

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
JUDICIAL ANNEX BUILDING  
218 PARSHLEY STREET SOUTHWEST  
LIVE OAK, FLORIDA 32064**

**TENTATIVE AGENDA FOR APRIL 18, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium regarding each item they wish to speak on.
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

**APPROVAL OF MINUTES:**

1. April 4, 2023 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of a supplemental agreement with Madden Media for additional services. Budget impact: to be paid from Economic Development.
4. Approval of Task Order with North Florida Professional Services in the amount of \$312,400.00 for engineering services associated with the Catalyst Industrial Park master plan study. Budget impact: \$75,000 to be funded from grant, pending approval, remaining balance to be funded from Board's Professional Services line.
5. Approval of Supplemental Agreement No. 1 with the Florida Department of Transportation for an extension of time regarding the design of the resurfacing of 76<sup>th</sup> Street from US90 to River Road and adoption of enabling Resolution.
6. Approval of Agreement with the Florida Department of Transportation for the design of widening/resurfacing existing lanes of CR49 from CR252 to US90 and adoption of enabling Resolution.
7. Approval of Storage Tank Liability Warranty Renewal with Terrorism Act Premium.

8. Approval of 2023-2026 Suwannee County SHIP Local Housing Assistance Plan (LHAP) and the Sub-Recipient Agreement.
9. Approval of appointments to the Suwannee County Development Authority Board.
10. Authorization for the Chairman and County Administrator to negotiate with the highest-ranked firm for County Attorney.
11. Authorization to advertise Request for Proposals for CDBG Housing Grant Administration.
12. Issuance of Certificate of Public Convenience and Necessity (COPCN) to AmeriPro EMS for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney review.
13. Issuance of Certificate of Public Convenience and Necessity (COPCN) to Legacy of North Florida, Inc. for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney review.
14. Issuance of Certificate of Public Convenience and Necessity (COPCN) to Liberty Ambulance Service for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney review.

#### **TIME-SPECIFIC ITEMS:**

15. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold the first of two public hearings** to consider LDR 23-02, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting Section 4.14.5 (A) (2) Special Exceptions travel trailer parks or campgrounds and adding section 4.14.5 (B) (3) RV parks or campgrounds (4) other uses that may be compatible with the district as a Special Permit in the Commercial Highway Interchange zoning district. Deleting section 4.4.5 (A) (7) Special Exceptions travel trailer parks or campgrounds and adding 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit. Changing the title of section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such. (Ronald Meeks, Development Services Director)
16. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit for Temporary Use Request No. SPTU-23-03-01 by American Promotional Events DBA TNT Fireworks, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a Fireworks Tent Sale, to be held starting June 26, 2023, through July 5, 2023, on property zoned Commercial Intensive (CI). (Ronald Meeks, Development Services Director)

#### **STAFF ITEMS:**

#### **COMMISSIONERS ITEMS:**

## **COUNTY ATTORNEY ITEMS:**

### **GENERAL BUSINESS:**

17. Discuss, with possible Board action, offers on surplus property located on 74<sup>th</sup> Street, Parcel ID 17-02S-12E-09961-004002. (Greg Scott, County Administrator)
18. **Additional Agenda Items.** The Chairman calls for additional items.
19. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
20. Administrator's comments and information.
21. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Keith Gentry, County Finance Director; Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:31 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the March 21, 2023 Regular Board meeting.

**Commissioner Perkins moved to approve the minutes of the March 21, 2023 Regular Board meeting. Commissioner Land seconded, and the motion carried unanimously.**

**CONSENT:**

Item five was pulled for discussion.

**The second item on the agenda** was to approve payment of \$4,462,841.30 in processed invoices.

**The third item on the agenda** was approval of a Trail License Agreement with Duke Energy Florida, LLC for the Suwannee River Greenway SunTrail project (FDOT #442872-1) and authorize staff to execute all necessary documents. **(Agreement No. 2023-46)**

**The fourth item on the agenda** was approval of and authorization for the County Administrator to execute a Lease Agreement and Repurchase Agreement with RDK, Inc. for the current Mack front-



loading garbage truck for Solid Waste Department, pending County Attorney review – budgeted item.

**(Agreement No. 2023-47 and 2023-48)**

**The fifth item on the agenda** was approval of Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to the design and construction of a new hangar at the Suwannee County Airport, adoption of an enabling resolution, and authorize staff to execute all related documents.

This item was pulled for discussion.

**The sixth item on the agenda** was approval of an agreement with WSP USA Environmental and Infrastructure, Inc. in the amount of \$26,974.08 for installing two additional monitoring wells and continuing sampling associated with petroleum cleanup, pending County Attorney review. Budget impact: to be paid from the professional services line. **(Agreement No. 2023-49)**

**Commissioner Land moved to approve consent items 2-4 and 6. Commissioner Hale seconded, and the motion carried unanimously.**

**The fifth item on the agenda** was approval of Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to the design and construction of a new hangar at the Suwannee County Airport, adoption of an enabling resolution, and authorize staff to execute all related documents.

County Attorney Prevatt noted an error in the resolution that needed to be fixed.

**Commissioner Land moved to approve Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to the design and construction of a new hangar at the Suwannee County Airport, adoption of an enabling resolution with changes, and authorize staff to execute all related documents. Commissioner Hale seconded, and the motion carried unanimously. (Agreement No. 2022-15-01 and Resolution No. 2023-15)**

**TIME-SPECIFIC ITEMS:**

**The seventh item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter can be heard, to hold a public hearing to approve final year-end budget amendments for fiscal year 2021-22 (and related resolution).

Finance Director Gentry discussed the two budget amendments regarding lease reimbursements from the State Attorney's Office for \$10,328 and the water and sewer grants for \$1,608,478.

Chairman White opened the floor to public comments. There being none, he closed the floor to public comments.

**Commissioner Hale moved to approve the final year-end budget amendments for fiscal year 2021-22 (and related resolution). Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2023-16)**

**PROCLAMATIONS AND PRESENTATIONS:**

**The eighth item on the agenda** was to declare April 2023 "National Healthcare Decisions Month".

Chairman White read the proclamation into the record.

Amanda Butler, 125 SW Calaway Street, Lake City, with Haven Hospice, briefly discussed advanced care planning with Haven Hospice.

The Board paused for pictures.

**Commissioner Hale moved to approve a resolution declaring April 2023 as "National Healthcare Decisions Month". Commissioner Mobley seconded, and the motion carried unanimously. (Resolution No. 2023-17)**

**The ninth item on the agenda** was to hear a presentation regarding a Home Rule Community Resolution/Ordinance by Moses Clepper, representative of the American Patriots.

Moses Clepper, 14581 102<sup>nd</sup> Path, discussed a proposed resolution to show Board support in opposing laws that inhibited or infringed upon civil liberties and various other issues.

Chairman White read the proposed resolution submitted by Mr. Clepper for the record and stated that the County Attorney would need to review the resolution.

Mr. Clepper further discussed infringement of civil liberties and the suggested resolution.

**STAFF ITEMS:**

Chairman White asked Economic Development Director Jimmy Norris to speak.

Director Norris updated the Board on various events and projects around the County, including a recent meeting with Binderholz representatives, paving of Palm Street Road and upcoming ribbon cutting for businesses on that street, Rural County Day, a new tourism video shooting over the next few weeks, a new brochure rack in the Busy Bee, and a Duke Energy event regarding retail economic development.

Much discussion ensued on the beneficial information and data from the Duke Energy meeting.

Director Norris noted that the Dollar General in Branford ranked number three out of the over 800 Dollar Generals in the State of Florida.

Discussion again ensued on helpful economic development case studies provided by Duke Energy.

Greg Bailey, 1450 SW SR 47, Lake City, with North Florida Professional Services, introduced Ryan Asmus who was replacing the retired Jimmy Pittman. Mr. Asmus had worked for the Florida Department of Transportation for 25 years and whose knowledge would be beneficial to the company and the County.

Mr. Asmus introduced himself and noted he was looking forward to working with the County.

Mr. Bailey gave brief updates on various County projects, including US 129 Fire Station plans, concerns with the joint use driveway at the site and possible alternatives to the shared driveway, CDBG-CV building plans that were currently under staff review and removal of the EOC from the building plans,

utility expansions recently sent to FDOT for clearance approval to begin service, 80 Terrace and 139<sup>th</sup> Drive paving, 153<sup>rd</sup> Road right-of-way acquisition and other permits needed, updates on the 76<sup>th</sup> Street paving project, the Greenway Trail, and Catalyst Site water main extension.

Much discussion ensued on updates for various County projects.

County Administrator Scott thanked Mr. Asmus for his support and help with County projects.

Donny Glover, Branford Mayor, asked for an update on paving of two Branford roads (Wideman and Carter). Mr. Asmus updated the Board on the road progress and utility adjustments.

#### **COMMISSIONERS ITEMS:**

Commissioner Hale discussed a letter of agreement from Crime Stoppers of Suwannee County that had a deadline before the next meeting. He noted it was a three-year agreement that would designate Crime Stoppers of Suwannee County as the County Crime Stoppers Office Member program.

**Commissioner Land moved to approve the Crime Stoppers of Suwannee County agreement (after review by the County Attorney). Commissioner Hale seconded, and the motion carried unanimously. (Agreement No. 2023-50)**

#### **COUNTY ATTORNEY ITEMS:**

County Attorney Prevatt discussed a lawsuit filed by Fidel Tallet and his wife asking for relief to prohibit Kent Grayson and his wife from blocking 172<sup>nd</sup> Place, which was a public road. He asked the Board for their direction regarding the lawsuit, whether they wished to take no action and let the Tallets proceed with filing for injunctive relief, or if the County wanted to file a crossclaim against the Graysons since the road was public and deeded to the County in the 1980s. County Attorney Prevatt further discussed the two options available to the Board. He explained there were many deeded roads around the County and it would be beneficial to take a more active role in the matter to prevent the issue from occurring again.

Discussion ensued on filing a crossclaim against the defendant, direction from the Board on how to proceed, and the road in question and portion deeded to the County. It was noted that although the County was not obligated to maintain the road (unless previously done), the road was still a public road.

Much discussion ensued on what would be required should the County take a more active role in the situation, seeking injunctive relief, why the Sheriff's Office could not simply remove the material blocking the road, and the process of filing a crossclaim.

**The Board felt the County needed to take a more active role in the matter and directed County Attorney Prevatt to submit a crossclaim against the defendant.**

**GENERAL BUSINESS:**

**The tenth item on the agenda** was to discuss, with possible Board action, discontinuing Non-Emergency Inter-Facility Transport Service.

Public Safety Director Eddie Hand discussed the non-emergency transfer service and how it had become a burden over the last few years. He recommended discontinuing the transfer service.

Discussion ensued on a time frame and the process of ending the transport service, that other companies would fulfill the non-emergency transport role, ambulances that would be freed up as a result of ending the service, and the overall impact to the Fire-Rescue budget.

Direct Hand noted that although there would be loss of revenue from the transport service, the expenses of ambulance repairs and maintenance would decrease, so they would stay within budget. He felt that after waiting a few years for the budget to balance out, overall, it would have a positive impact, since the costs of vehicle repairs would be greatly reduced.

Discussion ensued on ending the non-emergency transfer service and how to proceed with adopting a time frame when the service would end.

**The Board agreed by consensus for Director Hand to begin discussing with hospitals and other affected entities the end of non-emergency medical transport and an estimate as to when they could have other companies hired to fill the need, in order to have a definite time frame for when the transfer service from the County would end.**

**The eleventh item on the agenda** was Additional Agenda Items.

There were none.

**The twelfth item on the agenda** was public concerns and comments.

Fred Martin, 15850 141<sup>st</sup> Road, McAlpin, asked if anything had been done since the prior meeting regarding the issue of drug use in the northern part of town. Chairman White answered that he had not had time to address the matter with the Sheriff's Office.

Sheriff Deputy Buddy Williams discussed with Mr. Martin the location of the drug use and that they could send the Drug Task Force to check out the issue.

Discussion ensued on the matter.

Deputy Williams shared the upcoming Autism Awareness Month event occurring next Monday.

Betty Lawrence, Director of Libraries, discussed a new library program for special needs children, noting her department had received a grant to help fund the program.

Keith Brotters, 201 Ranchera Street NW, Live Oak, asked the Board to consider declaring the time period from Mother's Day to Father's Day as "Proclamation of the Family".

**The thirteenth item on the agenda** was Administrator's comments and information.

County Administrator Scott reminded the Board of nominations for Development Authority member positions that needed to be submitted by the next meeting and also recommended that the Commissioners revisit the current appointees to see if they wished to remain. In relation to a question from the previous meeting, he noted that paving was a 60% higher cost than chip sealing. County

Administrator Scott also discussed a beaver infestation issue, working with the Game and Fish Department to deal with the beavers, and some repair work to roads damaged by beaver boring. He also stated that there would be a stockpile of used equipment to be approved as surplus at the next meeting, as several newer vehicles had been received and disbursed.

**The fourteenth item on the agenda** was Board Members' inquiries, requests, and comments.

Commissioner Perkins discussed infrastructure and thanked County Administrator Scott for all the work he had done since taking over the County Administrator position. He also asked that June 19<sup>th</sup> be added to the County's holiday schedule.

Commissioner Mobley asked for prayers for Dana Thompson and family.

Commissioner Land discussed a Heritage Parks and Gardens luncheon and wished everyone a Happy Easter.

Commissioner Hale thanked Charissa Setzer, Economic Development/TDC, for her work, and mentioned an Easter show at Westwood Baptist Church.

Chairman White reminded everyone of the Catfish Festival this upcoming weekend and wished everyone a Happy Easter.

**Commissioner Perkins moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 7:06 p.m.

ATTEST:

\_\_\_\_\_, DC  
BARRY A. BAKER  
CLERK OF THE CIRCUIT COURT

\_\_\_\_\_  
FRANKLIN WHITE, CHAIRMAN  
SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

## **Agenda Item No. 2**

Approval of payment of processed invoices.



**SUWANNEE COUNTY**

**Administration**

**Executive Summary**

Objective: Approve the supplemental agreement with Madden Media.

Considerations: We need to upgrade the overall county image and presence in the marketplace (general county branding).

Budget Impact: To be paid from Economic Development

Recommendation: Authorize staff to sign the supplemental agreement with Madden Media for enhanced marketing.

Respectfully submitted,

Dated: April 10, 2023

Jimmy Norris,  
Economic Development Director



# MADDEN

CONNECT PEOPLE TO PLACES

31 N 6th Ave.  
 Suite 105-157  
 Tucson, AZ 85701  
 Office: 520.322.0895  
 mmcontracts@maddenmedia.com

Contract Number 00007322  
 Expiration Date 7/31/2023

Account Name Suwannee County Economic Development Office  
 Contact Name Jimmy Norris  
 Email jimmy@suwcountyfl.gov

Bill To Account Suwannee County Economic Development Office  
 Bill To Account Address 220 Pine Avenue SW Live Oak, FL 32064

Product	Sales Price	Quantity	Total Price
"Account Service	USD 1,350.00	1.00	USD 1,350.00
Creative & Production	USD8,100.00	1.00	USD 8,100.00

Description Services Included:  
 Project Planning and Project Management  
 Creative Direction and Management  
 Research Hours  
 Design Hours

Subtotal USO 9,450.00  
 Grand Total USO 9,450.00

Final Asset Delivery:  
 Suwannee County Concept Guide  
 Concept in multiple file formats •an assets created will be owned by Suwannee County for use at its sole discretion

Terms & Conditions

[Madden Media Standard Terms & Conditions for Digital Marketing Services](https://maddenmedia.com/mm_digital_terms)  
 https://maddenmedia.com/mm\_digital\_terms

[Madden Media Standard Terms & Conditions for Print Production and Advertising Services](https://maddenmedia.com/mm_print_terms)  
 https://maddenmedia.com/mm\_print\_terms

[Madden Media Standard Terms & Conditions for Professional Services](https://maddenmedia.com/mm_prof_services_terms)  
 https://maddenmedia.com/mm\_prof\_services\_terms

[Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services](https://maddenmedia.com/mm_voyage_terms)  
 https://maddenmedia.com/mm\_voyage\_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

**ADDENDUM ONE (1) TO**  
**STANDARD TERMS AND CONDITIONS**  
**FOR DIGITAL AND PRINT MARKETING SERVICES**

Suwannee County, a political subdivision of the State of Florida (the "County" or "Advertiser") through its Economic Development office and Madden Media (the "MM" or "Publisher ") are entering into certain contract document (s) designated Addendum 1 to Quote 7332 and the accompanying Standard Terms and Conditions for Digital Marketing and Print Production and Advertising Services (collectively the "Contract") for the provision of marketing and advertising services for the Suwannee County Economic Development office and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and MM agree to the following Addendum to said Contract as follows:

1. Any provision of the Contract to the contrary notwithstanding, Florida law shall apply herein and in the interpretation and enforcement of the Contract without regard to Florida's choice of law rules and the County does not waive the County's home venue privilege as provided by Florida law. Accordingly, the venue for any action on the contract shall be the court of appropriate jurisdiction in Suwannee County, Florida. Any provision of the Contract to the contrary notwithstanding, County does not consent to submission to arbitration, binding or otherwise, for resolution of any claim under the contract.
2. Under Florida law, except in very limited circumstances, the County cannot indemnify a private entity. See, Florida Attorney General Opinions 2000-22 (2000); 93-34 (1993) Should the Contract provide for the County to indemnify the Lessor, notwithstanding such provision, the County shall only be bound to such provision to extent allowable under Florida law and all risk that such indemnity provision is unenforceable is on MM.
3. Under Florida law, the County cannot be required to pay interest or penalties for late payments except as set out in the Local Government Prompt Payment Act in Part VII, Ch. 218.70 et seq. , Florida Statutes.
4. Any provision of the Contract to the contrary notwithstanding, the County shall have no obligation to make payments under the Contract in any fiscal year in which the County's Board of County Commissioners has failed to appropriate funds for the Contract in the County's budget in accordance with the County's statutory budget process. In the event that funds are not appropriated for the Contract, then the Contract shall terminate as of September 30 of the last fiscal year for which funds were appropriated. The County shall notify the Lessor in writing of any such non-appropriation of funds at the earliest practical date.
5. Any provision of the Contract to the contrary notwithstanding, the parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to the Contract. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall survive the termination of the Contract.

6. Any provision of the Contract to the contrary notwithstanding, all content produced for this campaign will be owned by the County.
7. At the end of the initial contract period, the parties may extend the agreement upon mutually agreed terms for periods of one year, said period coinciding with the fiscal year of the County, October 1 through September 30.
8. The existence of this addendum shall be referenced in the documents making up the Contract as well as other documents approving and authorizing execution of the Contract. However, the failure to make any such reference(s) shall not affect the enforceability of this addendum.

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As the County's authorized representative

Date

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As MM's authorized representative

Date

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of North Florida Professional Services (NFPS) task order to complete the Catalyst Industrial Park (CIP) master plan study for a cost of \$312,400.

#### **Considerations:**

- The Economic Development department is pursuing several business opportunities requiring infrastructure services in the County CIP and surrounding area
- The infrastructure related services for the overlapping opportunities presses the need to implement the services in support of finalizing the business development prospects
- No master planning effort has been completed for the CIP that manages the growth, expansion or addition of new infrastructure services
- Proposed NFPS task order will produce a master plan study for potable water, wastewater, gas transmission and transportation elements of the CIP

#### **Budget Impact:**

- A Community Planning Technical Assistance (CPTA) grant application has been submitted to DEO for \$75,000 to offset master planning costs
- The remaining balance of \$237,400 will be billed to the Board's professional services line (\$75,000 + 237,400 = \$312,400)

#### **Recommendation:**

- Approval of task order with North Florida Professional Services (NFPS) to complete the Catalyst Industrial Park master plan study for a cost of \$312,400.
- Execution/signoff of the task order document by the BCC Chairman

Respectfully submitted,

Greg Scott,

County Administrator



# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



PHONE (386) 752-4675  
FAX (386) 752-4674



www.nfps.net

## TASK ORDER FOR ENGINEERING SERVICES CATALYST INDUSTRIAL PARK MASTER PLAN STUDY

This Agreement made this \_\_\_\_\_ day of April 2023, by and between Suwannee County, FL, herein referred to as COUNTY, and North Florida Professional Services, Inc., herein referred to as CONSULTANT:

The COUNTY requires professional engineering services to conduct a Master Plan Study for the potable water and wastewater, gas transmission and transportation elements of the Catalyst Industrial Park (CIP), herein referred to as the PROJECT.

CONSULTANT intends to provide professional engineering services as outlined in the proposed Scope of Services per the attached Exhibit A.

CONSULTANT agrees to provide these services for a total lump-sum fee of Three Hundred Twelve Thousand Four Hundred Dollars and No Cents (\$312,400.00).

This Task Order constitutes a Project Agreement for the PROJECT. CONSULTANT shall perform the Scope of Services as described herein for the development of planning-level master plan reports and related services.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
BY: Franklin White  
Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

  
\_\_\_\_\_  
BY: Gregory G. Bailey, PE  
President



## Exhibit A CIP Master Plan Study

### PROJECT DESCRIPTION

Suwannee County (COUNTY) desires to develop a Utility Master Plan study for its Catalyst Industrial Park (CIP). The study will develop planning-level engineering reports for the proposed potable water and wastewater utilities, gas transmission, and the rail and roadway transportation elements to serve the CIP project area.

The attached Figure 1 is a schematic of the CIP Service Area, as delineated by the COUNTY, along with included and surrounding parcel boundaries. It is anticipated that:

1. The COUNTY's existing water treatment plant (WTP) with wells, storage and distribution systems will be expanded in phases to provide potable water service to the CIP properties.
2. The proposed COUNTY's wastewater treatment plant (WWTP) with collection and disposal systems will be constructed in phases to provide central wastewater service to the same properties.
3. The proposed County's natural gas element with a gate station and transmission lines will be constructed in phases to provide gas service to the CIP properties.
4. The rail and roadway transportation element with paved roadway improvements and access roads will be constructed in phases to provide rail and paved access to the CIP properties.

The CIP Master Plan study will generally involve population, use and demand projections for the project area, GIS-based hydraulic modeling, evaluation of system alternatives, construction cost estimates and recommendations for all elements. The study will generate four deliverable products: a Potable Water Master Plan (PWMP) report, a Wastewater Master Plan (WWMP) report, a Natural Gas Master Plan (NGMP) report and a Rail and Roadway Transportation Master Plan (RTMP) report.

### SCOPE OF SERVICES

The proposed engineering services by North Florida Professional Services, Inc. (CONSULTANT) generally include the following tasks for each element, with more detailed descriptions provided below:

- Task 1 – Existing System Assessment
- Task 2 – Population and Demand Projections
- Task 3 – GIS Database and Models
- Task 4 – System Alternatives and Costs
- Task 5 – Master Plan Reports
- Task 6 – Funding Assistance

#### **Task 1 – Existing System Assessment**

CONSULTANT shall conduct desk and field research to assess existing parcel development and existing infrastructure, where applicable, within the project service area. This assessment will contribute to database and model development as well as to identification of needed improvements.

#### **Task 2 – Population and Demand Projections**





CONSULTANT shall obtain current parcel data, census data, WTP operating data and other input from the COUNTY regarding existing and anticipated growth and demand patterns within the CIP service area. It is anticipated that the projections will be developed based on short-term (5-year), medium-term (10-year) and long-term (20-year) time frames.

Levels of service and design standards for all elements will be based upon the COUNTY's current governing documents, Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH), Florida Department of Transportation (FDOT) and Florida Gulf and Atlantic Railroad (FGA) requirements, as well as other industry-standard guidelines.

### **Task 3 – GIS Database and Models**

Based on the findings and results of above Tasks 1 and 2, CONSULTANT shall develop for the existing project area a GIS database containing such information needed to document, model and design the existing and proposed elements for planning-level use. It is anticipated that the database will be developed using the ArcGIS® platform, and where applicable the hydraulic modeling will utilize the InnoVize® suite of GIS-based modeling tools.

### **Task 4 – System Alternatives and Costs**

CONSULTANT shall develop and model reasonable, planning-level alternatives for the type, location, extent and phasing of all elements. Such alternatives may include WTP well, treatment, storage and pumping capacities, water distribution sizing and routing, wastewater collection sizing and routing, lift station sizing and locations, WWTP treatment process and disposal options, natural gas distribution sizing and routing, rail options and roadway improvements for access management, etc. Alternative system layouts will be based on existing parcel and road improvements, geospatial data, available road rights-of-way, utility easements, and wetland locations.

CONSULTANT shall develop preliminary opinions of probable construction costs (OPCs) for the various improvement alternatives by phase.

### **Task 5 – Master Plan Reports**

Based on the results of above Task 4, CONSULTANT shall develop recommendations regarding the general layout and phasing of proposed CIP elements. All recommendations, along with summary results of the various modeling scenarios, will be presented and submitted to the COUNTY in the Final Master Reports.

These Final Master Plan reports and their future updates, if any, will serve as a basis for the efficient planning and budgeting of improvements needed to meet the project area's existing and future needs. The reports will also provide documentation to help promote industrial development within the CIP project area and to help pursue funding assistance, where available.

CONSULTANT shall provide to the COUNTY a draft copy of each report for review and comment prior to final report delivery.

### **Task 6 – Funding Assistance**

CONSULTANT shall assist COUNTY with funding applications for the recommended improvements. This task includes, but is not limited to, preparing application documents and coordination with program officials from various State and District agencies who administer grants and/or loans for projects. Such agencies include FDEP, FDOT, the Suwannee River Water Management District (SRWMD), as well as State legislative grants and others.

CONSULTANT does not guarantee funding approval. This task only includes the initial funding requests related to the initial project design and construction needs. Assistance with future





# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



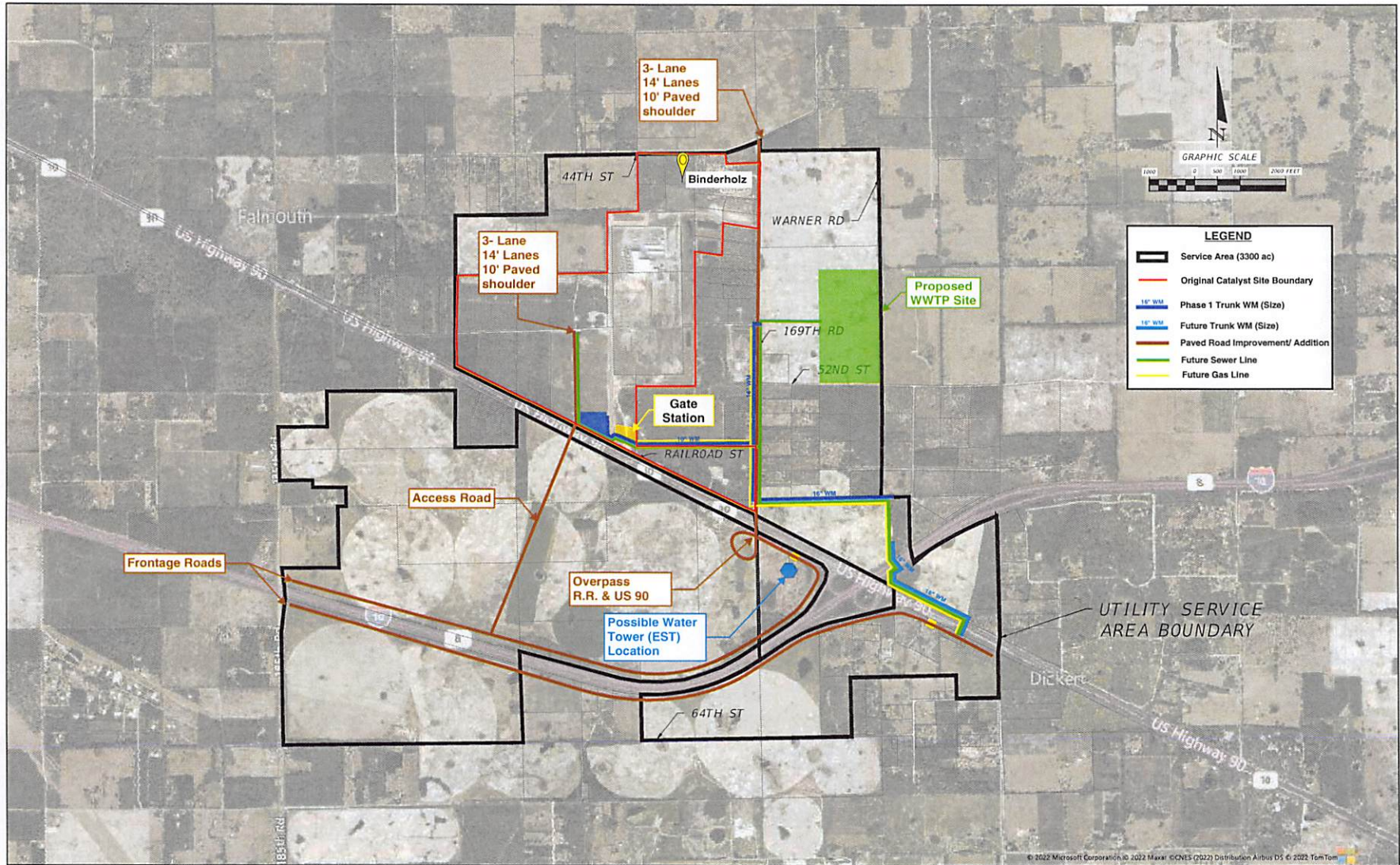
PHONE (386) 752-4675  
FAX (386) 752-4674



[www.nfps.net](http://www.nfps.net)

funding requests, such as those that require annual reapplication or those for future project phases, may be provided for an additional negotiated fee by addendum to this Agreement.

# FIGURE 1 - CIP SERVICE AREA



REVISIONS	
DATE	DESCRIPTION

**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
 P.O. BOX 3823  
 LAKE CITY, FL 32056  
 PH. 386-752-4675  
 LIC NO. LB8356

2551 BLAIRSTONE PINES DR.  
 TALLAHASSEE, FL 32301  
 WWW.NFPS.NET  
 CA# 29011

JOB NUMBER:  
L200406CGN  
 EOR:  
TERRY R. WHITE, JR.  
 P.E. NO.:  
37390

**UTILITY SERVICE AREA  
 CATALYST MASTER PLAN - UTILITIES  
 SUWANNEE COUNTY, FLORIDA**

SHEET NO.	5
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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Supplemental Agreement No. 1 with the Florida Department of Transportation for an extension of time regarding the design of the resurfacing of 76<sup>th</sup> Street from US90 to River Road and adoption of enabling Resolution.

#### **Considerations:**

The original agreement expires on June 30, 2023.

The design has been delayed due to potential right-of-way and permitting issues.

An eighteen-month extension should provide adequate time to complete the design.

#### **Budget Impact:**

None. This project is funded by the Florida Department of Transportation.

#### **Recommendation:**

We respectfully request approval of Supplemental Agreement No. 1 with the Florida Department of Transportation for an extension of time regarding the design of the resurfacing of 76<sup>th</sup> Street from US90 to River Road and the adoption of enabling Resolution.

Respectfully submitted,

Dated: April 18, 2023

Greg Scott,  
County Administrator

**STATE-FUNDED GRANT  
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G2663

FPN

438221-1-34-01

Recipient: Suwannee County

This Supplemental Agreement ("Supplemental"), dated \_\_\_\_\_ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 2/22/2022 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.



The parties agree that the Agreement is to be amended and supplemented as follows:

The original agreement expires 6/30/2023. The County has requested a time extension to December 31, 2024 to complete the design.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The design has been delayed due to potential right of way and permitting issues.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:  
Suwannee County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Name: Franklin White  
Title: Chairman

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

Name: Greg Evans  
Title: District Secretary

Legal Review:







## Administrative Services

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

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March 29, 2023

Lauri Shubert, CPM, FCCM  
Fl. Department of Transportation  
1109 S. Marion Avenue  
Lake City, Florida 32025

RE: Time Extension Request - 76th Street from US 90 to River Road  
Financial Project ID: 438221-1  
Contract Number: G2663

Dear Mrs. Shubert:

Suwannee County is requesting an eighteen-month extension of the current June 30, 2023, grant expiration date. This request is due to the County's unforeseen need to obtain right-of-way. A new expiration date of December 31, 2024, will provide time to accomplish right-of-way acquisition and accommodate permitting efforts.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Scott", is written over a light blue horizontal line.

Greg Scott,  
County Administrator

**SUWANNEE COUNTY RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION CONCERNING REIMBURSEMENT AGREEMENT SUPPLEMENTAL AGREEMENT # 1 FOR THE DESIGN OF THE RESURFACING OF 76<sup>TH</sup> STREET FROM US90 TO RIVER ROAD SUWANNEE COUNTY, FLORIDA. FINANCIAL PROJECT ID: 438221-1-34-01.**

**WHEREAS**, the Florida Department of Transportation and Suwannee County, Florida, entered into a Reimbursement Agreement on February 22, 2022, for the design of the resurfacing of 76<sup>th</sup> Street from US90 to River Road, hereinafter referred to as "Project"; and

**WHEREAS**, the Florida Department of Transportation has agreed through Supplemental Agreement #1 to grant a time extension to December 31, 2024, to complete the design; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Suwannee County, Florida, that

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VIII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.

**ADOPTED** this 18<sup>th</sup> day of April 2023.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA**

\_\_\_\_\_  
Barry A. Baker, Clerk of Court

\_\_\_\_\_  
Franklin White, Chairman

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Agreement with the Florida Department of Transportation for the design of widening/resurfacing existing lanes of CR49 from CR252 to US90 and adoption of enabling Resolution.

#### **Considerations:**

The widening and resurfacing of CR49 from CR252 to US90 was submitted to FDOT in 2017 as a future project to be added to the Five-Year Work Program.

FDOT currently has funding in the amount of \$700,000 to provide for the design of the project.

#### **Budget Impact:**

None. This project is funded by the Florida Department of Transportation.

#### **Recommendation:**

We respectfully request approval of an Agreement with the Florida Department of Transportation for the design of widening/resurfacing existing lanes of CR49 from CR252 to US90 and adoption of enabling Resolution.

Respectfully submitted,

Dated: April 18, 2023

Greg Scott,  
County Administrator

**SUWANNEE COUNTY RESOLUTION NO. 2023- \_\_\_\_\_**

**A RESOLUTION CONCERNING DESIGN, CONSTRUCTION, AND CONSTRUCTION  
ENGINEERING FOR WIDENING/RESURFACING OF CR49  
FROM CR252 TO US90.**

**WHEREAS**, the Legislature enacted and funded the Small County Road Assistance Program, hereinafter referred to as “Program”; and

**WHEREAS**, Suwannee County is eligible to participate in the Program; and

**WHEREAS**, the Florida Department of Transportation has accepted CR49 from CR252 to US 90 for widening/resurfacing under the Program; and

**WHEREAS**, the design for the widening/resurfacing of CR49 from CR252 to US90 will be facilitated by Suwannee County entering into an agreement with the Florida Department of Transportation (Financial Project ID: 443415-1-34-01).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Suwannee County, Florida, that:

1. The Chairperson whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board, and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.
2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his or her duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners’ Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk’s and/or Deputy’s signature and application of the Board’s Seal as provided by law.

**ADOPTED** this 18th day of April 2023.

**BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Franklin White, Chairman

\_\_\_\_\_  
Barry A. Baker, Clerk of the Circuit Court



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FPN: <u>443415-1-34-01</u>	Fund: <u>SCRA</u>	FLAIR Category: <u>085575</u>
	Org Code: <u>55024010206</u>	FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>37</u>	Contract No: _____	Vendor No: <u>F596000873055</u>

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Suwannee County, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and *(select the applicable statutory authority for the program(s) below)*:
  - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design of widening/resurfacing existing lanes of CR 49 from CR 252 to US 90, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2024. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$700,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$700,000 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
  - shall
  - shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and



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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and



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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

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- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY]."

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.  The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e.  A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f.  The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

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**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Suwannee County

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

Name: Franklin White

Title: Chair

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

Name: Greg Evans

Title: District Secretary

Legal Review:

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

Name: Angela Hensel

**EXHIBIT A**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 443415-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Suwannee County (the Recipient)

**PROJECT LOCATION:**

The project is on the National Highway System.

The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** Approx 9.613 miles

**PROJECT DESCRIPTION:** Design of widen/resurfacing of CR 49 from CR 252 to US 90

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by 6/30/24.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Local Agency shall provide written justification for any time extension outlining reasons for all unforeseen project delay circumstances for Department review and approval. Time extensions will be granted at the Department's sole discretion and only for circumstances beyond the Agency's control. The Agency shall provide as-builts or plan mark-ups at the completion of the project.

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**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>RECIPIENT NAME &amp; BILLING ADDRESS:</b> Suwannee County 13150 80 <sup>th</sup> Terrace Live Oak, FL 32060	<b>FINANCIAL PROJECT NUMBER:</b> 443415-1-34-01
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PHASE OF WORK by Fiscal Year:	MAXIMUM PARTICIPATION			Indicate source of Local funds
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
<b>Design- Phase 34</b> Maximum Department Participation FY: 23 (Small County Road Assistance Program)	\$700,000.00	\$	\$700,000.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost	\$700,000.00 %	\$ 0.00 %	\$700,000.00 %	
<b>Right-of-Way- Phase 44</b> Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction- Phase 54</b> Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>Construction Engineering and Inspection - Phase 64</b> Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : ) Maximum Department Participation FY: (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost	\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
<b>TOTAL COST OF THE PROJECT</b>	\$700,000.00	\$ 0.00	\$700,000.00	

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**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Lauri Shubert  
District Grant Manager Name

\_\_\_\_\_  
Signature Date

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**EXHIBIT C**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Suwannee County

PROJECT DESCRIPTION: Design of CR 49 from CR 252 to US 90

FPID#: 443415-1-34-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

SEAL:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT J**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
  - Small County Outreach Program (SCOP), (CSFA 55.009)
  - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$700,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

AIG Storage Tank Third Party Liability renewal warranty statement

**Considerations:**

Warrants and represents that there have been no changes to the schedule of covered tanks or locations:

Suwannee County Airport  
Suwannee County Public Works (Branford)  
Suwannee County Public Works (Live Oak)

**Budget Impact:**

Budgeted Item

**Recommendation:**

Approval

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: April 18, 2023





Storage Tank Third Party Liability  
TankGuard® Renewal Warranty

NAMED INSURED: Suwannee County Board of  
Commissioners  
INSURER: Commerce and Industry Insurance Company  
POLICY NUMBER: FPL004972967  
POLICY PERIOD: 6/03/23 - 06/03/24

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

\$1 million/\$1 million     \$1 million/\$2 million     \$2 million/\$2 million

OTHER: \_\_\_\_\_

DEDUCTIBLE DESIRED: (each incident)

\$5,000     \$10,000     \$25,000     \$60,000     \$100,000

For Deductibles above \$60,000, please include your most current audited financial statement.

91177 (03/17)



### Renewal Warranty Acknowledgement

APPLICANT:	_____	BROKER:	B.W. Helvenston & Sons Inc
	(Signature)		
APPLICANT:	Suwannee County Board of Commissioners		PO Box 818 Live Oak, FL 32064-
	(Print Name)		(Street Mailing Address)
DATE:	April 18, 2023		Lee H Harvard
			(Contact person)
			(386) 362-1818
			(Phone #, Fax #, Email Address)
			<i>Lee Harvard</i>
			(Signature of Broker or Agent)
			AL13129
			(License Number and State)
			0592781726
			(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expiration date. Please visit our website [www.policymanagers.com](http://www.policymanagers.com) to download to application.

**NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.**

91177 (03/17)



February 23, 2023

Mr. Greg Scott  
 Suwannee County Administrator  
 13150 80<sup>th</sup> Terrace  
 Live Oak FL 32064

**Suwannee River Economic Council, Inc.**

**Post Office Box 70  
 Live Oak, Florida 32064**

**Administrative Office - Phone (386) 362-4115  
 Fax (386) 362-4078**

**E-Mail: [mattpearson@suwanneec.net](mailto:mattpearson@suwanneec.net)**

**Website: [www.srecinc.org](http://www.srecinc.org)**

RE: Suwannee County SHIP Local Housing Assistance Plan (LHAP)

Dear Mr. Scott:

Since the current Suwannee County SHIP LHAP expires this funding year, we have enclosed the new LHAP for 2023/2024, 2024/2025, and 2025/2026, which includes the revisions previously approved by the County. This document has been reviewed and conditionally approved by Florida Housing Finance Corporation.

In conjunction with the LHAP, the new Sub-Recipient Agreement with Suwannee River Economic Council for the administration of the SHIP program is also enclosed.


Please place the 2023 – 2026 Suwannee County SHIP Local Housing Assistance Plan (LHAP) and the Sub-Recipient Agreement on the Consent Agenda for the next available meeting of the County Commission.

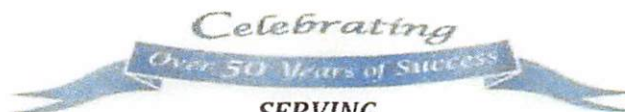
Upon approval, there are two documents included with the LHAP that need to be executed by the county: Exhibit D (LHAP Certification) and Exhibit E (Adopting Resolution). In addition, the Sub-Recipient Agreement will need to be executed. Please return one executed original of all three (3) documents to this office and retain the other originals for the County's records.

If there are any questions concerning the information, feel free to contact Stephanie Barrington, SHIP Program Director, at (386) 362-4115 extension \*242.

Sincerely,

Matt Pearson  
 Executive Director

MP/ssb   
 enclosures



**SERVING**

**BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION**

*"This institution is an equal opportunity provider and employer."*

*Funded in part through a grant by the State of Florida Department of Elder Affairs*



**SUWANNEE COUNTY**

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2023-2024, 2024-2025, 2025-2026**



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A. Administrative Budget for each fiscal year covered in the plan	
B. Timeline for estimated encumbrance and expenditure	
C. Housing Delivery Goals Chart (HDGC) for each fiscal year covered in the plan	
D. Signed LHAP certification	
E. Signed, dated, witnessed, or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Subordination Procedures	



**I. Program Details:**

**A. LG(s)**

Name of Local Government	SUWANNEE COUNTY
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

**B. Purpose of the program:**

- To meet the housing needs of the very low, low, and moderate-income households.
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026**

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through local newspaper in the advertising of the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were received by the SHIP Administrator as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:



Applications are placed on an intake tracking log when received and separated by strategy. If Special Needs designation is verified at the time of application by the SHIP Administrator applicant will receive additional points toward priority. Applications are processed as set forth within the strategies listed herein. Once funding has been expended the priority list is maintained as a waiting list and is continually updated as new applications are received.

For the Emergency Repair Strategy, applications will be ranked according to the following point criteria. Applications with the highest points will be served first.

<b>Age of Household Members</b>	<b>Household Income</b>
Over 60 .....6 points	Below federal poverty level .....6 points
Under 12 .....6 points	
Special Needs as defined herein.....6 points	Served Previously in the past 5 years, points per occurrence.....-10 points

- J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, or Foreclosure Counseling, and Transportation.
- L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed \$250,000. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that



demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except those small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Fiscal responsibility for SHIP funds	30%
Third Party Entity/Sub-recipient	All administrative responsibility to carry out the SHIP program in full, including record retention and reporting as requested.	70%

- R. Project Delivery Costs:** A \$500 Project Delivery Cost for inspections will be charged for Purchase Assistance strategies requiring a Home Inspection Report, Disaster Repair/Mitigation strategy, and the Emergency Repair strategy. The Project Delivery Cost will be included in the award amount and will be included in the SHIP Lien Agreement if a SHIP Lien Agreement is applicable to the strategy.
- S. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district,





community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

- T. Describe efforts to incorporate Green Building and Energy Saving products and processes:** When repairs are performed on a home by a contractor under contract with the SHIP Administrator green initiatives will be utilized to include, but are not limited to: low E windows, energy efficient hot water heaters, energy efficient appliances, high efficient HVAC systems, etc.
- U. Describe efforts to meet the 20% Special Needs set-aside:** Applicants with households qualifying as Special Needs as defined by Section 420.0004(13) will be given priority.
- V. Describe efforts to reduce homelessness:** County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28<sup>th</sup> Drive, Gainesville FL 32609 (352) 792-0800 [www.gracemarketplace.org](http://www.gracemarketplace.org)

For those county residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to [www.floridahousingsearch.org](http://www.floridahousingsearch.org) (877) 428-8844.

Additional assistance is provided through the Emergency Repair strategy which provides for the correction of health, safety, and building code violations in order for the resident to maintain the existing home and prevent homelessness.

#### **W. General Provisions**

1. **Property Location.** Property must be located within the County to be eligible for assistance.
2. **Income Producing Properties.** Residential properties used as income producing properties are not eligible for SHIP assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.
3. **Applicant Contributions Defined.** Such contributions may include: cash deposits paid under a purchase contract; cost of reports or inspections required by the SHIP program; typical closing cost expenses paid at or outside of closing; the cost of purchasing hazard insurance in instances where there is no existing insurance; and required repairs or additions to the property not paid by SHIP and paid by the applicant provided repairs or additions are complete and documentation provided. Value of land owned or given may be applied toward contribution requirement. Written documentation must be provided. Payments for prior year's taxes, liens, repairs or improvements not required by SHIP or costs to cure existing title defects are excluded.
4. **SHIP Mortgage Position.** SHIP mortgages must be in primary or secondary position, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position. SHIP mortgages may not be in positions inferior to second position even in instances of subordination, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position.



5. **Contractor Information.** For strategies requiring rehabilitation, repair, or reconstruction that is paid for with funds from the SHIP program only state licensed contractors with proof of active status and insurance will be approved for contract work. Upon completion and final inspection, Contractors are required to submit request of payment through the SHIP Administrator. The SHIP Administrator will review the payment request and submit the documents to the Suwannee County Finance Office for payment to the contractor for services rendered and to the SHIP Administrator for program fees.
6. **Eligible Housing.** Any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured / mobile housing must be no older than four (4) years old to be eligible for purchase assistance, and no older than ten (10) years old to be eligible for Emergency Repair assistance. Manufactured / mobile housing is not eligible for Disaster / Mitigation strategy or Demolition / Reconstruction strategy.
7. **Mortgage Maximums.** The total of the mortgages cannot exceed \$285,000 excluding approved closing costs. Approved closing costs are those costs that are normal and customary in closing a primary or secondary Real Estate mortgage. This specifically excludes any costs associated with debt consolidation, pay-down of debt, or any existing debt or judgment payoff other than an existing mortgage encumbering the property.

**Section II. LHAP Strategies**

<b>A. PURCHASE ASSISTANCE WITH REHAB</b>	Code 01
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a. <b>Summary:</b> Assist applicants with the down payment and closing costs for the purchase and repair of an existing home.
---

- b. **Fiscal Years Covered:** 2023-2024, 2024-2025, 2025-2026
- c. **Income Categories to be served:** Very low, low and moderate
- d. **Maximum award:** \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate
- e. **Terms:**
  1. **Repayment loan/deferred loan/grant:** Deferred loan secured by a recorded, subordinate mortgage
  2. **Interest Rate:** 0%
  3. **Years in loan term:** 10
  4. **Forgiveness:** 10% per year from the date of the SHIP lien
  5. **Repayment:** Not required as long as the loan is in good standing
  6. **Default:** If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property is sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from



the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

- f. **Recipient/Tenant Selection Criteria:** Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.
- g. **Sponsor Selection Criteria:** N/A
- h. **Additional Information:**
  1. Down payment assistance cannot exceed 50% of the sales price of the home.
  2. Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.
  3. Applicant or Co-applicant must complete a homeownership course.
  4. Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement Policies.
  5. In the case of financing by an individual rather than a financial institution the following will apply:
    - a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
    - b. The interest rate cannot exceed 8%.
    - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
    - d. There can be no balloon payment.
    - e. An amortization schedule must be provided to the SHIP Administrator.
  6. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

<b>B. PURCHASE ASSISTANCE WITHOUT REHAB</b>	Code 02
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a. <b>Summary:</b> Assists applicants with the down payment and closing costs for the purchase of a newly constructed home or an existing home with no repairs paid for with SHIP funds.
--

- b. **Fiscal Years Covered:** 2023-2024, 2024-2025, 2025-2026



- c. **Income Categories to be served: Very low, low, and moderate**
- d. **Maximum award: \$25,000 for Very Low, \$22,000 for Low, \$20,000 for Moderate**
- e. **Terms:**
  - 1. **Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage**
  - 2. **Interest Rate: 0%**
  - 3. **Years in loan term: 10**
  - 4. **Forgiveness: 10% per year from the date of the SHIP lien**
  - 5. **Repayment: Not required if the loan is in good standing**
  - 6. **Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.**
- f. **Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator as long as funds are available. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having all commitment required documents on file with the SHIP Administrator: Construction or Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector (if applicable), and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector (if applicable), and any other documentation requested by the SHIP Administrator.**
- g. **Sponsor Selection Criteria: N/A**
- h. **Additional Information:**
  - 1. **Down payment assistance cannot exceed 50% of the sales price of the home.**
  - 2. **Applicant contribution amount: 0.5% of the sales price for Very Low, 1% of the sales price for Low, and 2% of the sales prices for Moderate.**
  - 3. **Applicant or Co-applicant must complete a homeownership course.**
  - 4. **New construction contracts must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes made once submitted.**
  - 5. **Subordination requests for refinancing will be in accordance with Exhibit G Subordination Agreement Policies.**
  - 4. **In the case of financing by an individual rather than a financial institution the following will apply:**



- a. SHIP Lien Agreement will be in the primary lien position and the financier will be in the subordinate lien position.
  - b. The interest rate cannot exceed 8%.
  - c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
  - d. There can be no balloon payment.
  - e. An amortization schedule must be provided to the SHIP Administrator.
5. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

<b>Strategy Name: DEMOLITION / RECONSTRUCTION</b>	<b>04</b>
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<b>a. Summary: Assists applicants with the demolition of an existing home when at least 50% of the dwelling is beyond reasonable repair, and construction of a new, affordable home.</b>
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low
- d. Maximum award: \$25,000.00. If cost exceed maximum award client must be eligible and awarded CDBG grant for the remainder.
- e. Terms:
  1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded subordinate mortgage.
  2. Interest Rate: 0%
  3. Years in loan term: 10
  4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien.
  5. Repayment: Not required as long as the loan is in good standing.
  6. Default: If, within the period of ten (10) years immediately following the date of the SHIP Lien Agreement, the property shall be sold, transferred or otherwise disposed of, or if the Owner shall die, Owner's estate, or the person or persons acquiring any title or interest in the property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as set forth in the SHIP Lien Agreement with the exception of the allowance regarding transfer of the subject property from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the SHIP Lien Agreement shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth in the SHIP Lien Agreement shall be computed from the date of the SHIP Lien Agreement. If the home is foreclosed on by a superior mortgage holder the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.
- f. Recipient Selection Criteria: Homes must not be eligible for any other SHIP strategy. Applicants will be served on the basis of qualification for CDBG.
- g. Sponsor/Developer Selection Criteria: N/A



- h. Additional Information:
  - 2. SHIP Leveraging Resources: CDBG
  - 3. Subordination requests for refinancing will be in accordance with Subordination Agreement Policies attached hereto.
  - 4. Construction contract must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes once submitted.
  - 5. The County's Board of County Commissioners will make the determination of forgiveness beyond stated above based upon client justification and circumstances.

<b>C. DISASTER REPAIR/MITIGATION</b>	<b>Code 05, 16</b>
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<b>a. Summary: Assists applicants following a disaster declared by the President of the United States or the Governor of the State of Florida.</b>
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$10,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Priority shall be given to households qualifying as Special Needs as defined in 420.0004 (13) FS or Elderly as defined in 420.503 FS.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
  - 1. SHIP disaster funds may be used for items such as, but not limited to:
    - A. Purchase of emergency supplies for eligible households to weatherproof damaged homes.
    - B. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable.
    - C. Construction of wells or repair of existing wells where public water is not available.
    - D. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.
    - E. Security deposit for eligible recipients that have been displaced from their homes due to disaster.
    - F. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.



- G. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.
2. Existing homeowner's insurance is not required to be eligible for assistance.

<b>D. EMERGENCY REPAIR</b>	<b>Code 06</b>
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<b>a. Summary: Assists applicants with the emergency repair of their primary residence to alleviate code violations or improve health hazards, and life and safety issues.</b>
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- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low
- d. Maximum award: \$12,500
- e. Terms:
  1. Repayment loan/deferred loan/grant: Grant
  2. Interest Rate: N/A
  3. Years in loan term: N/A
  4. Forgiveness: N/A
  5. Repayment: N/A
  6. Default: N/A
- f. Recipient/Tenant Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in Section I Program Details. Applications for assistance will be ranked as set forth in Section I Program Details, Item I Waiting List/Priorities.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
  1. Existing homeowner's insurance is not required to be eligible for assistance.
  2. Property must be free of delinquent property taxes.



**III. LHAP Incentive Strategies**

In addition to the required **Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

**A. Name of the Strategy: Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The current permitting process for Suwannee County should be retained until the case load increases to such a degree that a backlog is experienced. The County currently issues approximately 140 permits per year. The County believes that a backlog would be experienced when more than 300 permits are issued per year. In accordance with the Policy of the Housing Element of the County's Comprehensive Plan, this includes the continued refining and streamlining of the existing development approval process, plus expedited plan reviews and inspections, explanatory brochures, and computer programs to further refine the existing one-stop permitting and development review process and reduce the financing cost for developers.

The County takes all steps necessary not to delay the review of affordable housing developments, and should review delays begin to occur, the County institutes the practice of reviewing the affordable housing development first. This will occur when more than 300 permits are processed per year.

The Planning and Zoning Board will conduct a second meeting a month to accommodate specific affordable housing projects brought forth by planning and development if they are unable to meet the regular meeting schedule.

**B. Name of the Strategy: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

The County has the responsibility of performing the review procedure. The County or SREC, Inc. staff will review the action and prepare a written report with recommendations prior to the adoption of the plan if a policy, ordinance or regulation change, or plan provision is made by the County. The staffs' review will consider the following:

- a. Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth the negative impact on housing cost.
- b. Will the action increase the time of approval? If so, how does benefit of this increase in approval time compare with the impact on housing costs?
- c. Does the action increase the long-term development cost? If so, how do the increased cost compare with the benefits of the action?



**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Subordination Policy

**SUWANNEE COUNTY**

Fiscal Year: 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other*	\$
<b>Total</b>	<b>\$ 35,000.00</b>
<b>Admin %</b>	<b>10.00%</b>
<b>OK</b>	

Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other*	\$
<b>Total</b>	<b>\$ 35,000.00</b>
<b>Admin %</b>	<b>10.00%</b>
<b>OK</b>	

Fiscal Year 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 350,000.00
Salaries and Benefits	\$ 35,000.00
Office Supplies and Equipment	\$
Travel Per diem Workshops, etc.	\$
Advertising	\$
Other*	\$
<b>Total</b>	<b>\$ 35,000.00</b>
<b>Admin %</b>	<b>10.00%</b>
<b>OK</b>	

\*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

2023

**Exhibit B  
Timeline for SHIP Expenditures**

**SUWANNEE COUNTY** affirms that funds allocated for these fiscal years will meet the following deadlines:

<b>Fiscal Year</b>	<b>Encumbered</b>	<b>Expended</b>	<b>Interim Report</b>	<b>Closeout Report</b>
<b>2023-2024</b>	<b>6/30/2025</b>	<b>6/30/2026</b>	<b>9/15/2025</b>	<b>9/15/2026</b>
<b>2024-2025</b>	<b>6/30/2026</b>	<b>6/30/2027</b>	<b>9/15/2026</b>	<b>9/15/2027</b>
<b>2025-2026</b>	<b>6/30/2027</b>	<b>6/30/2028</b>	<b>9/15/2027</b>	<b>9/15/2028</b>

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

<b>Fiscal Year</b>	<b>Funds Not Expended</b>	<b>Closeout AR Not Submitted</b>
<b>2023-2024</b>	<b>3/30/2026</b>	<b>6/15/2026</b>
<b>2024-2025</b>	<b>3/30/2027</b>	<b>6/15/2027</b>
<b>2025-2026</b>	<b>3/30/2028</b>	<b>6/15/2028</b>

**Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and [cameka.gardner@floridahousing.org](mailto:cameka.gardner@floridahousing.org) and include:**

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

***Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email [cameka.gardner@floridahousing.org](mailto:cameka.gardner@floridahousing.org) when you are ready to "submit" the AR.***

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2023-2024**

Name of Local Government:		Suwannee										
Estimated Funds (Anticipated allocation only):		\$ 350,000										
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
	Homeownership											
1	Purchase Assistance with Rehab	Yes	2	\$25,000	2	\$22,000	2	\$20,000	\$134,000.00	\$0.00	\$134,000.00	6
2	Purchase Assistance without Rehab	Yes	2	\$25,000	2	\$22,000	2	\$20,000	\$134,000.00	\$0.00	\$134,000.00	6
4	Demolition/Reconstruction	Yes	1	\$25,000		\$0		\$0	\$25,000.00	\$0.00	\$25,000.00	1
5	Disaster Assistance	Yes		\$10,000		\$10,000		\$10,000	\$0.00	\$0.00	\$0.00	0
6	Emergency Repair	Yes	2	\$12,500		\$0		\$0	\$25,000.00	\$0.00	\$25,000.00	2
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Homeownership</b>		7		4		4		\$318,000.00	\$0.00	\$318,000.00	15
Purchase Price Limits:			New	\$ 250,000	Existing	\$ 250,000						

		OK		OK								
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees			\$ 35,000		10%		OK				
	Home Ownership Counseling											
<b>Total All Funds</b>				\$ 353,000	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides			
Percentage Construction/Rehab (75% requirement)		90.9%	OK
Homeownership % (65% requirement)		90.9%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 150,000	42.9%	OK
Low Income (30% requirement)	\$ 88,000	25.1%	OK
Moderate Income	\$ 80,000	22.9%	



**FLORIDA HOUSING FINANCE CORPORATION**  
**HOUSING DELIVERY GOALS CHART**  
**2025-2026**

<b>Name of Local Government:</b>		<b>Suwannee</b>											
Estimated Funds (Anticipated allocation only):			\$ 350,000										
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units	
	Homeownership												
1	Purchase Assistance with Rehab	Yes	2	\$25,000	2	\$22,000	2	\$20,000	\$134,000.00	\$0.00	\$134,000.00	6	
2	Purchase Assistance without Rehab	Yes	2	\$25,000	3	\$22,000	2	\$20,000	\$156,000.00	\$0.00	\$156,000.00	7	
4	Demolition/Reconstruction	Yes	1	\$25,000		\$0		\$0	\$25,000.00	\$0.00	\$25,000.00	1	
5	Disaster Assistance	Yes		\$10,000		\$10,000		\$10,000	\$0.00	\$0.00	\$0.00	0	
6	Emergency Repair	Yes	2	\$12,500		\$0		\$0	\$25,000.00	\$0.00	\$25,000.00	2	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
									\$0.00	\$0.00	\$0.00	0	
	<b>Total Homeownership</b>		7		5		4		\$340,000.00	\$0.00	\$340,000.00	16	
Purchase Price Limits:			New	\$ 250,000	Existing	\$ 250,000							

			OK		OK							
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	<b>Total Rental</b>		0		0		0		\$0.00	\$0.00	\$0.00	0
<b>Administration Fees</b>			\$ 35,000		10%		OK					
<b>Home Ownership Counseling</b>												
<b>Total All Funds</b>			\$ 375,000 This total is over the allocation and will require less than the maximum amount be awarded per applicant									

Set-Asides			
Percentage Construction/Rehab (75% requirement)		97.1%	OK
Homeownership % (65% requirement)		97.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 150,000	42.9%	OK
Low Income (30% requirement)	\$ 110,000	31.4%	OK
Moderate Income	\$ 80,000	22.9%	

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

SUWANNEE COUNTY

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

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Franklin White, Chairman  
Board of County Commission

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Date

(COUNTY SEAL)

ATTEST:

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Barry Baker  
Clerk of Court



RESOLUTION #: \_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSION OF SUWANNEE COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSION TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\*\*\*\*\*

**WHEREAS** the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS** the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS** the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS** the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS** as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS** the SHIP Administrator has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS** the County Commission finds that it is in the best interest of the public for Suwannee County, Florida to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF SUWANNEE COUNTY, FLORIDA that:**

**Section 1:** The Board of County Commission of Suwannee County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2023-2024, 2024-2025, 2025-2026.

**Section 2:** The Chairman of the Board of County Commission is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

**Section 3:** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**Franklin White, Chairman**  
**Board of County Commission**

**(COUNTY SEAL)**

**ATTEST:**

\_\_\_\_\_  
**Barry Baker**  
**Clerk of Court**

**SUBORDINATION AGREEMENT POLICY**

The SHIP Administrator will review the terms of the subordination request based on the following criteria and recommend approval by the Board of County Commissioners. The Board of County Commissioners will make the ultimate decision.

1. The new loan/mortgage cannot be greater than the original loan/mortgage obtained to purchase the home except in the following circumstances:
  - a. The client's income has increased and, thus, the affordability has also increased; and/or
  - b. The additional funds are used to improve the home and provide additional value
2. The interest rate must be the same or less than the original interest rate.
3. Payments must still meet the Home Ownership Affordability criteria.
4. Loan Consolidations are not allowed.
5. There can be no cash back to the borrower.
6. Payments may not be higher than the original payments unless the term is being reduced and the Home Ownership Affordability criteria are met.

**SUWANNEE COUNTY S.H.I.P. PROGRAM**  
**SUB-RECIPIENT ADMINISTRATION AGREEMENT**

The AGREEMENT is entered into by and between the Suwannee County Board of County Commissioners (hereinafter referred to as "County"), and Suwannee River Economic Council, Inc., (hereinafter referred to as "Contractor"). The contract exists primarily to provide services to qualified recipients of the Suwannee County SHIP Program. The following outlines the covenants and agreements between the parties:

WHEREAS County requires services specific to administering the SHIP Program; and

WHEREAS the Contractor has expertise in the area required by County, and is willing to provide said services;

NOW THEREFORE in consideration of the mutual promises set forth below the above parties enter into this Agreement and agree as follows:

1. Contractor agrees to perform the following services:
  - a. All administrative requirements of the SHIP Program in accordance with the affordable housing criteria provided under ss. 420.907 to 420.9079 applicable to the affordable housing objective of the award, including but not limited to: Application intake, Client income eligibility verification, Home ownership counseling, Record retention, Home repair inspections, and Annual Reporting preparation and filing.
  - b. Contractor will track County SHIP Program award recipient compliance with terms of County SHIP Lien Agreement terms, including but not limited to, periodic interviews/checks/inspections for County SHIP Program award recipient compliance and report any failure of compliance to County immediately.
  - c. Contractor will furnish County with reports as requested by County in such form as required by County.
  
2. In consideration for services performed by Contractor as detailed in paragraph 1 above, County agrees to pay Contractor 70% of the administration fee as allowed by the State of Florida. Also, County agrees to allow Contractor to receive the following Project Delivery Costs per client: \$500 in the Emergency Repair, Purchase Assistance strategies requiring a Home Inspection Report and Disaster Repair/ Mitigation strategies as stated in the Local Housing Assistance Plan.
  
3. No amounts, other than those payable under Paragraph 2 above, shall be payable by County to Contractor. Contractor shall be liable for all other expenses, costs, or amounts incurred in the performance of this Agreement.
  
4. Contractor's obligation hereunder is to complete the services described in Paragraph I above, and to meet any deadlines set forth therein.
  
5. The parties agrees that Contractor, is an independent contractor, and will be solely responsible for the performance of its duties under this Agreement.

6. Florida Single Audit Act Compliance: See Attachment A.
7. Contractor warrants to County that the necessary licenses and insurance have been secured by Contractor for the performance of the services covered by this Agreement.
8. The Agreement may not be assigned or transferred by Contractor.
9. The results of Contractor's services shall be subject to County's review and approval.
10. County and Contractor retain the right to terminate this Agreement with seven (7) days written notice, with or without cause.
11. All information obtained as it relates to clients of the program shall remain confidential to the extent allowed under Florida Law.
12. This Agreement automatically renews each year on the anniversary date of the agreement, unless amendments are required, or in the event either party makes the decision to terminate the contract.
13. Any changes to this Agreement must be in writing and signed by both parties.

(COUNTY SEAL)

\_\_\_\_\_  
Franklin White, Chairman  
Suwannee County Board of County Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Barry Baker,  
Clerk

\_\_\_\_\_  
Matt Pearson, Executive Director  
Suwannee River Economic Council, Inc.

\_\_\_\_\_  
Date

## **ATTACHMENT A**

The administration of resources awarded by the Florida Housing Finance Corporation to the Local Government may be subject to audits and/or monitoring by the Florida Housing Finance Corporation as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97 F.S., as revised (See AUDITS section below), monitoring procedures may include but are not limited to: On-site visits by Florida Housing Finance Corporation, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. By entering into this Agreement Contractor agrees to comply and cooperate with any and all monitoring procedures / processes deemed appropriate by Florida Housing Finance Corporation. In the event FHFC determines a limited scope audit of Contractor is appropriate, Contractor agrees to comply with any additional instructions provided by FHFC staff to Contractor regarding such audit. Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

### **AUDITS**

1. In the event Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Contractor (for fiscal years ending September 30, 2004 or thereafter), Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to the Agreement indicates state financial assistance awarded through the Florida Housing Finance Corporation by this Agreement. In determining the state financial assistance expended in its fiscal year, Contractor shall consider all sources of state financial assistance, including state financial assistance received from FHFC, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed above, Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If Contactor expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, F.S. is not required. In the event that Contractor expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e. the cost of such an audit must be paid from Contractor's resources obtained from other than State entities.)

### **REPORT SUBMISSION**

1. Copies of financial reporting packages required by this Agreement shall be submitted by or on behalf of Contractor directly to each of the following:
  - a. Florida Housing Finance Corporation  
227 N Bronough Street  
Tallahassee FL 32301
  - b. Auditor General's Office  
Room 401, Pepper Building  
111 W Madison Street  
Tallahassee FL 32399-1450
2. Any reports, management letter, or other information required to be submitted to FHFC pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
3. Recipients, when submitting financial reporting packages to FHFC for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to Contractor in correspondence accompanying the reporting package

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of appointments to Suwannee County Development Authority Board.

#### **Considerations:**

Two appointments need to be considered, one At Large and one Commissioner appointed (District 5). The following have applied for an At Large position:

- Joe Flanagan

Commissioner appointed:

- Brandon Roberts

There will still be one At Large position that is vacant and needs to be filled.

#### **Recommendation:**

Approval of At Large applicant and Commissioner appointed member.

Respectfully submitted,

Dated: April 18, 2023

Greg Scott,  
County Administrator



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Authorization for the Chairman and County Administrator to negotiate with the highest-ranked firm for County Attorney.

#### **Considerations:**

The scoring of RFQ No. 2023-09 for the County Attorney will be completed during a special-called meeting on April 18, 2023, at 4:00 p.m.

Once the Chairman and County Administrator have completed negotiations with the highest-ranking firm, an agreement will be placed on the BCC agenda for approval.

#### **Recommendation:**

Respectfully request authorization for Chairman and County Administrator to negotiate with the highest-ranked firm for County Attorney.

Respectfully submitted,

Dated: April 18, 2023

Greg Scott,  
County Administrator

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Authorization to advertise Request for Proposals for CDBG Housing Grant Administration

**Considerations:** Resolution 2022-47 authorized submission of an application for the Small Cities Community Development Block Grant to the Florida Department of Economic Opportunity (DEO).

Suwannee County was awarded \$750,000 of Housing Rehabilitation Funding.

The grant will pay for Administration services.

**Recommendation:** Administration staff respectfully requests the Board of County Commissioners to authorize advertisement of Request for Proposal for CDBG Housing Grant Administration.

Respectfully submitted,

Dated:

Greg Scott,  
County Administrator

**RFP NO. 2023-07  
BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FL**

WILL RECEIVE PROPOSALS FOR:

**GRANT ADMINISTRATION OF A COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG)**

**Date/Time/ Location for Receiving Proposals:**

Friday, May 26, 2023, 4:00 PM  
Late proposals will not be considered  
Deliver to Cashier's window located at  
Suwannee County Clerk of Courts  
200 S Ohio Avenue  
Live Oak, FL 32064  
(386) 362-0500

**Date/Time/Location for Proposal Opening:**

Tuesday, May 30, 2023  
10:00 AM or soon thereafter  
Judicial Annex  
218 Parshley Street SW  
Live Oak, FL 32064

**Proposal Documents Available:**

[www.demandstar.com](http://www.demandstar.com)  
[www.suwanneecountyfl.gov](http://www.suwanneecountyfl.gov) or  
Suwannee County Administration  
13150 80<sup>th</sup> Terrace  
Live Oak, FL 32060  
(386) 364-3400  
Contact: Paula Pennington  
[paulap@suwcountyfl.gov](mailto:paulap@suwcountyfl.gov)

**Description:**

Suwannee County has been awarded a Community Development Block Grant (CDBG) in the Housing Rehabilitation Category, in the amount of \$750,000 for the FFY 2021-22 funding cycle. Grant Administration services will include complete management and reporting for the project, with separate tracking of funding. Procurement and contracting will follow CDBG regulations

---

Franklin White, CHAIRMAN  
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

**SUWANNEE COUNTY**  
**Board of County Commissioners**  
**13150 80<sup>th</sup> Terrace, Live Oak, FL 32060**  
**Telephone: (386) 364-3400 Fax: (386) 362-1032**

Request for Proposal No. 2023-07  
Proposal Title: Grant Administration of a Community Development Block Grant (CDBG)  
Deadline for Submitting Proposal: Friday, May 26, 2023, at 4:00 pm  
Proposal Opening Date and Time: Tuesday, May 30, 2023, at 10:00 am or soon thereafter

Suwannee County, Florida has been awarded a Community Development Block Grant (CDBG), in the Housing Rehabilitation category, in the amount of \$750,000 for the FFY 2021-22 funding cycle. Grant Administration services will include complete management and reporting for the project, with separate tracking of funding. Procurement and contracting will follow CDBG regulations.

The Suwannee County Board of County Commissioners will receive sealed Proposals from qualified individuals or firms to provide Grant Administration of a Community Development Block Grant (CDBG) in accordance with the requirements of this solicitation which are contained herein.

The Suwannee County Board of County Commissioners will receive proposals at the Suwannee County Clerk of Courts Cashier's Window, located in the Courthouse, addressed to the attention of Clerk to the Board, **200 South Ohio Avenue, Live Oak, FL 32064** until **FRIDAY, May 26, 2023, at 4:00 P.M.** Proposals will be publicly opened and read aloud at the Judicial Annex Building, 218 Parshley Street SW, Live Oak, Florida 32064 on **TUESDAY, May 30, 2023, at 10:00 a. m. or as soon thereafter** for Grant Administration of a Community Development Block Grant.

Responders must submit one (1) original and five (5) copies labeled on the outside of the envelope as **CLERK TO THE BOARD, 200 SOUTH OHIO AVENUE, LIVE OAK, FL 32064 SEALED RFP NO. 2023-07 GRANT ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT**

**For a proposal to be considered, it must be submitted by the deadline date and time. Proposals received after the deadline date and time will be retained by the Clerk of the Courts' Office unopened and will not be considered.**

Proposals must be signed by an official authorized to bind the Responder and shall contain a statement to the effect that the proposal is firm for a period of one (1) year with automatic renewal unless canceled in writing by either party within ninety (90) days prior to contracts' anniversary date.

This solicitation does not commit Suwannee County to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services. The Board of County Commissioners reserves the right to reject any or all proposals, to cancel in part or in its entirety this solicitation or re-advertise if it is in the best interest of the County to do so.

The Board of County Commissioners does not discriminate because of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

RFP documents are available from DemandStar, [suwanneecountyfl.gov](http://suwanneecountyfl.gov) or Suwannee County Administration, 13150 80<sup>th</sup> Terrace, Live Oak, FL 32060. Any questions concerning the scope of work should be directed to Shannon Roberts, at (386) 590-0732.

---

Franklin White, Chairman  
Suwannee County Board of County Commissioners

### **General Information**

1. Proposals will be considered as specified herein or attached under the terms and condition of this RFP.
2. Proposals must be made in the official name of the company or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind that person, partnership, company, or corporation submitting the statement. The proposal shall contain a statement to the effect that the proposal is firm for a period of one (1) year with automatic renewal unless canceled in writing by either party within ninety (90) days prior to contracts' anniversary date.
3. Responders are to include all applicable requested information and are encouraged to include any additional information they would like to have considered.
4. One (1) clearly identified original and five (5) copies of the proposal and supporting documentation are required.
5. Proposals will be received by the Clerk of the Court's Cashier's window until 4:00 p.m. on Friday, May 26, 2023. Proposals or amendments thereto, received after the deadline will be void, regardless of when they were mailed. Requests to withdraw a proposal will be accepted until Tuesday, May 23, 2023.
6. Proposals are to be mailed or hand delivered to:

Attention: Clerk to the Board  
Suwannee County Clerk of Court  
Cashiers Window  
200 South Ohio Ave  
Live Oak, FL 32064

The submitting responder is required to have printed on the outside of the envelope or wrapping container of his or her proposal the RFP number, opening date, and title.

7. Questions concerning specifications may be referred to Shannon Roberts, 13150 80th Terrace, Live Oak, FL 32060, Telephone (386) 590-0732, shannonr@suwcountyfl.gov.
8. RFP packets can be downloaded from Demand Star or the Suwannee County website.

**REQUEST FOR PROPOSAL No. 2023-07**  
**GRANT ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

The Suwannee County Board of County Commission hereby requests proposals from qualified individuals or firms to provide administration services for a Florida Department of Economic Opportunity (DEO) Community Development Block Grant (CDBG) in the Housing Rehabilitation category. Suwannee County has been awarded a CDBG grant in the amount of \$750,000 for the FFY 2021-22 funding cycle; therefore, procurement and contracting will follow CDBG regulations.

**Scope of Work**

Administration Services will include complete management and reporting for the project, with separate tracking for the funding source.

A scope of work outlining the tasks to be performed and a proposed cost must be included in the proposal.

**Qualifications**

Must be thoroughly familiar with the Community Development Block Grant program policies, application, process, and regulations.

**Preparation of Proposals**

1. All proposals should be completed and carefully worded and must convey all the information requested by the County. If significant errors are found in the responder's proposal, or the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of the responder's capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
3. Suwannee County reserves the right to reject any proposals received, and in all cases Suwannee County will be the sole judge as to whether a responder's proposal has or has not satisfactorily met the requirements of this RFP.
4. Any deviation from the requirements of this RFP must be listed separately and identified as such in the table of contents.

## **Submission Requirements**

To achieve a uniform review process and allow for adequate comparability, proposals must be organized in the manner specified below

1. RFP Summary Page (attached).
2. Price schedule/rates.
3. Briefly state your company's understanding of the work to be done and make a positive commitment to perform the work.
4. State whether your company has been involved in any litigation within the last five (5) years, arising out of your performance. Explain fully if it has been involved in any litigation. (Form Included)
5. If responding as a corporation, provide proof of incorporation, and physical location of office responsible for providing services.
6. Copy of licenses, if applicable.
7. Copy of insurance certificate.
8. E-Verify Form (attached).
9. Sworn entity Statement (attached).
10. Nondiscrimination Policy (attached)
11. Describe Experience (1 page).
12. Qualifications of staff, including number of years' experience performing similar tasks.
13. Outline of Proposed tasks to be performed.
14. Client References.



**Evaluation criteria that will be utilized in the selection of a grant administrator are as follows:**

1. The individual or firms' number of years of experience administering projects through the State of Florida Community Development Block Grant program. 20 points
2. The staff's number of years of experience administering projects through the State of Florida Community Development Block Grant program. 20 points
3. Outline of the proposed tasks to be performed. 20 points
4. Number of favorable client reference letters dated 2011 or later provided from other communities. (Only 1 per community accepted) 20 points
5. Fee or proposed fee basis. 20 points

In the event of a tie, if one of the businesses responding to this request is involved in the tie, and is minority or female owned, that business shall be ranked above the other business or businesses involved in the tie.

Proposals for CDBG Administration Services should include a fee for the services and an explanation or a basis for the fees proposed. Fees shall be lump sum for CDBG services.

Proposals will be accepted on an equal competitive basis. No proposal will be accepted from individuals or firms placed on the convicted vendor list following a conviction for a public entity crime.

Administration service contract(s) may be subject to grant/loan award and release of funds by the funding agency.

**SUWANNEE COUNTY SUPPORTS "EQUAL OPPORTUNITY EMPLOYMENT, FAIR HOUSING AND PROVIDING HANDICAP ACCESS".**

**RFP SUMMARY**  
**(MUST PRECEDE ALL RFP DOCUMENTS)**

---

**RESPONDER COMPANY NAME (Print or Type)**

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**ADDRESS**

---

**EMAIL ADDRESS AND PHONE NUMBER**

**RFP NUMBER:** 2023-07

**DESCRIPTION:** Grant Administration of a Community Development Block Grant

**DATE & TIME OF RFP OPENING:** May 30, 2023, at 10:00 a.m. or soon thereafter

**LOCATION FOR RFP OPENING:** Suwannee County Judicial Annex  
218 Parshley Street SW  
Live Oak, FL 32064

**TOTAL PROPOSAL AMOUNT IN FIGURES** (if necessary, include a separate page):

---

**TOTAL PROPOSAL AMOUNT IN WORDS:** \_\_\_\_\_

---

---

**Authorized Company Representative (Print or Type)**

---

**Signature of Authorized Company Representative**

---

**Date**

**IMPORTANT:**

**THIS RFP SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL  
RESPONDER DOCUMENTS**

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

- \_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_  
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)



## Administrative Services

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

Greg Scott, County Administrator

# Suwannee County Nondiscrimination Policy

## I. Policy Statement

Suwannee County Board of County Commissioners (hereinafter the Agency) does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

## II. Complaint Procedures

The Agency has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status in any Agency program, service or activity may file a complaint with the Agency Title VI/Nondiscrimination Coordinator:

Name: Paula Pennington  
Address: 13150 80<sup>th</sup> Terrace  
Live Oak, FL. 32060  
Email: [paulap@suwcountyfl.gov](mailto:paulap@suwcountyfl.gov)  
Phone: 386-364-3400

If possible, the complaint should be submitted in writing and contain the identity of the



## Administrative Services

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

Greg Scott, County Administrator

complainant; the basis for the allegations (i.e., of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance. The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter.

Greg Scott, County Administrator

Policy approval/revision date: 3/1/2022



# Board of County Commissioners

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

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Franklin White, Chairman

RFP 2023-07

**GRANT ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT  
SUWANNEE COUNTY, FL**

## **NONDISCRIMINATION POLICY ACKNOWLEDGEMENT**

\_\_\_\_\_ (Company Name) is familiar with the  
Suwannee County Board of County Commissioners Nondiscrimination Policy and is hereby committed to  
complying with same.

**Accepted By/Authorized Representative:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Please complete and submit this form with your RFP response**





## Board of County Commissioners

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

Franklin White, Chairman

**E-Verify for RFP No. 2023-07  
Grant Administration of a Community Development Block Grant  
Suwannee County, Florida**

Company/Entity: \_\_\_\_\_

RFP Number: \_\_\_\_\_

Description: \_\_\_\_\_

The Company acknowledges and agrees to utilize the U. S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Suwannee County.



**REFERENCES**

List three (3) local government entities the company has done business with during the past five (5) years.

1. Company name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone or e-mail \_\_\_\_\_  
Short description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Company name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone or e-mail \_\_\_\_\_  
Short description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Company name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Contact Phone or e-mail \_\_\_\_\_  
Short description of project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP No. 2023-07  
GRANT ADMINISTRATION OF A  
COMMUNITY DEVELOPMENT BLOCK GRANT  
Suwannee County, FL**

**FAILURE TO PERFORM QUESTIONNAIRE**

Name of Company: \_\_\_\_\_

1. Has the company been involved in any litigation within the last (5) five years for failure to perform?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has a bond company or other insurance been utilized to complete a project for the company within the last (5) five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Checklist for  
RFP No. 2023-07  
GRANT ADMINISTRATION OF A  
COMMUNITY DEVELOPMENT BLOCK GRANT  
Suwannee County, Florida**

- RFP Summary Page
- Sworn Entity Statement
- Copies of Applicable Business & Professional Licenses
- Proof of Insurance
- Nondiscrimination Acknowledgement
- E-Verify Form
- References
- Failure to Perform Questionnaire
- Any other documents in accordance with specifications
- Submission of one (1) original and five (5) copies of RFP



# Suwannee County Fire Rescue

13530 80<sup>th</sup> Terrace Live Oak, FL 32060

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Eddie Hand, Fire Chief

## Executive Summary

### Objective:

Issue a Certificate of Public Convenience and Necessity (COPCN) to AmeriPro EMS for Interfacility Transports pending County Attorney Approval.

### Description:

Due to Suwannee County Fire Rescue discontinuing Non-Emergency Interfacility Transports, the Board of County Commissioners must issue Certificates of Public Convenience and Necessity (COPCN) to Ambulance Companies requesting to provide this service in Suwannee County. This COPCN would be limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Requested Action:


We respectfully request Suwannee County Board of County Commissioners issue Ameripro EMS a COPCN (pending County Attorney Approval) limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Budget Impact:

None

Respectfully submitted:

Dated: April 18, 2023

  
Eddie Hand  
Fire Chief



April 6, 2023

Chief Eddie Hand  
Suwannee County Fire Rescue  
13530 80<sup>th</sup> Terrace  
Live Oak, FL 32060

Dear Chief Hand,

In December of 2020, AmeriPro EMS expanded our services by opening a base of operations in Lake City, Florida. We have since provided 24/7 Critical Care Transport Interfacility Ambulance Services for HCA Lake City Medical Center. As needed and approved by Suwannee County Fire Rescue, we have also had the privilege of responding during surge situations to the HCA Freestanding Emergency Department.

As the interfacility transport demand increases in Suwannee County which at times can burden Fire-Rescue and compromise 911 services to your community, we would like to express our interest in participating in the COPCN process within Suwannee County for consideration of providing interfacility ambulance services for healthcare facilities within your county.

If supported within the County Commission and Department of Fire-Rescue, we will enthusiastically complete all required COPCN applications and supportive documentation for consideration by the County Commissioners.

Thank you in advance for your consideration of our COPCN application request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Marvin N. McLellan".

Marvin McLellan  
Chief Operating Officer





# Suwannee County Fire Rescue

13530 80<sup>th</sup> Terrace Live Oak, FL 32060

---

Eddie Hand, Fire Chief

## Executive Summary

### Objective:

Issue a Certificate of Public Convenience and Necessity (COPCN) to Legacy of North Florida, Inc. for Interfacility Transports pending County Attorney Approval.

### Description:

Due to Suwannee County Fire Rescue discontinuing Non-Emergency Interfacility Transports, the Board of County Commissioners must issue Certificates of Public Convenience and Necessity (COPCN) to Ambulance Companies requesting to provide this service in Suwannee County. This COPCN would be limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Requested Action:


We respectfully request Suwannee County Board of County Commissioners issue Legacy of North Florida, Inc. a COPCN (pending County Attorney Approval) limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Budget Impact:

None

Respectfully submitted:

Dated: April 18, 2023

  
Eddie Hand  
Fire Chief



April 7, 2023

Suwannee County Board of County Commissioners

Reference: Certificate of Public Convenience and Necessity

To Whom it May Concern:

Legacy of North Florida, Inc. is a local, veteran owned ambulance service headquartered in Columbia County, Florida. We are a state certified ALS and BLS ambulance transport provider. We are requesting a Certificate of Public Convenience and Necessity from Suwannee County Board of County Commissioners. Over the last 3 years of our operation, Legacy of North Florida, Inc. has assisted Suwannee County with Interfacility transports. There will continue to be a need to transport Suwannee County residents to hospitals of higher care. Our record for customer service, professionalism, and reliability is well known within the industry. While we are not large enough to support the entire county 24/7, there will always be a need for honest and professional transports for individuals on a case by case basis. We appreciate your consideration on this matter and look forward to continue working with the Board and citizens of Suwannee County.

Sincerely,

*Michael D. Minton*

Michael D. Minton



# Suwannee County Fire Rescue

13530 80<sup>th</sup> Terrace Live Oak, FL 32060

---

Eddie Hand, Fire Chief

## Executive Summary

### Objective:

Issue a Certificate of Public Convenience and Necessity (COPCN) to Liberty Ambulance Service for Interfacility Transports pending County Attorney Approval.

### Description:

Due to Suwannee County Fire Rescue discontinuing Non-Emergency Interfacility Transports, the Board of County Commissioners must issue Certificates of Public Convenience and Necessity (COPCN) to Ambulance Companies requesting to provide this service in Suwannee County. This COPCN would be limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Requested Action:

We respectfully request Suwannee County Board of County Commissioners issue Liberty Ambulance Service a COPCN (pending County Attorney Approval) limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### Budget Impact:

None

Respectfully submitted:

Dated: April 18, 2023

Eddie Hand  
Fire Chief





April 10, 2023

Eddie Hand  
Fire Chief  
Suwannee County Fire Rescue  
13530 80<sup>th</sup> Terrace  
Live Oak, FL 32060

Dear Sir,

Liberty Ambulance Service would like to request a Certificate of Public Convenience Necessity (COPCN) for the purpose of transporting emergency and non-emergency patients from interfacility locations within Suwannee County.

Liberty Ambulance Service currently has a COPCN in Columbia County, with our closest station to both counties, Suwannee and Columbia, being in Baker County in Macclenny, Florida. We currently hold COPCN's in six counties: Duval, Nassau, Baker, Union, Columbia, and Clay.

Liberty Ambulance Service has been serving the citizens of Northeast Florida for 39 years and is the last privately owned and operated service in the area.

We look forward to working with Chief Hand and Suwannee County Fire/Rescue and assisting, provided units are available, in any way we can upon request for mutual aid assistance from the Chief or his/her designee.

Thank you for your time and consideration in this matter.

Respectfully,

Danny Cribbs, PMD  
Liberty Ambulance Service  
1626 Atlantic University Cir  
Jacksonville, Florida. 32207  
Office 904-721-0008 Ext 232  
Mobile 904-509-2413

1626 ATLANTIC UNIVERSITY CIRCLE  
JACKSONVILLE, FLORIDA 32207  
TELEPHONE: (904) 721-0008

# SUWANNEE COUNTY

## Planning & Zoning

### Executive Summary LDR 23-02

Objective: Text amendment number LDR 23-02 to amend the text of the Land Development Regulations by deleting RV Parks and Campgrounds from Special Exceptions heard by the Zoning Board of Adjustment and adding them to Special Permits heard by the Board of County Commissioners in the A-1 zoning and CHI zoning districts and including other uses which are compatible with the district. Adding standards to the supplementary regulations for RV Parks and Campgrounds

Considerations: The application and supporting documentation is a result of the workshops held by the BOCC to address RV Parks and Campgrounds after the decision was made to amend requirements for Recreational Vehicle permits. The amendment was presented to the Planning & Zoning Board at its March 30, 2023 meeting and recommended for approval.

Recommendation: This is the first of two required public hearings for adoption of the amendment. This first public hearing would allow for public comment and comment from the Commission before the adoption hearing.

Respectfully submitted,



Ron Meeks,

Development Services Director

**SUWANNEE COUNTY**  
**LAND DEVELOPMENT REGULATIONS AMENDMENT**  
**APPLICATION**

Name of Applicant(s): Suwannee County \_\_\_\_\_

Address: 13150 80<sup>th</sup> Terrace \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32060 \_\_\_\_\_

Telephone: 386-364-3401 \_\_\_\_\_

Name of Applicant's Agent (if applicable): Ronald Meeks \_\_\_\_\_

Address: 224 Pine Ave \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32064 \_\_\_\_\_

Telephone: 386-364-3401 \_\_\_\_\_

Please complete the following for proposed amendments to the Official Zoning Atlas.  
For amendments to the text of the Land Development Regulations, which do not require an  
Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this  
Application.

---

**PART I**

Legal Description: N/A

Total acreage of land to be considered under this amendment: N/A \_\_\_\_\_

Present Use: N/A \_\_\_\_\_

(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: N/A \_\_\_\_\_

Requested: N/A \_\_\_\_\_

Future Land Use Plan Map Category: N/A \_\_\_\_\_

**APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS**

**PART II**

**For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.**

**See Attached**

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

\_\_\_\_\_ was made with respect to these premises, Application No.

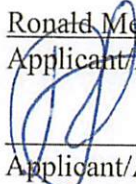
X  was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Ronald Meeks

Applicant/Agent Name (Type or Print Name)

  
Applicant/Agent Signature

3-1-23

Date

FOR OFFICE USE ONLY

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

Application No: \_\_\_\_\_

Fee Amount: \_\_\_\_\_

Receipt No. \_\_\_\_\_

Date of Planning and Zoning Board Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date of Local Planning Agency Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date(s) of Board of County Commissioners Public Hearing(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Date(s) notice published: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date Notice of Enactment of Ordinance published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Board of County Commissioners decision: \_\_\_\_\_

(Granted/Denied)

**Proposed changes with LDR 23-02 text amendment**

4.4.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

**In A-1 Districts:**

A. Special Exceptions (see Articles 12 & 13)

7. Recreational activities such as racetracks and speedways; golf courses; country clubs; tennis and racquet clubs; golf and archery ranges; rifle, shotgun, and pistol ranges; ~~travel trailer parks or campgrounds~~, day camps, hunting or fishing camps; and similar uses.

B. Special Permits (see Article 14.6)

13. RV Parks or Campgrounds (see Section 4.19.24)

14. Other similar uses which are compatible with the character of the district

4.14.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

**In CHI Districts:**

A. Special Exceptions (see Articles 12 & 13)

2. ~~Travel-trailer parks or campgrounds (see Section 20.24)~~

B. Special Permits (see Article 14.6)

3. RV Parks or Campgrounds (see Section 4.19.24)

4. Other similar uses which are compatible with the character of the district

4.19.24 ~~TRAVEL TRAILER PARKS AND CAMPGROUNDS~~ RV PARKS AND CAMPGROUNDS

The following regulations apply to the construction and operation of ~~travel-trailer parks and Campgrounds~~ RV Parks and campgrounds.

1. Sites in ~~travel-trailer parks and campgrounds~~ RV parks and campgrounds shall be occupied primarily by travel trailers, pickup coaches, tents, camping trailers and other vehicular accommodations.

2. Each site in a ~~travel-trailer park or campground~~ RV Park or campground shall be at least twelve hundred (1,200) sq ft in area. No part of a travel trailer or other unit placed on a

Words that have been ~~struck through~~ have been deleted

Words that are underlined have been added

~~travel-trailer park or campground~~ RV park or campground site shall be closer than twenty-five (25) feet to any lot line.

3. RV parks and campgrounds shall be limited to property accessing a collector or arterial road.
4. In A-1 zoning districts, RV parks and campgrounds shall not be located closer than five (5) miles from the nearest boundary of an existing RV park and campground.

Words that have been ~~struck through~~ have been deleted  
Words that are underlined have been added



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 23-02, BY THE BOARD OF COUNTY COMMISSIONERS; BY DELETING SECTION 4.4.5 (A) (7) SPECIAL EXCEPTIONS TRAVEL TRAILER PARKS OR CAMPGROUNDS AND ADDING 4.4.5 (B) (13) RV PARKS AND CAMPGROUNDS (14) OTHER SIMILAR USES WHICH ARE COMPATIBLE WITH THE CHARACTER OF THE DISTRICT AS A SPECIAL PERMIT. BY DELETING SECTION 4.14.5 (A) (2) SPECIAL EXCEPTIONS TRAVEL TRAILER PARKS OR CAMPGROUNDS AND ADDING SECTION 4.14.5 (B) (3) RV PARKS OR CAMPGROUNDS (4) OTHER SIMILAR USES WHICH ARE COMPATIBLE WITH THE CHARACTER OF THE DISTRICT AS A SPECIAL PERMIT IN THE COMMERCIAL HIGHWAY INTERCHANGE ZONING DISTRICT CHANGING THE TITLE OF SECTION 4.19.24 FROM TRAVEL TRAILER PARKS OR CAMPGROUNDS TO RV PARKS AND CAMPGROUNDS AND ADDING CRITERIA FOR SUCH. PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3243, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Suwannee County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Suwannee County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required a public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, pursuant to Section 125.01, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;



WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 23-02, by the Board of County Commissioners, to amend the text of the Land Development Regulations, as follows:

#### 4.4.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

##### **In A-1 Districts:**

A. Special Exceptions (see Articles 12 & 13)

7. Recreational activities such as racetracks and speedways; golf courses; country clubs; tennis and racquet clubs; golf and archery ranges; rifle, shotgun, and pistol ranges; ~~travel trailer parks or campgrounds~~, day camps, hunting or fishing camps; and similar uses.

B. Special Permits (see Article 14.6)

13. RV Parks or Campgrounds (see Section 4.19.24)

14. Other similar uses which are compatible with the character of the district

#### 4.14.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

##### **In CHI Districts:**

A. Special Exceptions (see Articles 12 & 13)

2. ~~Travel trailer parks or campgrounds (see Section 20.24)~~

B. Special Permits (see Article 14.6)

3. RV Parks or Campgrounds (see Section 4.19.24)

4. Other similar uses which are compatible with the character of the district

#### 4.19.24 TRAVEL TRAILER PARKS AND CAMPGROUNDS RV PARKS AND CAMPGROUNDS

The following regulations apply to the construction and operation of ~~travel trailer parks and Campgrounds~~ RV Parks and campgrounds.

1. Sites in ~~travel trailer parks and campgrounds~~ RV parks and campgrounds shall be occupied primarily by travel trailers, pickup coaches, tents, camping trailers and other vehicular accommodations.
2. Each site in a ~~travel trailer park or campground~~ RV Park or campground shall be at least twelve hundred (1,200) sq ft in area. No part of a travel trailer or other unit placed on a ~~travel trailer park or campground~~ RV park or campground site shall be closer than twenty-five (25) feet to any lot line.
3. RV parks and campgrounds shall be limited to property accessing a collector or arterial road.
4. In A-1 zoning districts, RV parks and campgrounds shall not be located closer than five (5) miles from the nearest boundary of an existing RV park and campground.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
Barry A. Baker, County Clerk

\_\_\_\_\_  
Franklin White, Chairman

# SUWANNEE COUNTY

## Planning & Zoning

Executive Summary SPTU-23-03-01

Objective: Special Permit for Temporary Use requesting a temporary firework tent sale to be conducted June 26, 2023 through July 5, 2023 by American Promotional Events DBA TNT Fireworks. Site location is the Walmart parking lot.

Considerations: The application and supporting documentation outline the request of the tent sale. Applicant will also have a permit and inspection from the Suwannee County Fire Marshall's office. The application was recommended for approval by the Planning and Zoning Board at its March 30, 2023 meeting.

Recommendation: We recommend approval and adoption of the resolution allowing for the temporary firework tent sale.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR  
ZONING SPECIAL PERMIT

Name of Title Holder(s): Walmart Stores East LLC  
Address: 6868 US Hwy 129 City, State, Zip: Live Oak, FL 32080  
Phone Number: 912-320-9309  
Agent's Name & Address (if applicable): American Promotional Event DBA TNT FIREWORKS  
Phone Number: 912-320-9309

Please provide the following information:

1. Legal Description: Parking Lot of Walmart Store  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: Go west on I 10 take exit towards 129 S, Walmart is on the Left  
\_\_\_\_\_  
\_\_\_\_\_

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: 30 x 40 Tent to sell fireworks  
\_\_\_\_\_  
\_\_\_\_\_

4. Has a zoning application been applied for on the subject property in the past? yes. If so, please provide the Application No.: resolution # 2018-13

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: JUNE 26, 2023- JULY 5, 2023  
\_\_\_\_\_

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS AND ALL INFORMATION PROVIDED IN ANY PAPERS OR PLANS SUBMITTED HEREMTH ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Laura Martin \_\_\_\_\_ 12/14/2022 \_\_\_\_\_  
Signature of Title Holder(s) Date

FOR OFFICE USE ONLY

Zoning District: \_\_\_\_\_ Land Use Plan Map Category: \_\_\_\_\_

Date Filed: \_\_\_\_\_ Special Permit Request No. \_\_\_\_\_

Fee amount: \$650 \_\_\_\_\_

Date hearing held: \_\_\_\_\_

Action by Board: \_\_\_\_\_  
(Granted, Denied, etc.)

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Planning & Zoning Director Date  
Suwannee County, Florida

AUTHORIZATION FOR AGENT TO REPRESENT OWNER(S)

IN ZONING/LAND USE MATTERS

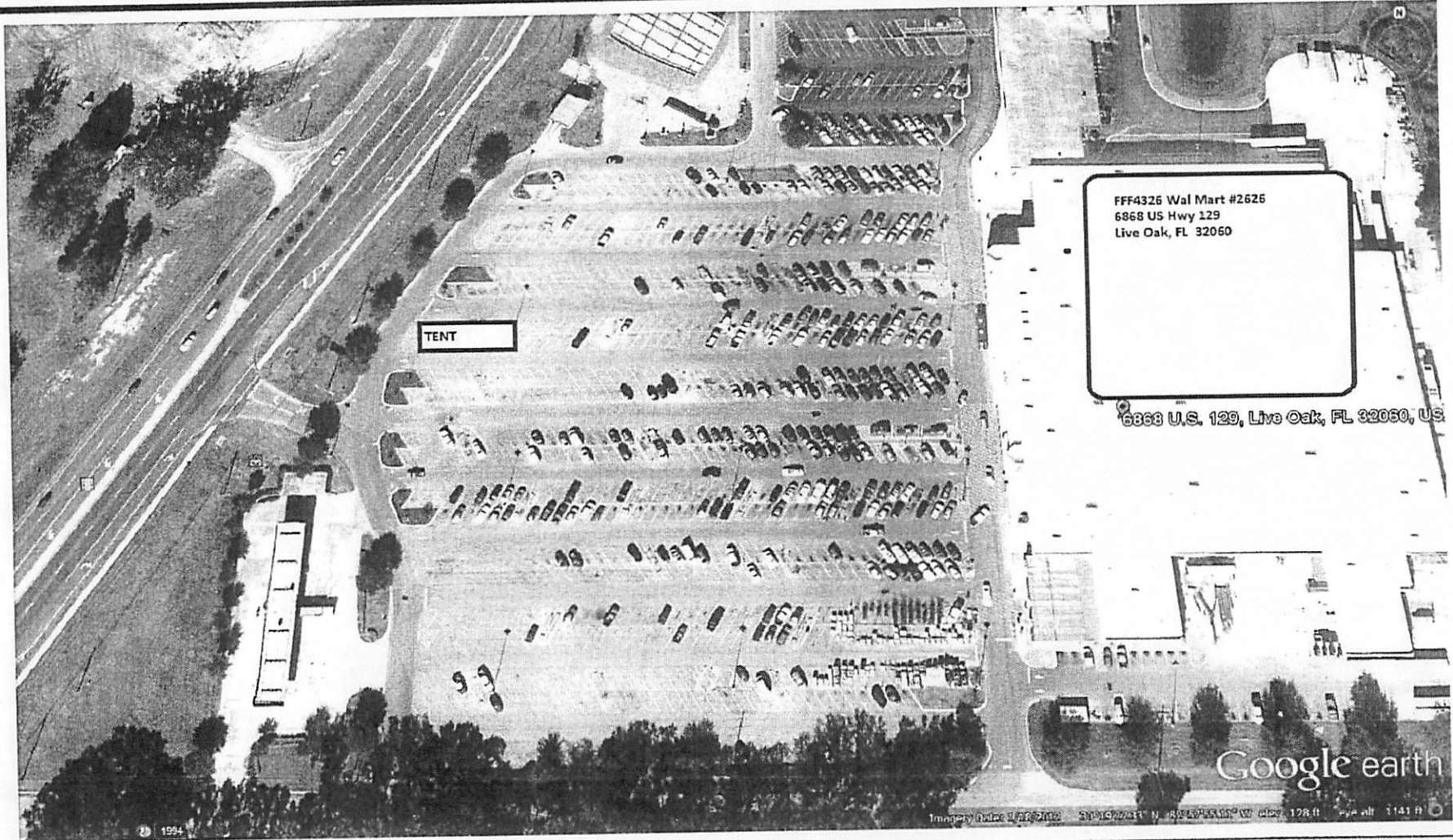
I (We), the undersigned owner(s), do hereby authorize TNT Fireworks/ American Promotional Events  
to act as my (our) agent in any and all zoning/land use requests and to represent us at all  
zoning/land use hearings pertaining to the following described real estate:

\_\_\_\_\_  
Date See Attached Permission Letter  
Owner

\_\_\_\_\_  
Owner

Store: Walmart<sup>2626</sup> Address: 6868 US-129 LIVE OAK FL

Location#: FFF4326



**TNT Fireworks Contact:**

Name: LAURA MARTIN

Email Address: martinl@tntfireworks.com

Phone Number: 912-320-9309

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

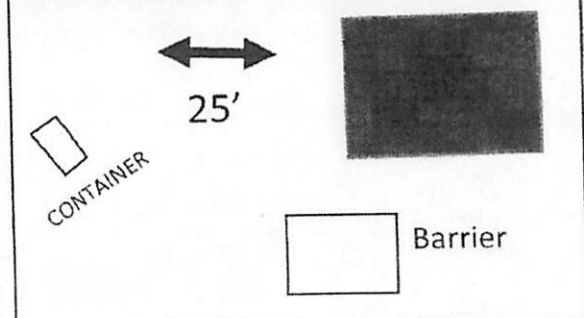
**Store Manager spoke with:**

Name: \_\_\_\_\_

Site Map reviewed: Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_





702 SW 8<sup>th</sup> Street  
Bentonville, AR 72716  
Pete.Rosen@walmart.com

August 15, 2022

To Whom It May Concern,

American Promotional Events, Inc. dba TNT Fireworks is an approved National Supplier to conduct fireworks promotions on our Walmart parking lots where this type of promotion is legal. All stores have been researched and approved by the Walmart Realty Department. The approximate time frame for the promotions are:

- December 26<sup>th</sup>, 2022 through and including January 10<sup>th</sup>, 2023.
- June 12<sup>th</sup>, 2023 through and including July 12<sup>th</sup>, 2023 with the exception of Utah which has an additional selling period through the end of July for Pioneer Days.

American Promotional Events, Inc. dba TNT Fireworks is authorized to sign for and obtain all necessary permits and/or licenses for the promotion and must display such permits and/or licenses at each stand/tent. Walmart grants permission for all patrons of the sale to utilize the restroom facilities at each participating store.

An American Promotional Events, Inc. dba TNT Fireworks representative will call you to introduce the company and discuss your participation in the event. Participation is encouraged and does add additional income to your other income account. Store Management must approve the store's participation and placement on the parking lot.

Thank you in advance for your cooperation in this matter and if you have any questions, please contact TNT Fireworks at 256-767-7142.

Best Regards,

DocuSigned by:

*Pete Rosen*

377556218E43439...

Pete Rosen

Manager II

Walmart Retail Services





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 11/1/2022 11/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE <b>INSURER A: Everest Indemnity Insurance Company</b>		NAIC # <b>10851</b>
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES      CERTIFICATE NUMBER: 12309418      REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	S18GL00242221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured: PPF4326; Property located at Walmart #2626 6868 US Hwy 129 Live Oak, FL 32060; Michael White; Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b> 12309418 WALMART STORES, INC 702 SW 8TH STREET BENTONVILLE AR 72716	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Certificate of Flame Resistance

**ISSUED BY:**

EUREKA! TENTS / a div. of Johnson Outdoors Gear LLC  
BINGHAMTON, NEW YORK 13902

*Manufacturers of the Finest  
Tent Products Described Herein*



DEALER NAME: Panache Tent

ADDRESS: 106 TRADE CIRCLE WEST

CITY: PORT SAINT JOE STATE/ZIP: FL 32456



**This is to certify that the products herein have been manufactured from material inherently flame retardant as here after specified by the material supplier.**

**Certification is hereby made that:** The articles described on this certificate have been manufactured with an approved flame retardant chemical that was tested and passed the following codes: California State Fire Marshal Code, NFPA-701, Underwriters Laboratory of Canada (ULC-S109-M87) and (ULC-S109-2003).

Description of Item certified: EFS - 20' Ends

**Flame Retardant Process Used Will Not Be Removed By Washing And  
Is Effective For The Life Of The Fabric**

A handwritten signature in black ink, appearing to read "W. J. Johnson".

TENT DEPARTMENT, JOHNSON OUTDOORS GEAR LLC





### Suwannee County Property Appraiser

**2016 Tax Roll Year**

updated: 6/14/2017

Parcel: 12-02S-13E-0495500.2000

<< Next Lower Parcel    Next Higher Parcel >>

Show Tax Record	Tax Estimator	Property Card
Parcel List Generator	GIS Map	Print

Search Result: 1 of 1

#### Owner & Property Info

Parcel Number	12-02S-13E-0495500.2000
Owner's Name	WAL-MART STORES EAST LP
Mailing Address	P O BOX 8050 MS0555 STORE #2626 BENTONVILLE AR 727168050
Site Address	6868 US HWY 129 LIVE OAK
DOR Code	(1100) - STORES ONE STORY
Tax District	CO - S/T/R 12/02S/13E County
Acreage	20.69 AC      Map 000097
Exemptions	() -
Description	The following is not to be used as the Legal Description for this parcel in any legal transaction.  LEG 20.69 ACRES FOR POINT OF REF COMM AT A SPIKE AN DISC MARKING THE SE COR OF THE NE 1/4 OF SE 1/4 OF SEC 12 THENCE RUN ALONG T ...more>>>

#### GIS Aerial



#### Property & Assessment Values

2016 Certified Values	
Mkt Land Value	\$448,973.00
Ag Land Value	\$0.00
Building Value	\$4,342,040.00
XFOB Value	\$603,151.00
Mkt Assessed Value	\$5,394,174.00
Assessment Value	\$5,394,174.00
Exempt Value	\$0.00
Total Taxable Value	\$5,394,174.00

#### 2017 Working Values

**NOTE:**  
2017 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

Show Working Values

#### Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Inst.Type	Sale VII	Sale Price
3/1/2009	1523/163	WD	I	\$100.00
11/1/1997	657/304	WD	V	\$393,300.00

#### Building Characteristics

Bldg #	Bldg Desc	Year Blt	Base Area	Stories
1	MASONRY C (DEPART STO)	1998	148644	1
Note: All S.F. calculations are based on exterior building dimensions.				

#### Extra Features & Out Buildings

Features									
OP-SHEL-FL	COMM ASPHA	COMM CONC	COMM ASPHA	COMM CONC	COMM CONC	COMM CONC	COMM CONC	LD DOCK	CH LNK COM
SPRINKLER									

SUWANNEE COUNTY  
RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT FOR TEMPORARY USE AS AUTHORIZED UNDER SECTION 14.10.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT FOR TEMPORARY USE TO ALLOW A TEMPORARY FIREWORK TENT SALE ON PROPERTY ZONED COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits for temporary use, as authorized under Section 14.10.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit for Temporary Use Request No. SPTU-22-10-01, to hold a fireworks tent sale has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.10.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition for temporary firework tent sale on property zoned CI; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit for temporary use would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district
- c) The petitioner has proposed refuse and service areas, with particular reference to the items

- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit for temporary use is generally compatible with adjacent properties, other property in the district, and natural resources, and

WHEREAS, the Board of County Commissioners has determined and found that

- a) The proposed use would be in conformance with the County's Comprehensive Plan;
- b) The proposed use is compatible with the established land use pattern;
- c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
- d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
- e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
- f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
- g) The proposed use will not create a drainage problem
- h) The proposed use will not seriously reduce light and air to adjacent areas
- i) The proposed use will not affect property values in the area
- j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
- k) The proposed use is not out of scale with the needs of the neighborhood or the community

WHEREAS, the petitioner obtained a recommendation of approval from the Planning & Zoning Board on March 30, 2023.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by American Promotional Events DBA TNT Fireworks for a temporary fireworks tent sale on property zoned CI on certain lands within the County as described as follows:

LEG 20.69 ACRES FOR POINT OF REF COMM AT A SPIKE AN DISC MARKING THE SE COR OF THE NE 1/4 OF SE1/4 OF SEC 12 THENCE RUN ALONG THE EAST BOUNDARY OF SEC 12 N 01 DEG 24'02 W 40.30 FT TO A CON- CRETE MONUMENT (PLS 2245) MARKING THE NORTHERLY MAINTAINED R/W LINE OF SKEEN RD (70TH ST) AND THE POB THENCE ALONG SAID NORTHERLY MAINT R/W LINE S 87 DEG 24'12 W 1373 FT TO A CONCRETE MONUMENT (PLS 2245) MARKING THE EASTERLY R/W LINE OF ST RD#51 THENCE ALONG SAID EASTERLY R/W LINE FOR FOLLOWING 3 COURSES:1 NORTH 26 DEG 55'14 E 486.61 FT TO A CONCRETE MONUMENT (2) THENCE RUN N 23 DEG 58'51 E 200.25 FT TO A CONCRETE MONUMENT (3)THENCE N 26 DEG 50'50 E 36.13 FT TO A CONCRETE MONUMENT THENCE LEAVING SAID EASTERLY R/W LINE THENCE N 87 DEG 24'12 E 239.04 FT TO A CONCRETE MONUMENT THENCE N 02 DEG 35'48 W 279.98 FT TO A CONCRETE MONUMENT THENCE N 89 DEG 05'36 W 79.70 FT TO A CONCRETE MONUMENT ON THE AFOREMENTIONED EASTERLY R/W LINE OF ST RD#51 THENCE ALONG EASTERLY R/W LINE N 26 DEG 50'50 E 59 FT TO A CONCRETE MONUMENT THENCE LEAVING SAID EASTERLY R/W LINE S 87 DEG 11'59 E 86.55 FT TO A CONCRETE MONUMENT THENCE S 02 DEG 35'48 E 336.07 FT TO A CONCRETE MONUMENT THENCE N 87 DEG 24'12 E 187.26 FT TO CONCRETE MONUMENT THENCE S 47 DEG 35'48 E 40.07 FT TO A CONCRETE MONUMENT THENCE N 87 DEG 24'12 E 76.95 FT TO A CONCRETE MONU MENT THENCE N 26 DEG 52'06 E 41.92 TO A CONCRETE MONUMENT THENCE N 87 DEG 24'12 EAST A DISTANCE OF 139.31FT TO A CONCRETE MONUMENT THENCE N 42 DEG 24'12 E A DISTANCE OF 14.14 FT TO A CONCRETE MONUMENT THENCE N 2 DEG 35'48 W A DISTANCE OF 106.25 FT TO A CONCRETE MONUMENT THENCE N 88 DEG 35'58 E A DISTANCE OF 24 FT TO A CONCRETE MONUMENT THENCE N01 DEG 24'02 W A DISTANCE OF 536 FT TO A CONCRETE MONUMENT THENCE N 88 DEG 35'58 E A DISTANCE OF 280.43 FT TO A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF SAID SECTION 12 THENCE ALONG THE EASTERLY BOUNDARY OF SAID SECTION 12 SOUTH 01 DEG 24'02 E A DISTANCE OF 1277.72 FT TO THE POB



The Board of County Commissioners approves a special permit for temporary use for a fireworks tent sale beginning June 26, 2023 and ending July 5, 2023 for said property, subject to the conditions if any listed-on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 18th day of April 2023

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

By \_\_\_\_\_  
Franklin White, Chairman

ATTEST:

\_\_\_\_\_  
Barry Baker, Clerk



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Discuss, with possible Board action, offers on surplus property located on 74<sup>th</sup> St, Parcel ID 17-02S-12E-09961-004002.

**Considerations:** The Board approved a sale price of \$42,500 on January 3<sup>rd</sup>, 2023. The opening of offers was on April 6<sup>th</sup>, 2023, at 10:00 am.

**Recommendation:** Upon your selection of the offer, direct staff to proceed with notification and closing of the selected offer for the 74<sup>th</sup> St property.

Respectfully submitted,

Greg Scott,

County Administrator





0 110 220 330 440 550 660 770 880 990 1100

**Suwannee County Property Appraiser** Ricky Gamble, CFA | Live Oak, Florida | 386-362



Discussion continued on the finance software conversion and that several other Clerks and Sheriffs in Florida already had the same software to which the County was shifting.

Commissioner Mobley moved to approve the Clerk retaining \$40,000 of the \$144,472 in excess funds that he would be returning to the Board from the last fiscal year, to be used for finance software conversion, with any money left over to be returned to the County upon completion of the project. Commissioner Land seconded, and the motion carried unanimously.

**GENERAL BUSINESS:**

**The tenth item on the agenda** was to discuss, with possible Board action, establishing a sale price of surplus property located on 74<sup>th</sup> Street, Parcel ID No. 17-02S-12E-09961-004002.

County Administrator Scott discussed the parcel in some detail, suggesting that the County look at removing the dilapidated buildings and setting a price for the land.

Commissioner Land asked about lowering the price below the appraised value to account for the purchaser removing the buildings instead of the County doing so. County Attorney Prevatt replied that the Board could choose to do so with a 4-1 vote.

Some discussion ensued on a proposed price and County Attorney Prevatt noted that the County could choose to go with the highest bid, even if it was lower than the price set by the Board.

Commissioner Land moved to set a price of \$42,500 for surplus property located on 74<sup>th</sup> Street, Parcel ID No. 17-02S-12E-09961-004002, with the buyer to remove the buildings. Commissioner Mobley seconded, and the motion carried unanimously (5-0). County Attorney Prevatt asked that the 5-0 vote be specifically listed in the minutes for clarity's sake.

It being after 5:15 p.m., Chairman White moved to Time Specific items.

# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

# **PUBLIC CONCERNS AND COMMENTS**



# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS**

