapter. Where nonconforming use status applies to a structure and land in combination, removal or destruction of the structure shall eliminate the nonconforming status of the land. Destruction, for the purposes of this subsection, means damage to an extent of more than 50 percent of the structural value of the structure immediately prior to destruction. Additions, extensions and alterations may be made to any nonconforming public use, if the addition, extension or alteration:
  - (i) does not extend beyond the boundaries of the site in existence when the use became nonconforming; and
  - (ii) does not infringe upon any off-street parking required by this chapter.
- (d) The Town Council may determine that the legal nonconformity status of a nonconforming use of a building or structure has been lost under any of the following conditions:
  - (1) Abandonment of the nonconforming use (equal to or greater than 180 days);
  - (2) Unlawful extension or expansion of the nonconforming use; or
  - (3) Change of use to a more intensive nonconforming use.

~~(e) Nonconforming use of a building or structure exceptions shall apply only to pre-existing stand-alone (attached or detached) single-family residential uses in the CBD as described in Nonconforming uses, section (i).~~

SECTION 2. It is the intention of the Town and it is hereby provided that the provisions of this ordinance shall be made a part of the Code of Ordinances of the Town of Havana, Florida; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article", or other appropriate designation.

SECTION 3. This ordinance shall take effect immediately upon its passage and approval as required by law.

INTRODUCED in open session of the Town Council of the Town of Havana, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

ADOPTED AND PASSED on second and final reading in open session of the Town Council of the Town of Havana, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

\_\_\_\_\_  
Presiding Officer of the Town Council  
of the Town of Havana, Florida

ATTEST:

\_\_\_\_\_  
Clerk of the Town of Havana and  
Clerk of the Town Council thereof

REQUEST TO APPROVE DEWBERRY  
ENGINEERING TASK ORDER TO ASSIST WITH  
DEPARTMENT OF OPPORTUNITY GRANT

## Memorandum

To: Havana Town Council

From: Tracy Smith

Re: Dewberry Engineering Task Order

We have received a \$75,000.00 Rural Infrastructure grant to create a downtown redevelopment plan. The grant will cover cost of stakeholder outreach, community workshops, design concepts, and engineering cost to create a plan to do revitalization projects in the downtown area.

Under the proposed task order, Dewberry Engineering will assist the town with the components within the grant.



March 22, 2022

Mr. Tracy Smith  
Interim Town Manager  
Town of Havana  
PO Box 1068  
Havana, FL 32333

**RE: Downtown Streetscape Preliminary Engineering Report – Havana, FL  
DEO Agreement No: D0189**

Dear Mr. Smith:

It is our understanding that the Town has received funding from the Florida Department of Economic Opportunity (DEO) Rural Infrastructure Fund Program (RIF) for the project development of the Downtown Havana streetscape improvements. Dewberry Engineers Inc. (DEI) is pleased to provide this Task Order to provide the required services to complete the proposed project. **Exhibit A** contains a detailed Scope of Work with a description of the proposed tasks and deliverables for this project. DEI proposes to provide these services for a total fee of **\$75,000.00**. The associated fees are consistent with the allowable fees outlined by DEO.

If you have any questions, please give me a call at 850.674.3300.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Ford", is written over a faint, illegible printed name.

Justin Ford, P.E.  
Associate Vice President

**EXHIBIT A**  
**DOWNTOWN STREETScape PER**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR TOWN OF HAVANA**  
**MARCH 2022**

This Task Order is for the purpose of Dewberry Engineers Inc. (DEI) as the ENGINEER to provide professional services for the Downtown Streetscaping PER project for the Town of Havana acting by and through its Council.

**DESCRIPTION OF ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

1. **RECOMMENDATION OF STREETScape, LANDSCAPE ARCHITECTURE, AND INFRASTRUCTURE IMPROVEMENTS**
  - A. Identify designs for locations that encourage the creation of Downtown gateways and promenades.
  - B. Identify building facade design recommendations that enhance and improve current Downtown curb appeal.
  - C. Identify landscape architectural improvements for greenscaping Downtown to be visually appealing and cost effective, with reasonable maintenance requirements.
  - D. Identify infrastructure improvements that include sidewalk, stormwater, street, and electrical enhancements.
  - E. Conduct Public Workshop to review and discuss identified improvements.  
**Proposed Fee: \$15,000.00**
  
2. **DRAFT PRELIMINARY ENGINEERING REPORT (PER) DESIGN AND LAYOUT FOR CONSTRUCTION OF DOWNTOWN IMPROVEMENTS**
  - A. Develop draft designs and specifications for Downtown improvements.
  - B. Conduct Public Workshops to review and discuss proposed draft designs and specifications for Downtown improvements.
  - C. Receive Town Council approval of proposed improvements as deliverable completion.  
**Proposed Fee: \$50,000.00**
  
3. **FINAL PER FOR DESIGN AND LAYOUT FOR CONSTRUCTION OF DOWNTOWN IMPROVEMENTS**
  - A. Complete the PER on all recommended Downtown improvements.
  - B. Provide estimated costs for the proposed improvements.
  - C. Present the final PER and cost estimates to the Town Council for approval and deliverable completion.  
**Proposed Fee: \$10,000.00**
  
4. **DELIVERABLES**
  - A. Copies of Public Notice advertisement, agenda, sign-in sheets and meeting minutes for all public workshops.
  - B. Copy of the draft PER with plans and cost estimates.
  - C. Copy of the Final PER with plans and cost estimates.
  
5. **PROFESSIONAL SERVICE FEES**

*DEI proposes to provide these services for a lump sum fee of: TOTAL: \$75,000.00*

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**DEWBERRY ENGINEERS, INC.**

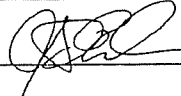
**TOWN OF HAVANA, FLORIDA**

20684 Central Ave. East, Suite 1

PO Box 1068

Blountstown, FL 32424

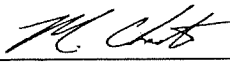
Havana, FL 32333

By: 

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

Name and Title: Justin Ford, P.E., Assoc. Vice Pres.

Name and Title: Tracy Smith, Interim Town Manager

Witnessed: 

Witnessed: \_\_\_\_\_

Date: 03/23/2022

Date: \_\_\_\_\_