



# City of Newberry

## City Commission Agenda Item

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<b>Meeting Date:</b>	January 28, 2019
<b>Title:</b>	Resolution 2019-05, Adopting Necessary Updates to Policies for the Community Development Block Grant Program
<b>Agenda Section:</b>	VII. H.
<b>Department:</b>	Grants Program
<b>Presented By:</b>	Wendy V. Kinser, AICP
<b>Recommended Action:</b>	Adopt Resolution 2019-05.

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### **Summary:**

As part of the Small Cities Community Development Block Grant (CDBG) Program, the City is required to establish necessary policies and procedures for implementation and administration of the Community Development Block Grant Program. Adopting Resolution 2019-05 provides updates to current policies and procedures for the FFY 2017 Community Development Block Grant, and for any subsequent Small Cities Community Development Block Grant Program that the City may seek.

- POLICY 1:** Community Development Block Grant (CDBG) Program Procurement Policy (including the Minority-Owned and Women-Owned Business Enterprise (M/WBE) Policy)
- POLICY 2:** Community Development Block Grant (CDBG) Anti-Displacement and Relocation Plan
- POLICY 3:** Community Development Block Grant (CDBG) Affirmative Action Plan
- POLICY 4:** Community Development Block Grant (CDBG) Citizen Participation Plan and Complaint Policy
- POLICY 5:** Community Development Block Grant (CDBG) Section 504/ADA Policy

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### **Attachments:**

- 1.) Resolution 2019-05 with attached Policies 1-5

RESOLUTION NO. 2019-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NEWBERRY, FLORIDA, ADOPTING THE NECESSARY POLICIES FOR THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Newberry, Florida, is experiencing a need to provide community improvements that benefit low and moderate-income residents of the City, and;

WHEREAS, the City of Newberry, Florida, has made application to the State of Florida's Small Cities Community Development Block Grant Program and has received notification of a funding award, and;

WHEREAS, the City of Newberry, Florida, is required to establish the necessary policies and procedures for implementation and administration of the Community Development Block Grant Program;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF NEWBERRY, FLORIDA:

SECTION 1: That the following policies be adopted as the City's applicable guiding policies and procedures for a FFY 2017 Community Development Block Grant and for any subsequent Small Cities Community Development Block Grant Program that the City may seek, so long as these policies remain consistent with the State and Federal Requirements of the CDBG program:

POLICY 1: Community Development Block Grant (CDBG) Program Procurement Policy (including the Minority-Owned and Women-Owned Business Enterprise (M/WBE) Policy)

POLICY 2: Community Development Block Grant (CDBG) Anti-Displacement and Relocation Plan

POLICY 3: Community Development Block Grant (CDBG) Affirmative Action Plan

POLICY 4: Community Development Block Grant (CDBG) CITIZEN Participation Plan and Complaint Policy

POLICY 5: Community Development Block Grant (CDBG) Section 504/ADA Policy

SECTION 2. That this Resolution shall take effect immediately upon its passage.

ADOPTED by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting this 28<sup>th</sup> day of January 2019.

BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:

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Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

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Judy S. Rice, City Clerk

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S. Scott Walker, City Attorney

Attachments: Newberry CDBG Program Policies 1-5

1. CDBG Procurement Policy
2. CDBG Anti-displacement and Relocation Plan
3. CDBG Affirmative Action Plan
4. CDBG Citizen Participation Plan.
5. CDBG Section 504/ADA Policy
- 6.

CITY OF NEWBERRY  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
PROCUREMENT POLICY

INCLUDING THE  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) POLICY

I. PURPOSE

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

II. APPLICATION OF POLICY

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

III. PURCHASING DIRECTOR

The CDBG City Clerk shall serve as the central purchasing officer (the "Purchasing Officer") of the City of Newberry for all contracts or agreements described in Section II.

IV. PURCHASING AND CONTRACT AWARD PROCEDURES

A. PURCHASING CATEGORIES; THRESHOLD AMOUNTS

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

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

B. SMALL PURCHASES

The purchase of commodities, equipment and services which cost less than the threshold authorized in Section IV-A-1 does not require solicitation of quotes or bids. Small purchases shall be authorized by the Purchasing Officer or his/her designees.

C. PURCHASING QUOTES

The purchase of goods and services which cost within the range authorized for purchasing quotes in Section IV-A-2 shall require competitive quotations from three or more vendors. The quotations shall be obtained by the Purchasing Division and shall be reviewed and awarded by the Purchasing Officer.

D. COMPETITIVE SEALED BIDDING

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

sealed bidding.

2. Invitation to Bid. Under Section 255.0525(2), F.S. and Rule 73C-23.00521 (2) (a), F.A.C., an invitation to bid for construction projects that are projected to cost more than \$200,000 shall be published in at least one daily newspaper of general circulation in Alachua County as well as a nearby federal Office of Management and Budget (OMB) designated metropolitan statistical area (MSA) at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. An invitation to bid for construction projects that are projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in Alachua County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference. Additionally, notice shall be sent to those vendors and contractors on the City's MBE/WBE solicitation list. Alternatively, the City may substitute the above notice with any solicitation procedure which generates at least three responsible and responsive bids or proposals which can be considered. However, if three responsible and responsive bids or proposals are not received, the procurement will be invalid. An Invitation to Bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the City for interpretations or corrections of any ambiguity, inconsistency or error which the vendor may discover. All interpretations or corrections will be issued as addenda. The City will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any City employee prior to the opening of proposals. Only those communications which are in writing from the City may be considered as a duly authorized expression on the behalf of the Commission. Also, only communications from firms or individuals which are in writing and signed will be recognized by the Commission as duly authorized expressions on behalf of proposers.
  - a) Alternate(s). Alternate bids will not be considered unless authorized by and defined in the Special Conditions of the bid specifications.
  - b) Approved Equivalents. The City reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the general conditions of the bid.
3. Public Notice. Public Notice shall be by publication in a newspaper of general circulation at least twelve (12) working days prior to bid opening or in accordance with D2 above as appropriate. Notice of the Invitation to Bid shall give date, time, and place set forth for the submittal of proposals and opening bids.
4. Bid Opening. Bids shall be opened publicly. The Purchasing Officer or his/her designee shall open bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and other such relevant information as may be deemed appropriate by the Purchasing Officer together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection.
5. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as; inspection, testing, quality, recycled or degradable material content, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this Policy.

6. Bid Agenda Item. After evaluation, the Purchasing Officer will prepare a recommendation and shall place the item on the agenda of the City Commission.
7. Correction or Withdrawal of Bids: Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bids mistakes, shall be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the office designated in the Invitation to Bid prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake, of non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in the bid price or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:
  - a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
  - b) the bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Officer.
8. Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.
9. Award. The contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. The City reserves the right to waive any informality in bids and to make an award in whole or in part when one or both conditions are in the best interest of the City of Newberry. Any requirement which is waived must be documented and kept in the file.
  - a) Notice of Intended Award. The contract shall be awarded by written notice. Every procurement of contractual services shall be evidenced by a written agreement. Notice of intended award, including rejection of some or all of bids received, may be given by posting the bid tabulations where the bids were opened, by telephone, by first class mail, or by certified United States mail, return receipt requested, whichever is specified in bid solicitation. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, self-addressed envelope for their records.
  - b) Notice of Right to Protest. All notices of decision or intended decisions shall contain the statement: "Failure to file a protest within the time prescribed in Section IV-H of the CDBG Purchasing Policy of the City of Newberry shall constitute a waiver of proceedings under that section of this Policy".
10. Cancellation of Invitations for Bids. An Invitation for bids or other solicitation may be canceled, or any or all bids may be rejected in whole or in part when it is in the best interests of the City, as determined by the Commission. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.
11. Disqualification of Vendors. For any specific bid, vendors may be disqualified by the Purchasing Director, Purchasing Officer, for the following reasons:
  - a) Failure to respond to bid invitation three consecutive times within the last eighteen (18) month period.
  - b) Failure to update the information on file including address, project or service, or business

description.

- c) Failure to perform according to contract provisions.
- d) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- e) Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- f) Clear and convincing evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- g) Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133 (3) (a).
- h) Other reasons deemed appropriate by the City.

#### E. COMPETITIVE SEALED PROPOSALS

All contracts for purchases of a single item or services or aggregate in excess of the established base amount for Competitive Sealed Bids/Proposals in Section IV, where qualifications, not price, is the basis for contract award, shall be awarded by competitive sealed proposals. All contracts for the procurement of professional architectural, engineering, landscape architectural, and land surveying services will be awarded according to the provisions of Section IV-E-1. All other contracts required to be awarded by competitive sealed proposals will be awarded according to the provisions of Section IV-E-2.

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

- a) Public Announcement. It is the policy of the City to publicly announce all requirements for professional architectural, engineering, landscape architectural, and land surveying services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices. In the procurement of such services, the City may require firms to submit a statement of qualifications, performance data and other related information for the performance of professional services.
  - (1) Scope of Project Requirements. Prior to submission of the request for proposals for professional services as an agenda item for approval by the Commission, the Purchasing Officer shall submit to the City written project requirements indicating the nature and scope of the professional services needed, including but not limited to the following;
    - (a) the general purpose of the services or study;
    - (b) the objectives of the study or services;
    - (c) estimated period of time needed for the services or the study;
    - (d) the estimated cost of the service or study;
    - (e) whether the proposed study or service would or would not duplicate any prior or existing study or services;
    - (f) list of current contracts or prior services or studies which are related to the proposed study or service; and
    - (g) the desired qualifications, listed in order of importance, of the person or firm applicable to the scope and nature of the services requested.
  - (2) Distribution of Project Requirements. The Purchasing Officer shall distribute the written project requirements as approved by the City Commission to all persons on the mailing list who have indicated an interest in being considered for the performance of such professional services and to any additional persons as the Purchasing Officer or using agency deems desirable. The written project requirements shall include a statement of the relative importance of each of the requirements. The project requirements shall be accompanied by an Invitation to

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

- (3) Modification Prohibition. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner except for correction of clerical errors or other similar minor irregularities as may be allowed by the Selection Committee prior to making its selection of those best qualified to be formally interviewed.
  - (4) Reuse of Existing Plans. There shall be no public notice requirements or utilization of the selection process as provided in this section for projects in which the City is able to reuse existing plans from a prior project. However, public notice of any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse.
- b) Selection Committee Membership and Evaluation. Depending on the expected complexity and expense of the professional services to be contracted, the City may determine whether a three member or five member selection committee will best serve the needs of the Commission. A determination may also be made whether shortlisting and/or interviews are necessary as part of the selection process.
- (1) Three Member Committee Composition. Membership of a three-member selection committee shall be appointed by the Mayor/Commission Chairman or his/her designee.
  - (2) Five Member Committee Composition. Membership of a five-member selection committee shall be appointed by the Mayor/Commission Chairman or his/her designee.
  - (3) Selection Committee Evaluation. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated. Only those respondents who are determined to be best qualified based upon the evaluation of written responses and selected for formal interview may submit additional data. From among those persons evidencing, by timely submission of written responses, an interest in performing the services the Selection Committee shall:
    - (a) prepare an alphabetical list of those persons determined by the Selection Committee to be qualified, interested and available; and
    - (b) designate no less than three persons on the alphabetical list considered by the Selection Committee to be best qualified to perform the work required.
  - (4) Shortlisting. The best qualified respondents shall be based upon the Selection Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed. If determined to be necessary, the Selection Committee may determine qualifications, interest and availability by reviewing the written responses that express an interest in performing the services, and by subsequently conducting formal interviews of no less than three selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determination may be based upon, but not limited to, the following considerations:
    - (a) competence, including technical educational and training, experience in the kind



of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, the relationship of construction costs estimates by the person to actual cost on previous projects;

- (b) current workload;
- (c) financial responsibilities;
- (d) ability to observe and advise whether plans and specifications are being compiled with, where applicable;
- (e) record of professional accomplishments;
- (f) proximity to the project involved, if applicable;
- (g) record of performance; and
- (h) ability to design an approach and work plan to meet the project requirements, where applicable.

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

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

d) Negotiation.

(1) The Purchasing Officer or the Negotiation Committee shall negotiate a contract with the firm considered to be the most qualified to provide the services at compensation and upon terms which the Purchasing Officer or the Negotiation Committee determines to be fair and reasonable to the City. In making this decision, the Purchasing Officer or the Negotiation Committee shall take into account the estimated value, the scope, the complexity, and the professional nature of the services to be rendered.

(2) As a part of the negotiation, the Purchasing Officer or the Negotiation Committee shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price. Should the Purchasing Officer or the Negotiations Committee be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm will be formally terminated. The Purchasing Officer or the Negotiation Committee shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer or the Negotiation Committee shall formally terminate negotiations, and then shall undertake negotiations with the third most qualified firm. Should the Purchasing Officer or the Negotiation Committee be unable to negotiate a satisfactory contract with any of the selected firms, the Selection Committee shall select additional firms in order of their competence and qualifications, and the Purchasing Officer or Negotiation Committee shall continue negotiations in accordance with this section until an agreement is reached or until a determination has been made not to contract for services.

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

a) Conditions for Use. All contracts required by Section IV-E to be awarded by competitive sealed proposals that are not for the procurement of professional architectural, engineering, landscape architectural, and land surveying services, will be awarded according to the provisions of this section.

b) Consultant's Competitive Negotiation Act. Professional services within the scope of the

practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined under the Consultant's Competitive Negotiation Act (Section 287.055, Florida Statutes), shall be secured under the provisions of Section IV-E-1.

- c) Commission Approval. Proposals anticipated to exceed the threshold established in Section IV-A-3 for Competitive sealed Proposals shall be approved by the City of Newberry prior to solicitation.
- d) Public Notice. Adequate public notice of the Request for Proposal shall be given in the same manner as provided in subsection IV-D-3 of this Policy for competitive sealed bidding. Notice shall also be sent to those vendors and contractors on the City's MBE/WBE solicitation list.
- e) Evaluation Factors. The Request for Proposals shall state the relative importance of criteria outlined in the scope of services, fee proposal, and other evaluation.
- f) Proposal Cancellation or Postponement. The Purchasing Officer may, prior to a proposal opening, elect to cancel or postpone the date and/or time for proposal opening or submission.
- g) Revisions and Discussions with Responsible Offerors. As provided in the Request for Proposals, and under regulations promulgated by the Commission of the City of Newberry, discussions may be conducted with responsible offerors who submit proposals determined to be qualified of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The Purchasing Officer shall prepare a written summary of the proposals and make written recommendation of award to the City Commission. As a part of the recommendation, the Purchasing Officer shall conduct a cost analysis, including evaluation of profit, based on a cost breakout by the firm of its proposed price.
- h) Award. Award shall be made by the City Commission to the lowest responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the City of Newberry, taking into consideration the evaluation factors set forth in the Request for Proposals.

#### F. SOLE SOURCE PURCHASES

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

#### G. COOPERATIVE PURCHASING

1. State Contracts. The Purchasing Officer is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts of the Department of General Services, subject otherwise to the requirements of this Policy.
2. Other Governmental Units. The Purchasing Officer shall have the authority to join other units of government in cooperative purchasing ventures when the best interest of the City would be served thereby, and the same is in accordance with this Policy and with the City, State and Federal Law.

## H. BID PROTEST

1. Right to Protest. Any actual prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of contract may protest to the City Commission. Protestors shall seek resolution of their complaints initially with the Purchasing Officer and secondly with the City Clerk prior to protesting to the City Commission.
2. Filing a Protest. Any person who is effected adversely by the decision or intended decision of the City shall file with the Purchasing Officer a notice of protest in writing within 72 hours after the posting of bid tabulation or after receipt of the notice of intended decision and file a formal written protest within 10 calendar days after he/she filed the notice of protest, Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this section. A written protest is filed with the City when it is delivered to and received in the office of the Purchasing Officer.
  - a) The notice of protest shall contain at a minimum: the name of the bidder; the bidders address and phone number; the name of the bidder's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest.
  - b) The formal written protest shall identify the protestant and the solicitation involved; include a plain, clear, statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestant deems applicable to such grounds; and specifically request the relief to which the protestant deems himself entitled by application of such authorities to such grounds.
  - c) The protestant shall mail a copy of the notice of protest and the formal written protest to any person with whom he/she is in dispute.
3. Settlement and Resolution. The Purchasing Officer shall, within 14 days of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position. Provided, however, if such settlement will have the effect of determining a substantial interest of another party or business, such settlement must be reached in the course of the proceedings provided herein.
4. Protest Proceedings. If the protest cannot be resolved by mutual agreement, the Purchasing Officer shall conduct or designate another to conduct a protest proceeding pursuant to the following procedures:
  - a) Protest Proceeding Procedures
    - (1) The presiding officer shall give reasonable notice to all substantially affected persons or businesses. Otherwise petitions to intervene will be considered on their merits as received.
    - (2) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, or affidavits, and arguments which he/she deems relevant to the issues raised.
    - (3) In the proceeding, the protestant, or his/her representative or counsel, may also make an oral presentation of his evidence and arguments. However, neither direct nor cross examination of witnesses shall be permitted, although the presiding officer may make whatever inquiries he/she deems pertinent to a determination of the protest.
    - (4) The judicial rules of evidence shall not apply and the presiding officer shall base his/her decision on such information given in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
    - (5) Within seven (7) working days of the conclusion of the proceeding, the presiding officer shall render a decision which sets forth the terms and conditions of any settlement reached. Such decision of the presiding officer shall be conclusive as to the recommendation to the City Commission.
    - (6) Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

- b) Intervener. The participation of interveners shall be governed by the terms of the order issued in response to a petition to intervene.
  - c) Time Limits. The time limits in which protests must be filed as provided herein may be altered by specific provisions in invitation for bids or request for proposal.
  - d) Entitlement to Costs. In no case will the protesting bidder or offeror be entitled to any costs incurred with the solicitation, including bid preparation costs and attorney's fees.
5. Stay of Procurement During Protests. In the event of a timely protest under Subsection A of this section, the Purchasing Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Commission makes a determination that the award of a contract without delay is necessary to protect the substantial interest of the City.

I. **CONTRACT CLAIMS**

- 1. Authority of the Purchasing Officer to Settle Bid Protests and Contract Claims. The Purchasing Officer is authorized to settle any protest regarding the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, prior to an appeal to the City Commission or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of \$1,000.00 or greater in value without prior approval of the City Commission.
- 2. Decision of the Purchasing Officer. All claims by a contractor against the City relating to a contract, except bid protests, shall be submitted in writing to the Purchasing Officer for a decision. The contractor may request a conference with the Purchasing Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- 3. Notice to the Contractor of the Purchasing Officer's Decision. The decision of the Purchasing Officer shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of his appeal rights under Subsection D of this section.
- 4. Finality of the Purchasing Officer Decision: Contractor's Right to Appeal. The Purchasing Officer's decision shall be final and conclusive unless, within 10 calendar days from the date of receipt of the decision, the contractor files a notice of appeal with the City Commission.
- 5. Failure to Render Timely Decision. If the Purchasing Officer does not issue a written decision regarding any contract controversy within fourteen calendar days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.

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

- 1. Prior to Bid Opening or Closing Date for Receipt of Proposals. If prior to the bid opening or the closing date for receipt of proposals, the Purchasing Officer after consultation with the City Attorney, determines that solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- 2. Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award contract, the Purchasing Officer after consultation with the City Attorney, determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- 3. After Award. If, after award, the Purchasing Officer after consultation with the City Attorney, determine that a solicitation or award of a contract was in violation of applicable law or ordinance, then;
  - a) if the person awarded the contract has not acted fraudulently or in bad faith:
    - (1) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the City; or

- (2) the contract may be terminated and the person awarded the contract shall be compensated for actual costs reasonably incurred under the contract plus a reasonable profit, but excluding attorney's fees, prior to termination; or
- (3) if the person awarded the contract has acted fraudulently or in bad faith the contract may be declared null and void or voidable, if such action is in the best interest of the City.

## V. CONTRACT ADMINISTRATION

### A. CONTRACT PROVISIONS

1. Standard Contract Clauses and Their Modification.
  - a) The City after consultation with the City Attorney, may establish standard contract clauses for use in City contracts.
  - b) However, the Purchasing Officer may, upon consultation with the City Attorney, vary any such standard contract clauses for any particular contract.
2. Contract Clauses. All City contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing Officer after consultation with the City Attorney, may propose provisions appropriate for supply, service, or construction contracts, addressing among others the following subjects:
  - a) the unilateral right of the City to order, in writing, changes in the work within the scope of the contract;
  - b) the unilateral right of the City to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  - c) variations occurring between estimated quantities or work in contract and actual quantities;
  - d) defective pricing;
  - e) time of performance and liquidated damages;
  - f) specified excuses for delay or nonperformance;
  - g) termination of the contract for default;
  - h) termination of the contract in whole or in part for the convenience of the City;
  - i) suspension of work on a construction project ordered by the City;
  - j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract
    - (1) when the contract is negotiated;
    - (2) when the contractor provides the site or design; or
    - (3) when the parties have otherwise agreed with respect to the risk of differing site conditions;
  - k) value engineering proposals;
  - l) remedies;
  - m) access to records/retention records;
  - n) environmental compliance; and
  - o) prohibition against contingency fees;
  - p) insurance to be provided by contractor covering employee property damage, liability and other claims, with requirements of certificates of insurance and cancellation clauses;
  - q) bonding requirements as set by the City Commission;
  - r) causes of and authorization for suspension of contract for improper contractor activity.

### B. PRICE ADJUSTMENTS

1. Method of Price Adjustment. Adjustments in price during the term of a contract shall be computed in one or more of the following ways upon approval by the City:
  - a) by agreement on a fixed price adjustment before adjustment before commencement of

- the pertinent performance or as soon thereafter as practicable;
    - b) by unit prices specified in the correct or subsequently agreed upon;
    - c) by costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon by the City;
    - d) in such other manner as the contracting parties may mutually agree; or
    - e) in the absence of agreement by the parties, by a unilateral determination by the City of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the City, subject to the provisions of this section.
  - 2. Costs or Pricing Data Required. A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of this section.
- C. CHANGE ORDERS/CONTRACT AMENDMENTS
  - 1. Change orders and contract amendments, which provide for the alteration of the provisions of a contract, may be approved by an appropriate person based upon the dollar value of the change or amendment.
  - 2. The purchasing categories thresholds designated in Section IV-A shall govern the appropriate level of approval.
- D. ASSIGNMENTS OF CONTRACTS
 

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

The City may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performances of any contract awarded, or to be awarded, by the City. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving the City.
- VI. RIGHTS OF CITY COMMISSION
  - A. Nothing in this Policy shall be deemed to abrogate, annual, or limit the right of the Commission, in the best interests of the City, to reject all bids received in response to a request, to determine in its sole discretion the responsiveness and responsibility of any bidder, to approve and authorize or to enter into any contract it deems necessary and desirable for the public welfare, or to vary the requirements of the Policy in any instance when desirable for the public good. Any actions taken by the City Commission will not violate federal code, state statutes or program requirements.
- VII. CITY PROCUREMENT RECORDS
  - A. Contract File. All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the City in a contract file.
  - B. Retention of Procurement Records. All procurement records shall be retained and disposed of by the City in accordance with records retention guidelines and schedules established by the State of Florida and Federal Guidelines. For CDBG related activities that retention period is six years.
- VIII. SPECIFICATIONS
  - A. MAXIMUM PRACTICABLE COMPETITION
    - 1. All specifications shall be drafted to promote overall economy and encourage competition in satisfying the City needs and shall not be unduly restrictive.
    - 2. This Policy applies to all specifications including, but not limited to, those prepared for the

City by architects, engineers, designers, and draftsmen.

B. USE OF BRAND NAME OR EQUIVALENT SPECIFICATIONS

1. Use. Brand name or equivalent specifications may be used when the City determines that:
  - a) no other design, performance, or qualified product list is available;
  - b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
  - c) the nature of the product or the nature of the City requirements makes use of a brand name equivalent specifications suitable for the procurement; or
  - d) use of brand name or equivalent specification is in the City's best interest.
2. Designation of Several Brand Names. Brand name or equivalent specifications shall seek to designate three or as many different brands as are practicable, as products to those designated may be considered for award.
3. Required Characteristics. The brand name or equivalent specifications shall include a description of the particular design, functional, or performance characteristics required.
4. Nonrestrictive Use of Brand Name or Equivalent Specifications. Where a brand name or equivalent specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.
5. Determination of Equivalents. Any prospective bidder may apply, in writing, for a pre-bid determination of equivalence by the Purchasing Director. If sufficient information is provided by the prospective bidder, the Purchasing Director may determine, in writing and prior to the bid opening time, that the proposed product would be equivalent to the brand name used in the solicitation.
6. Specifications of Equivalents Required for Bid Submittal. Vendors proposing equivalent products must include in their bid submittal the manufacturer's specifications for those products. Brand names and model numbers are used for identification and reference purposes only.

C. BRAND NAME SPECIFICATIONS

1. Use of Brand Name Specifications. Since the use of a brand name specification is restrictive of product competition, it may be used only when the Purchasing Director makes a determination that only the identified brand name item will satisfy the City needs.
2. Competition. The Purchasing Director shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section IV-F, Sole Source Purchases.

IX. ETHICS IN PUBLIC CONTRACTING

- A. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of the State Criminal Code they shall be punishable as provided therein. Such penalties shall in addition to civil sanctions set forth in this part.
- B. Employee Conflict Of Interest.
  1. Participation. It shall be unethical for any City employee, officer, or agent to participate directly or indirectly in a procurement or administration of a contract. A conflict of interest would arise when:
    - a) the City employee, officer or agent;
    - b) any member of his immediate family;
    - c) his or her partner; or
    - d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The officers, employees or agents will

- neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
2. Blind Trust. A City employee, officer or agent or any member of his family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.
- C. Contemporaneous Employment Prohibited.
1. It shall be unethical for any City employee who is participating directly or indirectly in the procurement process to become or to be, while such a City employee, the employee of any person contracting with the City of Newberry.
- D. Use Of Confidential Information.
1. It shall be unethical for any employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- E. Gratuities And Kickbacks.
1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any City employee, officer, or agent to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with the decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.
  2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
  3. Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall conspicuously set forth in every contract and solicitation therefore.
- F. Sanctions.
1. Employee Sanctions. Upon violation of the ethical standards by an employee, officer or agent of the City, or other appropriate authority may:
    - a) impose one or more appropriate disciplinary actions as defined in the City Personnel Rules and Regulations, up to and including termination of employment; and
    - b) may request investigations and prosecution.
  2. Non-employee Sanctions. The Commission may impose any one or more of the following sanctions on a non-employee for violation of the ethical standards:
    - a) written warnings;
    - b) termination of contracts; or
    - c) debarment or suspension from the Bid List as provided in Section XV.
- G. Recovery of Value Transferred or Received In Breach of Ethical Standards.
1. General Provisions. The value of anything being transferred or received in breach of the ethical standards of this Policy by a City employee or non-employee may be recovered from both the City employee and non-employee.
  2. Recovery of Kickbacks by the City of Newberry. Upon a showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable thereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such a kickback. Recovery from one offending party shall not preclude recovery from other offending parties.



X. FEDERAL POLICY NOTICE

- A. Patents. If a contract involving research and development, experimental, or demonstration work is being funded in whole or in part by assistance from a federal agency, then the contract shall include the following provisions:
1. Notice To Contractor. The contract shall give notice to the contractor of the applicable grantor agency requirements and regulations concerning reporting of, and rights to, any discovery or inventions arising out of the contract.
  2. Notice By Contractor. The contract shall require the contractor to include a similar provision in all subcontracts involving research and development, experimental, or demonstration work.
- B. Notice of Federal Public Policy Requirements.
1. Applicability. If the contract is being funded in whole or in part by assistance from any federal agency, the contract is subject to one or more federal public policy requirements such as:
    - a) equal employment opportunity;
    - b) affirmative action;
    - c) fair labor standards;
    - d) energy conservation;
    - e) environmental protection; or
    - f) other similar socio-economic programs.
  2. Notice. The Purchasing Director shall include in the contract all appropriate provisions giving the contractor notice of these requirements. Where applicable, the Purchasing Director shall include in the contract provisions the requirement that the contractor give similar notice to all of its subcontractors.

XI. PAYMENT TO VENDORS

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

XII. MINORITY BUSINESS ENTERPRISE PARTICIPATION PROGRAM

- A. Purpose and Scope. The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the City Commission. This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Department and Divisions under the jurisdiction of the City Commission are responsible for implementing this program.
- B. Policy Statement.
1. It is the policy goal of the City that two percent (2%) of the Commission approved procurement as contained with both operating and capital improvement budgets (exclusive of in-house services and construction) shall be identified and let through the competitive bid process to minority and women businesses and persons. The program is based on an in-depth evaluation of all actual as well as projected procurement (capital improvement projects, equipment, commodities and services) and on the market place. Procurement identified to establish a base for this program is not limited to those items only. This evaluation is the main factor in building a realistic program with attainable targets.
  2. All department and divisions under the jurisdiction of the City Commission are responsible for implementing this program and for making every reasonable effort to utilize MBE's and WBE's when opportunities are available. The Purchasing Officer will take the lead role in this process by taking active steps to encourage minority or women-owned businesses.

3. Regarding the implementation of this Policy, it is the Commission's intent to foster economic development in the City's area by establishing its MBE goals based on availability of minority and women-owned businesses located within the City. This is no way intended to limit or restrict competition. Rather, availability of area companies will be used to guide MBE goals. Such geographical preferences may be adjusted, amended or repealed by the City Commission, with or without a public hearing, as deemed necessary.
- C. Definition. Minority Business Enterprise (MBE) as used herein, means a business that is owned and controlled at least 51% by one or more minority persons (MBE) or by one or more women (WBE) and whose management and daily operations are controlled by one or more such persons.
- D. Administrative Responsibilities. The Purchasing Officer is responsible for the coordination of the Minority Business Enterprise Program and registration.
  1. Capital Improvement Projects.
    - a) Review.

The Purchasing Officer and an appropriate department representative shall review each proposed project or bid to determine potential for utilization of MBE/WBEs and report their finds to the City Commission. This review is based on known availability of capable MBE/WBEs in the area in relation to the scope of the bid package and considers how a project might be broken down into sub-bids.
    - b) Pre-Bid Activity.
      - (1) Language regarding the Minority Business Enterprise Program will be inserted into bid specifications to assure that prospective bidders are aware of a requirement to make good faith efforts to utilize MBE/WBEs.
      - (2) Registered MBE/WBEs, the Minority Contractors Association and other organizations for minority and women owned businesses will be notified in writing regarding pre-bid conferences where information on project scope and specifications will be presented, along with other types of technical assistance.
      - (3) Upon request available plans and specification will be provided to MBEI/WBE associations along with any special instructions on how to pursue bids.
      - (4) Majority (prime) contractors on a bid list will be sent a letter outlining the Minority Business Enterprise Program procedures, the supportive documentation required for submittal with their bid, and a list of MBE/WBE contractors on the bid list.
      - (5) Prior to award the Prime Contractor must provide documentation on attempts to solicit participation from MBE/WBE firms.
      - (6) The Prime Contractor attempts to utilize MBE/WBE firms during the project must be documented as part of the Prime's contract award responsibilities under this program. Documentation to include but not limited to requests for bids, bids received and justification for not utilizing MBE/WBE firms when bid amounts received are comparable.

Failure to keep these commitments will be deemed noncompliance with the contract and may result in a breach of contract.
2. Contractor Responsibilities.
  - a) Contractors must indicate all MBE/WBEs contacted for quotes regarding a particular scope of work and submit a completed "Intent to Perform" sheet containing information and documentation obtained from each MBE/WBEs.
  - b) A contractor who determines that an MBE/WBEs, named in the bid submittal, is unavailable or cannot perform, will request approval from the Purchasing Officer to name an acceptable alternate. Such requests will be approved when adequate documentation of cause for the change is presented by the contractor.

- c) A contractor's MBE/WBE plan will utilize MBE/WBEs to perform commercially useful functions in the work bid. A MBE/WBE is performing a commercially useful function when it is responsible for the management and performance of a distinct element of the total work.
  - d) Contractors are required to make good faith efforts to obtain MBE/WBE participation when so stipulated by bid specifications and/or contracts. If these efforts are unsuccessful, the contractor will submit a non-availability or refusal to participate and will request waiver of MBE/WBE participation.
  - e) The contractor who is the successful bidder will attend pre-construction conferences with appropriate City representatives to review the project scope and the MBE/WBE utilization plan.
  - f) The contractor who is the successful bidder must request a change order for any modification to the MBE/WBE plan. Change orders require Commission approval and are contingent on contractor documentation of MBE/WBE involvement in the change requested and documentation of cause for these changes.
3. MBE/WBE Contractor Responsibilities.
- a) MBE/WBEs must register with the Purchasing Officer in order to participate in the Minority Business Enterprise Program.
  - b) MBE/WBEs should attend pre-construction conferences to obtain information and technical assistance on project end bid procedures in which they (MBE/WBEs) have submitted bids.
4. Joint Venture Responsibilities.
- a) All joint ventures between minority and non-minority contractors must meet the "joint venture" definition included in the policy.
  - b) The use by MBE/WBEs or prime contractors of "minority fronts" or other fraudulent practices which subvert the true meaning and spirit of the Minority Business Enterprise Program will not be tolerated and may result in termination of participation.
  - c) A joint venture consisting of minority and non-minority business enterprise will be credited with MBE/WBE participation on the basis of the percentage of the dollar amount of the work to be performed by the MBE/WBEs.
  - d) Contracts subject to this Policy shall contain provisions stating that liquidated damages may be assessed against the general contractor and/or the MBE/WBE firm for violations of this Policy on MBE/WBE specifications in the contract(s). Such liquidated damage provisions shall be in a form approved by the Commission.
- E. Fulfilling MBE/WBE Participation Requirements.  
 For the purpose of this Policy, a general contractor may utilize the services of a MBE/WBE subcontractor, manufacturer, and/or supplier in estimating and satisfying the scope of work, provided that written contract/agreement is executed between the general contractor and the subcontractor, manufacturer, and/or the supplier.

### XIII. PAYMENT

- A. Payment will be expedited by the Commission within thirty (30) days upon completion and acceptance of the project. Special consideration may be given to hardship cases upon notification by MBE/WBEs.
- B. The City will provide work progress payments to all businesses at the completion and subsequent acceptance by Commission representative within various stages of a particular project.

### XIV. WAIVER OF BID BOND REQUIREMENTS

The Commission may at its discretion, waive any of the requirements of this Section when it is determined

to be in the best interest of the City as long as such action does not violate Federal code, State law, Rule 73C-23 or program requirements.

**XV. BID LIST**

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

- A. The City staff may remove firms from the bid list for any of the following reasons:
  - 1. consistent failure to respond to bid invitations (three (3) consecutive instances) within the last eighteen month period; or
  - 2. failure to update the information on file including address, product or service description or business description.
- B. The Commission may remove firms from the bid list for the following reasons:
  - 1. failure to perform according to contract provisions;
  - 2. conviction in a court of law of any criminal offense in connection with the conduct of business;
  - 3. clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals or the awarding of contracts;
  - 4. clear and convincing evidence that a vendor has attempted to give a Commission employee, officer or agent a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity;
  - 5. violation of circumvention of the Minority Business Enterprise Program; or
  - 6. other reasons deemed appropriate by the City Commission.
- C. This Policy is consistent with the City Purchasing Policy. However, if a conflict is determined to exist, the provisions in this Policy will prevail.

**XVI. REPORTING**

- A. The Purchasing Officer or appropriate person will report, at least annually, to the Commission on the status of the Minority Business Enterprise Program.
- B. Records will be maintained reflecting participation of local minority and women owned businesses and shall be reported.

**XVII. SEVERABILITY CLAUSE**

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

**ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting, this 28th day of January, 2019.**

**BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:**

\_\_\_\_\_  
Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

\_\_\_\_\_  
Judy S. Rice, City Clerk

\_\_\_\_\_  
S. Scott Walker, City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
ANTI-DISPLACEMENT AND RELOCATION PLAN  
FOR THE  
CITY OF NEWBERRY, FLORIDA**

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## **I. Displacement Avoidance Policy**

The City of Newberry is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. The City will also provide information to and keep citizens involved in the process regarding pending land use changes, zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner, which avoids displacement of households or businesses.

However, “voluntary” relocation (temporary or permanent) may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displacee. Voluntary relocation may also occur when a property owner voluntarily offers his home or business property for sale to the City. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the City and/or its representative. 24 C.F.R. Part 570 is a governing document on displacement and is incorporated by reference. 49 C.F.R. Part 24 provides Uniform Relocation Act information and is incorporated by reference.

## **II. Definitions of “Standard” and “Non-Standard Suitable for Rehabilitation” Dwelling Unit Condition**

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

### **A. Standard Condition**

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

1. A safe electrical wiring system adequate for lighting and other normal electrical devices.
2. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall, all in good working order and properly connected.
3. An appropriate, sanitary and approved source of hot and cold potable water.
4. An appropriate, sanitary and approved sewage drainage system.
5. A fully usable sink in the kitchen, attached to a potable water source.
6. Adequate space and service connections for a stove and a refrigerator.
7. An unobstructed egress to a safe, open area at ground level.
8. A heating system capable of sustaining a healthful temperature.



9. No barriers, which would preclude ingress or egress if the occupant is handicapped.
10. All requirements of the Section 8 Housing Quality Standards.
11. No violations of the lead-based paint requirements of 24 C.F.R. Part 35.
12. All the requirements of the local existing Housing Code.

Failure to meet any of these criteria automatically causes a dwelling to not be considered “standard.”

**B. Substandard Condition Suitable for Rehabilitation**

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, does not comply with the adopted existing housing code, has minor defects which require a certain amount of correction but can still provide safe and adequate shelter, does not meet the HUD Section 8 Housing Quality Standards, or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

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

This criteria is arbitrary, however, and the City Council may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case-by-case basis by vote of the Council. Each deviation so approved must be thoroughly documented.

**III. Permanent, Involuntary Displacement**

The City will provide reasonable relocation assistance to persons (families, individuals, businesses and nonprofit organizations) displaced (moved permanently and involuntarily) as a result of the use of CDBG/federal assistance to acquire or substantially rehabilitate property. Assistance to displaced persons may include: a) Payment for actual moving and relocation expenses documented by receipts and/or vouchers from service providers and utility companies. The documents shall be submitted prior to the disbursement of payment; b) Advisory services necessary to help in relocating; and c) Financial assistance sufficient to enable the displaced person to lease and occupy a suitable, decent safe and sanitary replacement dwelling where the cost of rent and utilities does not exceed 30 percent of the household gross income of a family earning 80 percent of the median income for the jurisdiction.

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

The City will replace all occupied and vacant habitable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance. All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the City.

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

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

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

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

The City will provide relocation assistance, as described in 24 C.F.R. Part 570, to each low/moderate-income household involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG/federally assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
2. Advisory services.
3. Reimbursement for reasonable and necessary security deposits and credit checks.
4. Interim living costs.
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing

an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

C. Provisions for Non-Residential Relocation

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

1. Actual moving and reasonable re-establishment expenses not less than \$1,000 nor more than \$20,000 equal to a pro rata share for the period of interruption of operations of the annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging that fact will be required.

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

- A. Persons occupying housing which is to be rehabilitated using CDBG/federal funds must voluntarily agree to inclusion in the program and shall temporarily vacate the housing at the direction of the City (or its designed agency) in order to facilitate the safe, timely and economical rehabilitation process.
- B. A moving allowance of \$300 will be provided each family unit so displaced. This allowance will be provided in two payments of \$150 each on move out and move back in.
- C. The City may provide a safe, decent and sanitary housing unit for use as temporary relocation housing for beneficiaries who have no other options for temporary housing, if such housing unit may be available. A temporary displacement allowance of up to \$500 per household may be issued to homeowners who cannot find temporary lodging with relatives/friends. The purpose of this allowance is to pay for temporary housing and associated costs.
- D. A storage allowance of up to \$125 per month for each month displaced as noted in the "Contract for Rehabilitation Work" will be provided each family unit. This allowance may be paid in one lump sum at the time a Notice to Proceed on the rehabilitation work is issued. Should displacement exceed the time stated in the Contract, it will be the homeowner's responsibility to request an additional storage allowance of \$125 per month.

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

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

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

- A. It is not the local government's policy to displace families in rental units. Participating landlords will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause the permanent displacement of LMI families.
- B. If it becomes necessary for an owner to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owners will assure that the tenant is offered a decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant a decent, safe, sanitary and affordable unit and the tenant has declined the offer.
- C. Should temporary displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap, or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.
- D. The appropriate Housing Authority for the City of Newberry shall provide federal preference to any qualified LMI family subject to relocation. Where Section 8 Housing vouchers are available, such preference will apply.
- E. Where required, compensation to obtain replacement housing shall not exceed a \$200 per month threshold. Should such projected compensation to the tenant exceed this threshold, consideration shall be given to not performing the demolition rehabilitation, which would cause the displacement.

## **VII. Displacement of Homeowners**

When rehabilitation of the dwelling is not feasible or cost effective, demolition of a house with CDBG/federal funds may be considered only as a voluntary action by the homeowner.

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

## **VIII. Appeals/Counseling**

- A. If a claim for assistance is denied by the City, the claimant may appeal, where applicable to either the State of Florida or U.S. Department of Housing and Urban Development, and their decision shall be final unless a court determines the decision was arbitrary and capricious.
- B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the City or its designated agency to permanently ensure that:

1. No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
2. Displaces receive information concerning the full range of housing opportunities within the local housing market.

**ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting, this 28th day of January, 2019.**

**BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:**

---

Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

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Judy S. Rice, City Clerk

---

S. Scott Walker, City Attorney

**CITY OF NEWBERRY**

**AFFIRMATIVE ACTION PLAN AND SECTION 3 PROVISIONS**

The City of Newberry, Florida, is committed to eliminating discrimination because of race, color, religion, sex, handicap, familial status or national origin and will comply with Section 3 (Use of Small and Disadvantaged Businesses and Hiring Lower Income Residents of the Project Area), Equal Employment Opportunity Act of 1978 (In-House Equal Employment Opportunity), Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity on Federal Assisted Construction Contracts), and Executive Order 11625 (Minority Entrepreneurship).

Notice of the policy will be placed in plain sight on the job location for the benefit of interested parties and all contractors and sub-contractors so notified. All Equal Opportunity Posters will be displayed as required.

**Responsibility**

The City Manager for the City of Newberry, Florida with offices located at 25440 W. Newberry Road, Newberry, Florida 32669 has been appointed as Equal Opportunity Officer to coordinate the City's efforts to advise and assist key personnel and staff, to officially serve as focal point for complaints, and to submit required reports as needed.

**In-House Program Under Section 3**

At present, there are 84 persons employed by the City, and of those employed, 36 % reside within the corporate limits, while 64 % reside outside the corporate limits. As vacancies occur and/or new positions are created, the City will make every effort to maintain at least the present percentage level of employees working for the City and residing within the corporate limits.

- A. Projected Vacancies and Training: The City anticipates an annual employee turn-over of 10%, or 1 employee. As turn-over occurs, every effort will be made to upgrade employees from lower classification positions. A registry will be maintained to screen all applicants and, to the greatest extent feasible, to fill vacancies with qualified lower income residents.

The City will encourage all of the unskilled employees to better themselves through training programs administered by any approved training program. Upon completion of said training program, the City will make every effort to upgrade the employee with regards to job classification and responsibilities.

- B. The City has 14 minority employee(s), or 17% minority employment. Women make up 31 % of the work force, or 26 employee(s). As positions become available through termination and attrition, the City will make every effort to increase both its employment of minorities and women.

Percentage goals established by the City are as follows:

Less than ten (10) employees: +/- 2% of the census percentage

More than ten (10) employees: +/- 1% of the census percentage

All personnel actions of the City shall be made on a non-discriminatory basis without regard to race, color, religion, sex or national origin.

**Contracting and Sub-Contracting Provisions  
Including Solicitation of MBE/WBE Subcontractors**

In that the City of Newberry will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U.S. Department of Housing and Urban Development, the City desires to enhance the opportunities for small and minority businesses and local businesses to participate in Community Development Block Grants with the City.

To accomplish this objective, the City Commission of Newberry, Florida, establishes and implements the following steps to facilitate the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts on Community Development Block Grant federally funded projects:

1. To utilize the news media, State Office of Supplier Diversity list of small, women owned or minority business concerns, local advertising services, citizens advisory boards, regional planning Commissions, listings by federal agencies, and other appropriate sources to identify small, women owned and minority business concerns for possible involvement with the City Community Development Block Grant federally funded contracts.
2. To maintain and update the listing of small, women owned and minority business concerns and notify them of Community Development Block Grant federally funded contracting opportunities with the City.
3. To maintain records (copies of memoranda, general correspondence, etc.) to document that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function as the equal opportunity officer to coordinate the implementation of the Affirmative Action Plan with operators of Community Development Block Grant federally funded City administered projects and programs.

Prior to execution for any Community Development Block Grant federally funded contract that utilizes subcontractors, the prime contractor shall document efforts to obtain participation from Minority and Women-Owned Business Enterprises (MBE/WBE). Specifically, prior to execution of a contract with the prime contractor, the contractor must be able to document contacting MBE/WBE firms and why none were used, such as: quote was higher than non- MBE/WBE firm, MBE/WBE firm did not respond, or responded that they were too busy to work on project. Further, if any additional subcontractors are brought on the project following contract execution, the prime contractor shall provide documentation showing efforts to obtain MBE/WBE participation.

**Provisions for Section 3**

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

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the City and contracts for work in connection with the project be awarded to

business concerns which are located in, or owned in substantial part by persons residing in the City corporate limits.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulation issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

The City will use the HUD Business Registry as far as possible to fill subcontracting needs. The City shall also seek out businesses within the City limits and inform them of their need to be on the HUD Business Registry.

- 1. The City shall inform each contractor of the affirmative action requirements and ensure compliance.
  - 2. The City will submit all required reports on time and will ensure that all contractors and subcontractors submit required reports as needed.
  - 3. The prime contractor will assume responsibility for submission of both the prime contract and sub-contract Affirmative Action Plans.
- \* The subcontractors' Affirmative Action Plan should be reviewed for adequacy by the prime contractor and evidenced in writing prior to submitting for approval.
  - \* The prime contractor and subcontractor shall set forth a method for the review of workforce needs, goals and recruitment methods.
  - \* Workforce recruitment methods shall be in compliance with the goals of the Section 3 clause regarding Equal Opportunity and notice of this policy will be placed in plain view on the job location for the benefit of all interested parties.



- \* The prime contractor will specify all subcontractors indicating anticipated dollar amounts and set forth goals and objectives, and where feasible award subcontracts to small and disadvantaged businesses from the City, the prime contractor and subcontractor will to the maximum extent feasible notify qualified businesses of the City of all pending contracts and/or subcontracts.
- \* The prime contractor and subcontractors shall determine the approximate manpower needs on the basis of crafts needed for the completion of various projects and through special outreach efforts make these needs known to public and private recruitment services and to the maximum extent feasible use lower income residents as trainees and workers (if qualified) to complete various projects.
- \* All personnel actions on the part of the prime contractor and subcontractor shall be made on a nondiscriminatory basis without regard to race, color, religion, sex or national origin. Racial mix of the total workforce will, to the extent possible, reflect the racial mix of the City.

**Lower Income Clarification**

A family who resides in the City and whose income does not exceed 80% of the median family income for the City is considered by the State to be a lower income family. The median family income for the City to be used in determining whether a household is low income shall be the most recent Department of Housing and Urban Development (HUD) Section 8 income limits that determine eligibility for assisted housing programs.

**ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting, this 28th day of January, 2019.**

**BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:**

\_\_\_\_\_  
Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

\_\_\_\_\_  
Judy S. Rice, City Clerk

\_\_\_\_\_  
S. Scott Walker, City Attorney

**CITY OF NEWBERRY  
CITIZEN PARTICIPATION PLAN**

In order to provide citizens with information concerning the Community Development Block Grant (CDBG) program, the City of Newberry will take the following actions:

- a. Make available to the public, in a reasonable and timely manner, information concerning the amounts of funds available for various activities and the range of activities that may be undertaken.
- b. Provide citizens with adequate notice of public hearings, which are to be held at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. If a significant number of non-English speaking residents could reasonably be expected to attend a public hearing, an interpreter will be provided for the language expected to be represented.
- c. If any party representing low to moderate income persons requests assistance for developing a proposal for the CDBG, the governing body shall determine the eligibility of the proposed activity. If such activity is eligible for funding, the party's ideas will be discussed at the First Public Hearing in the CDBG application or amendment stage. Information available from the state regarding the application process will be provided to interested parties.
- d. Hold at least one Public Hearing to obtain the views of citizens on community development needs.
- e. A citizen advisory task force shall be established; composed of five (5) citizens of the jurisdiction; to provide input relative to all phases of the project process. Residents of low- and moderate-income neighborhoods shall be included in this task force. The task force members will be appointed by the governing body before the Second Public Hearing on the project. Members may be reappointed as a standing committee.

The task force will meet at its discretion and will offer recommendations, as it deems appropriate.

- f. Develop and publish a summary of the proposed application that will provide citizens with an opportunity to examine its contents and submit their comments.
- g. Consider any comments and views expressed by citizens on the proposed application and, if appropriate, modify the proposed application.
- h. Hold at least one Public Hearing to obtain the views of citizens on the final application prior to its submission to the department.
- i. Hold at least one Public Meeting during the grant implementation process to review the program performance. This may be combined with the Public Hearing on amendments, if any such hearings are required.

The following **Complaint/Grievance Procedure** will be followed for the CDBG program:

- a. Complaints or grievances may be filed by local citizens, property or business owners, or their representatives, on the basis of their belief that the CDBG program design or implementation is inappropriate or illegal based upon such factors as environmental considerations or civil rights.
- b. Complaints shall be issued in writing to the chief elected official within 30 days of the perceived problem and delivered or mailed to the official address of the local government.
- c. The local government shall investigate the complaint/grievance and respond in writing within 15 days, although conclusion of the matter may take more than 15 days.
- d. The investigation may be performed by local officials, staff, consultants, the citizen advisory task force, or others as determined appropriate by the local government.
- e. If the party filing the complaint or grievance is not satisfied with the response, they may appeal to the Florida Department of Economic Opportunity.
- f. Nothing in this policy shall prohibit a person from filing a complaint with HUD or any regulatory agency or court. Housing discrimination complaints may be filed directly by calling the discrimination hotlines.

HUD: 1-800-424-8590

State: 1-800-342-8170

**ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting, this 28th day of January, 2019.**

**BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:**

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Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

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Judy S. Rice, City Clerk

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S. Scott Walker, City Attorney

**CITY OF NEWBERRY  
SECTION 504 COMPLIANCE POLICY:  
EVALUATION PLAN,  
TRANSITION PLAN,  
AND GRIEVANCE/COMPLAINT PROCEDURES  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAMS AND PROJECTS**

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1. GENERAL POLICY

A. APPLICABILITY

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

B. SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the U.S. Department of Housing and Urban Development (HUD) grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

C. DEFINITIONS

1. "Accessible," when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps.
2. "Accessible," when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps.
3. "Accessible route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.
4. "Adaptability" means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.
5. "Auxiliary aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e., readers, Braille materials, audio recordings, telephone communication devices for deaf persons (TDD's), interpreters, etc.).
6. "Individual with handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.
7. "Qualified individual with handicaps" means:
  - (a) with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and

(b) with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the City of Newberry can demonstrate would result in a fundamental alteration in its nature; or

(c) with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

8. "Undue hardship" means financial or administrative burdens, which would be imposed on the operation of the City of Newberry's program. Factors to be considered include:

(a) the overall size of the City of Newberry's program with respect to number of employees, number and type of facilities, and size of budget;

(b) the type of the City of Newberry's operation, including the composition and structure of the workforce; and

(c) the nature and cost of the accommodation needed.

## II. COMMUNICATIONS

### A. AUXILIARY AIDS

The City of Newberry shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The City is not required to provide individually prescribed devices or other devices of a personal nature. Where the City communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf persons (TDD's) shall be used. The telephone number to utilize the TDD is (800) 955-8770. This is a statewide Telecommunications Relay Service. The Relay Service provides 24-hour telephone access staffed by specially trained Communications Assistants using special telecommunications equipment. The City of Newberry shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead



for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls City offices prior to the event and communicates to an employee the particular problem, which he or she has, assistance will be provided accordingly. However, Section 504 does not require the City to take any action that the City can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

**III. EMPLOYMENT**

**A. GENERAL PROHIBITIONS**

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

**B. REASONABLE ACCOMMODATION**

The City of Newberry shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the City can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The City may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

**C. EMPLOYMENT CRITERIA**

The City of Newberry will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of an applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The City may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because the City of Newberry's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. NON-HOUSING FACILITIES

New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps. The City shall operate each non-housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety is readily accessible to and usable by individuals with handicaps.

1. Methods

The City of Newberry may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The City is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Historic Preservation Programs or Activities

In meeting Section 504 requirements in historic preservation programs or activities, the City of Newberry shall give priority to methods that provide physical access to individuals with handicaps.

However, in cases where a physical alteration to an historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reasons for noncompliance shall be completely documented,

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate the City of Newberry for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the City for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the City for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

The City of Newberry shall, as expeditiously as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504;
2. modify any policies and practices that do not meet the requirements of Section 504; and
3. take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts with Section 504. The responsible person designated is the City Manager and can be reached at telephone number (352) 495-2880.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and unions and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs. The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph C above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of notices or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population likely to be affected directly by a federally assisted program who have visual or

hearing impairments are provided with the information necessary to understand and participate in the program.

**C. GRIEVANCE PROCEDURES**

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing the person identified as Coordinator on page 8 of this policy. The grievance must be filed within thirty days of the alleged discriminatory act and must give the following:

1. name and address of the complainant;
2. name and address of the alleged offending party;
3. specific details, in a near chronological order, of the events leading to the alleged action;
4. the alleged discrimination;
5. names, addresses and phone numbers of any witnesses or other persons having knowledge of the circumstances; and
6. any other relevant information.

The Coordinator will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within twenty days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The Citizens Advisory Task Force (CATF) will be called into session to advise the Coordinator and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document, which establishes their existence. Records of proceedings will be maintained and forwarded to the elected body. The CATF may call both parties together in an attempt to reach an amicable solution. The Coordinator will act as the intermediary between the CATF and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The City's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expand further on grievance/complaints which have exhausted local capability.

**D. COMPLIANCE INFORMATION**

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

**E. DISCRIMINATION COMPLAINTS/GRIEVANCES**

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with HUD's Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410. The written complaint must be filed within

180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

**F. COMPLAINT/GRIEVANCE RESOLUTION**

HUD's civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgement of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. HUD officials then attempt to resolve the complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be affected by the suspension or termination of, or refusal to grant or continue Federal financial assistance.

This last measure is the end result of a process, which goes through many channels: (1) the recipient is notified of its failure to comply, (2) a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing, (3) the Secretary of HUD approves the action, and (4) thirty days expire after the Secretary has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved.

Intimidatory or retaliatory act by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimination against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

**ADOPTED, by an affirmative vote of a majority of a quorum present of the City Commission of the City of Newberry, Florida, at a regular meeting, this 28th day of January, 2019.**

**BY THE MAYOR OF THE CITY OF NEWBERRY, FLORIDA:**

\_\_\_\_\_  
Honorable Jordan Marlowe, Mayor

Attest By the Clerk of the  
City Commission of the City Of  
Newberry, Florida:

Approved as To Form and Legality:

\_\_\_\_\_  
Judy S. Rice, City Clerk

\_\_\_\_\_  
S. Scott Walker, City Attorney



CITY OF NEWBERRY  
SECTION 504 COMPLIANCE POLICY  
EVALUATION PLAN  
ATTACHMENT A:  
SELF-EVALUATION PLAN

FACILITY NAME AND LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. Parking:**

- (a) handicapped designated parking spaces provided
- (b) spaces closest to accessible entrance and on accessible route
- (c) spaces minimum of 96" in width
- (d) access aisle adjacent to parking space and minimum of 60" in width
- (e) slope of space and access aisle is maximum of 1:50
- (f) spaces marked with universal access codes

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Accessible Route:**

- (a) unobstructed path
- (b) minimum width of 36"
- (c) minimum passing space of 60" at 200' intervals
- (d) minimum head room of 80"
- (e) surface texture of firm, stable, non-slip material
- (f) slope not to exceed 1:20
- (g) if slope exceeds .5", install ramp (see Section 5)
- (h) gratings of maximum .5" width in direction of route

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Outside Paths and Walks:**

- (a) minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.

Notes: \_\_\_\_\_  
\_\_\_\_\_

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**4. Curb Ramps:**

- (a) provided where an accessible route crosses a curb
- (b) maximum slope of 1:12
- (c) minimum width of 36"
- (d) firm, stable, non-slip surface
- (e) maximum slope of flared sides of 1: 10 if no hand or guard rails provided

Notes:

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**5. Ramps:**

- (a) provided on any part of an accessible route with a slope exceeding 1:20
- (b) maximum slope of 1:12
- (c) maximum cross slope of 1:50
- (d) firm, stable, non-slip surface
- (e) 30" to 34" high handrails extending 1' beyond top and bottom of ramp provided if ramp rise exceeds 6" and run exceeds 72"
- (f) edge protection to prevent slipping off ramps
- (g) level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp

Notes:

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**6. Building Entrance:**

- (a) minimum of one principle entrance
- (b) on an accessible route
- (c) level entry or sloped with a 32" non-revolving door
- (d) minimum of 32" width
- (e) entryway clear of obstacles
- (f) hardware maximum height of 48", and push/pull type or lever operated
- (g) maximum of 8.5 lbf exterior hinged door, 5 lbf interior hinged, sliding or folding
- (h) maximum of .5" height with leveled edge and maximum slope of 1:2

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7. Elevators:**

- (a) minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps
- (b) self-leveling with reopening devices
- (c) doors remain open for 3 seconds
- (d) minimum side opening of 51" x 58" and minimum front opening of 51" x 80"
- (e) centered maximum of 42" from floor and light
- (f) control panel maximum of 48" from floor with buttons minimum of 3/4" and marked with raised characters

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Lifts:**

- (a) may be used in lieu of elevator
- (b) minimum of 30" x 48"
- (c) control panel maximum of 48" front approach and 54" parallel approach
- (d) one hand operable

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Toilets:**

- (a) on accessible route
- (b) entrance door minimum of 32" with lever handle or push/pull type hardware
- (c) door closer 5 lbf maximum effort to open
- (d) unobstructed space
- (e) doors on stalls minimum of 32" and stalls minimum of 36"
- (f) grab bars 33-36" high at back and side of commode, 1.25-1.5" diameter and 1.5" clear of wall
- (g) commode seat 17-19" height
- (h) toilet paper dispenser 19" minimum above floor

- (i) lavatory maximum 34" height, drain and hot water pipes insulated and minimum 29" clearance below apron
- (j) mirror bottom 40" maximum above floor
- (k) urinal basin opening maximum 17" from floor
- (l) towel dispenser and disposal unit height 40" maximum above floor
- (m) faucet handles extended

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Drinking Fountains:**

- (a) 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible
- (b) on an accessible route
- (c) spout mounted 36" above floor
- (d) controls must be operable with one hand without grasping or twisting
- (e) wall mounted bottom of apron to floor 27" minimum; built in 30" x 48" minimum in front of fountain

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. Warning Signals:**

- (a) If warning systems are provided, both visual and audible should be provided
- (b) signals must be perceptible above prevailing sounds
- (c) signals must be visual--flashing exit signs

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Meeting Rooms and Conference Areas:**

- (a) are all rooms handicapped accessible?
- (b) minimum of three wheelchair locations in lieu of seats
- (c) wheelchair locations must be on an accessible route
- (d) wheelchair locations forward access must be a minimum of 48" long x 33" wide and side access must be a minimum of 60" long x 33" wide

- (e) performing areas must be on an accessible route
- (f) listening systems must be audio looped and radio frequency acceptable

Notes: \_\_\_\_\_  
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\_\_\_\_\_

**13. Public Telephones:**

- (a) minimum of one per floor if phones are installed
- (b) on an accessible route with clear floor space 30" x 48"
- (c) highest operable control 48" for front approach and 54" for parallel approach
- (d) control must be push buttons
- (e) at least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing-impaired

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Definition: Handicapped means wheelchair bound, mobility impaired, hearing impaired, deaf, and/or blind.

**Evaluation Conducted (Provide at Least One Name and Signature of Evaluator(s):**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Signature**

**ATTACHMENT B  
SELF EVALUATION/TRANSITION PLAN PREPARATION PARTICIPATING PARTIES  
FOR  
SECTION 504 COMPLIANCE**

The below listed individuals, bodies, organization, firms, or individuals have participated in the preparation of the Transition Plan based on results obtained from analysis of the completed Self Evaluation Plan for each public facility.

Review of each facility's deficiencies identified in the Self-Evaluation format was conducted with goals established for correction to the maximum extent of the City's capability. Factors considered in assigning implementation timeframes include, but are not limited to, the number of known handicapped individuals currently residing in the jurisdiction, an assessment of potential for future residence of handicapped individuals, age and material condition of the facility, intended use of the facility, potential for future use by handicapped persons, type of changes necessary to achieve compliance, estimated cost of achieving compliance, resource availability of the City to fund compliance changes, techniques available to obtain funding if not available, time frame estimates and/or projections based on current need and funding or on projected need and funding and any other unique non-quantifiable factors which may enter the decision process.

It is herein emphasized that the goal of attaining full compliance has been set and has been the guiding criteria of the participants listed.

Participating Parties:

Members of the City Commission  
Mayor

**ATTACHMENT C**  
**TRANSITION PLAN**  
**FOR**  
**SECTION 504 COMPLIANCE**

Facility Name and Location: \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			

**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			



**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			

**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			

**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			

**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			

**Facility Name and Location:** \_\_\_\_\_

	<b>Modifications Needed</b>	<b>Currently in Compliance? Yes or No</b>	<b>Target Date for Compliance</b>
Parking			
Accessible Route			
Outside Paths & Walks			
Curb Ramps			
Ramps			
Building Entrance			
Elevators			
Lifts			
Toilets			
Drinking Fountains			
Warning Signals			
Meeting Rooms and Conference Areas			
Public Telephones			