

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

TENTATIVE AGENDA FOR APRIL 2, 2024, 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 to address concerns regarding all items on the consent agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- 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 to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

APPROVAL OF MINUTES:

1. March 19, 2024 – Regular Meeting

PUBLIC CONCERNS AND COMMENTS:

CONSENT:

2. Approval of payment of processed invoices.
3. Acceptance of transfer of Florida Department of Transportations and Florida Department of Environmental Protection permits for 180th Street Bridge.

4. Adoption of Resolution re-appointing Teena Peavy and Charissa Setzer to the Original Florida Tourism Task Force.
5. Adoption of Resolution proclaiming April 2024 as “Child Abuse Prevention Month.”
6. Approval to hold the May 7, 2024, regularly scheduled Board meeting at Live Oak City Hall, 101 White Avenue S.E., Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.
7. Approval to hold the May 21, 2024, regularly scheduled Board meeting at Exhibition II, 1302 S.W. 11th Street, Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.
8. Approval of a 2-year lease agreement with Ring Power for one (1) CAT 140GC motor grader. Budget impact: \$66,940.49 to be paid annually from the Road Department budget.
9. Approval of Change Order #2A with Curt’s Construction, Inc. in the amount of \$18,400.95 due to reworking the existing lime rock and asphalt base overlay with 1.5” of Superpave on the Suwannee River Greenway at Branford SunTrail project. Budget impact: to be paid from grant proceeds.
10. Approval of Public Library Construction Grant Agreement with the State of Florida, Department of State for the construction of the Branford Public Library expansion project.
11. Adoption of Resolution authorizing County Administrator to execute Florida Department of Transportation grant #FM 443402-02 for the 169th Road rail crossing replacement.
12. Authorize the return of \$29,450 to the Clerk of Court from excess funds remitted to the County from Fiscal Year 2022-2023.
13. Authorization to advertise for the demolition of the Conflerworth Building and the Hog and Steer Barns at the Suwannee County Fair Complex.
14. Authorization to advertise for Request for Qualifications regarding Professional Planning and Design, Feasibility/Master Plan Studies and other related services throughout the County for Parks and Recreation.

TIME-SPECIFIC ITEMS:

15. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to discuss final budget amendments for Fiscal Year 2022-2023. (Keith Gentry, Finance Director)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

16. **Additional Agenda Items.** The Chairman calls for additional items.
17. Administrator's comments and information.
18. 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 Travis Land and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman Land called the meeting to order at 5:30 p.m. and asked Commissioner Hale to lead the invocation and Commissioner White 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 5, 2024 regular meeting.

Chairman Land noted an addition to Page 370 regarding the 184th Street right-of-way acquisition. The minutes needed to reflect that the County would pay for both moving the gate and the fence. The Deputy Clerk made the necessary corrections.

Commissioner Perkins moved to approve the minutes of the March 5, 2024 Regular meeting, as amended. Commissioner Mobley seconded, and the motion carried unanimously.

PUBLIC CONCERNS AND COMMENTS:

Mrs. Charlene Moss, 5984 Wiggins Road, thanked the Board for all the work they did for the County and for striving to do what was best for citizens.

Mr. Keith Broaders, 201 Rancheras Street, NW, announced his free class on the Constitution this Saturday at 2 p.m. at City Hall; he invited everyone to attend.

Ms. Alicia Mincy, 16567 76th Street, thanked the Board for their help after she lost her home after Hurricane Idalia; she greatly appreciated the assistance received from the Commissioners after the storm.

It being after 5:35 p.m., Chairman Land moved to Time Specific Items.

TIME-SPECIFIC ITEMS:

The seventh item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider Special Permit Request No. SP-24-03-01 by Vickie Clark Music DePratter to be granted a special permit under Section 4.4.5 (B)(13) of the Suwannee County Land Development Regulations for a 139-site RV Park and Campground.

Chairman Land opened the public hearings.

County Attorney Morrison swore in all those wishing to speak.

Development Services Director Ronald Meeks discussed the application for the 139-site RV Park and Campground, noting the 31.87-acre property was located in Section 10, Township 3, Range 11 with access off CR 250 just east of Dowling Park. He noted the proposed layout and access, as well as additional permits for plumbing and utilities that would be necessary if this application was approved. Director Meeks entered the file into the record, which was accepted as Exhibit 1.

Chairman Land opened the floor to public comments. There being none, the floor was closed to public comments.

Chairman Land noted that this RV park was in his district, and he had not received any calls or concerns regarding the campground. Director Meeks added that he also had not received any complaints.

Commissioner White moved to approve a resolution adopting Special Permit Request No. SP-24-03-01 by Vickie Clark Music DePratter to be granted a special permit under Section 4.4.5 (B)(13) of

the Suwannee County Land Development Regulations for a 139-site RV Park and Campground. Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2024-25)

The eighth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings regarding LDR 24-01, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations by adding Section 14.11(b)(11) relating to backup generators on tower construction and co-location of equipment.

Director Meeks discussed the application, noting the need for the text amendment arose in response to issues with extended loss of cell service seen after Hurricane Idalia due to lack of cell tower generators. Since then, the Board had approved new communication towers with the added condition that a backup generator for the tower and any co-locator equipment be included for approval. The text amendment would add the requirement directly in the Land Development Regulations so that any new telecommunications companies would already be aware of the requirement and be prepared to include a generator. Inclusion of a generator for the tower and co-location equipment was to help mitigate the loss of service after storms, etc. As this was only the first of two required public hearings, the Board did not need to take any action at this time, but the second hearing would include an ordinance for adoption. Director Meeks entered the file into the record, which was accepted as Exhibit 1.

County Attorney Morrison swore in Mr. Richard Snyder, 29th Road.

Mr. Snyder asked about minimum requirements for generators as far as the number of days it had to be functional after loss of regular power, as some citizens were without service for upwards of seven days after the storm. He asked if language regarding length of available generator power was included.

Director Meeks replied that specific verbiage as to the length of days required for the generator to remain functional was not included, as that would be difficult to regulate and pose an extra burden on

tower companies who may not be able to access downed towers due to trees, debris, etc. after hurricanes and specific length of days may not be a fair requirement to include.

Discussion ensued on the text amendment, that it was the first several days after a storm that was the critical period in which a generator was needed, the issue of enforceability when requirements were more specific regarding generators and the length of time they had to work, the suggested minimum capacity requirement of 24-48 hours or 3 days to be possibly be included in the amendment, and lack of cell service after Hurricane Idalia.

The Board agreed by consensus to add to the text amendment a 48-hour minimum supply/requirement for cell tower generators and co-location equipment.

Chairman Land opened the floor to public comments.

County Attorney Morrison swore in Mr. Moses Clepper, 14581 102nd Path, Live Oak.

Mr. Clepper discussed the length of time individual generators ran and their fuel capacity, as well as a previously approved cell tower and his concern over damage to the County's aesthetic value.

Director Meeks stated that most towers permitted in the past had typically been monopoles, which blended better with the skyline and environment.

There being no further comments, the floor was closed for comments.

The ninth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider LDR 24-02, an application by Blackhawk Engineering, authorized agent for Swanson Development, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from AGRICULTURE-2 (A-2) to COMMERCIAL HIGHWAY INTERCHANGE (CHI).

Director Meeks discussed the application for the roughly 49-acre parcel, located west of the backside of the Zaxby's Restaurant, with frontage on 68th Street and US 129. The front portion was already

Commercial Intensive and did not need to be rezoned, but the back portion was A-2 and needed to be amended to CHI. The underlying land use for the zoning request was consistent with the amended zoning classification, and the applicant planned to use the property for commercial purposes, consistent with the employment land use classification. Director Meeks reminded the Board that the zoning change could not be prohibited solely due to the type of commercial activity that may be conducted, as the zoning would allow for a variety of businesses and anything under the CHI designation was permissible for the area. He discussed possible uses included under the CHI zoning and noted that the Planning and Zoning Board had recommended approval of the application. Director Meeks added for the record that there was a sign posted at the property advertising the public hearing for both the Planning and Zoning meeting and the County Commission meeting; however, when he went out to the site today, the sign had fallen.

Chairman Land opened the floor to public comments. There being none, the floor was closed to public comments.

Commissioner Perkins moved to approve an ordinance approving LDR 24-02, an application by Blackhawk Engineering, authorized agent for Swanson Development, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from AGRICULTURE-2 (A-2) to COMMERCIAL HIGHWAY INTERCHANGE (CHI). Commissioner Hale seconded, and the motion carried unanimously. (Ordinance No. 2024-05)

Chairman Land closed the public hearings and returned to the consent agenda.

CONSENT:

Items four and six were pulled for discussion.

The second item on the agenda was to approve payment of \$3,200,674.98 in processed invoices.

The third item on the agenda was approval of AIG Storage Tank Third Party Liability renewal warranty with Terrorism Act Premium for policy period June 6, 2024 – June 3, 2025. Budgeted item.

(Agreement No. 2024-51)

The fourth item on the agenda was approval to extend Agreement No. 2021-53 with Dewberry Engineers, Inc. for engineering services.

This item was pulled for discussion.

The fifth item on the agenda was approval of a Task Order with North Florida Professional Services, Inc. for engineering services associated with Phase II of 68th Terrace roadway redesign. Budget impact: to be paid from the Board Professional Services line. **(Agreement No. 2024-52)**

The sixth item on the agenda was approval of an Interlocal Agreement continuing the North Florida Workforce Consortium.

This item was pulled for discussion.

Commissioner Hale moved to approve consent items 2, 3, and 5. Commissioner Perkins seconded, and the motion carried unanimously.

Chairman Land moved to item six first as there was someone present to discuss the item.

The sixth item on the agenda was approval of an Interlocal Agreement continuing the North Florida Workforce Consortium.

Diane Head, Executive Director of Career Source North Florida, discussed the entity, its history and work, and the updated agreement to be approved. The original agreement for the consortium included six counties; however, due to changes in the State legislation, Jefferson County was required to relocate to another consortium and the remaining five counties (Suwannee, Hamilton, Lafayette, Madison, and Talor) needed to approve an updated agreement. The consortium had already reviewed the agreement, and it was essentially the same as the one in place for the past 25 years, with a few changes

with clarifications. Ms. Head noted the inclusion of an additional officer and the bylaws of the Consortium, as well as clarification on liability and the specific powers of the consortium.

Commissioner Perkins asked about the agreement's duration and financial liability obligations.

Ms. Head replied that all funds received were direct grants from the Federal government and filtered through the State; the County only directed the use of the funding. The counties were liable for misuse of grant funds for the allocated rea, but the funds themselves were Federally legislated. As for the duration of the agreement, if one county chose to withdraw, the agreement would still be in place for the remaining counties, unless it was a State mandated change of regional boundaries (such as in this case) that required a more involved process of updating agreements.

The Board thanked Ms. Head for her work.

Commissioner Mobley moved to approve an Interlocal Agreement continuing the North Florida Workforce Consortium. Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2024-53)

The fourth item on the agenda was approval to extend Agreement No. 2021-53 with Dewberry Engineers, Inc. for engineering services.

County Attorney Morrison clarified that that additional cable work was necessary and asked that County Administrator Scott be granted authority to execute that part of the project.

Commissioner Perkins moved to approve extension of Agreement No. 2021-53 with Dewberry Engineers, Inc. for engineering services, as well as for County Administrator Scott to execute that portion of the project. Commissioner White seconded, and the motion carried unanimously. (Agreement No. 2021-53-01)

TIME-SPECIFIC ITEMS:

These items were discussed prior to the Consent Agenda.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Director Meeks recognized Code Enforcement Officer Robin Crespo for his hard work, particularly in dealing with the issue of illegal dumping of sewage, which was a severe problem for the County. He discussed a recent incident where Mr. Crespo had received a complaint that was on such a large scale that it involved multiple coordinating entities to address the case. Director Meeks briefly commented on the emergency Code Enforcement hearing held earlier in the week for the complaint, which involved four sites of illegal sewage dumping by a licensed individual. Fines were assessed at the hearing, with additional fines assessed for well monitoring and cleaning should water testing reveal additional contamination for the surrounding homeowners. Director Meeks added that the wearing of a body cam by Mr. Crespo was instrumental in the case as the person admitted his actions at the site visit.

County Attorney Morrison clarified that the gentleman was running a commercial septic tank business and had been dumping the sewage truck right onto his property, so this was a different issue than the typical issue of a single RV illegally dumping.

The Board thanked Mr. Crespo for his hard work.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison had two items. He first discussed a proposed agreement for a contract with O'Neal Roofing for work at the Jail, reminding the Board of their prior approval of a piggyback contract off the School Board's agreement.

Commissioner White moved to approve an agreement with O'Neal Roofing for repairs to the Suwannee County Jail Recreation Yard/Deck. Commissioner Perkins seconded, and the motion carried unanimously. (See Agreement No. 2024-49)

County Attorney Morrison discussed the issue of illegal waste dumping. In reviewing the enforcement mechanisms employed by the County for issues dealing with smaller cases (i.e., individuals in RVs), the assessment of large fines was not always necessary. However, he had discussed with surrounding counties how they addressed larger illegal dumping cases. Columbia County had passed an ordinance that authorized the Code Enforcement officer to assess a fine up to \$5,000 per occurrence during a site visit. County Attorney Morrison discussed Columbia's ordinance and the enforcement penalties, which resulted in a nearly 100% decrease in complaints. Empowering the Code Enforcement officer with appropriate regulation and authorization to issue tickets reduced the occurrence of illegal dumping as it made the penalty enforceable. County Attorney Morrison presented the idea for the Board's consideration should they wish to proceed with something similar.

The Board agreed by consensus to authorize County Attorney Morrison to draft an ordinance conveying authority to the Code Enforcement Officer to issue fines for illegal dumping.

CONSULTANT ITEMS:

Brian Pitman, Pitman Engineering, updated the Board on various projects.

GENERAL BUSINESS:

The tenth item on the agenda was to discuss, with possible Board action, the North Florida Water Utilities Authority Interlocal Agreement.

County Administrator Scott discussed meetings with surrounding counties to draft an interlocal agreement regarding the continuation of the Regional Utility Board that would result in overall savings for the County once the utilities were in place and expenses jointly funding by the counties involved. Sharing resources and costs with other counties would lessen the financial burden on each county individually and their citizens.

Commissioner White stated this first agreement was a maintenance agreement and would help the counties apply for additional funding, as operating under a regional utility provided additional opportunities for regional utilities grants. While there was an expense involved upfront during the initial investment to start the interlocal agreement and shared responsibilities, the creation of regional utilities would be able to support itself in the long-term once there was enough of a customer base to support the utilities. For rural counties, combining their funds, resources, etc. to build utilities was a benefit.

Discussion ensued on the interlocal agreement and benefit of regional utilities.

Mr. Bo Hancock, 3365 Wiggins Road, asked for clarification on parts of the agreement that stated the entity would maintain ownership of the utilities, as he did not think the agreement recognized that the utilities in the County would belong to the County should the Board be dissolved. He was concerned about creating another level of government that was unnecessary.

Discussion ensued on how sharing resources saved the County money, as well as Mr. Hancock's concerns with the agreement and Regional Utility Board.

Mr. Hancock was also concerned with the administration position that controlled everything about the utilities, as the Utility Board members could not converse amongst themselves due to State prohibition against doing so; he felt too much power was conveyed to the administrator.

Discussion ensued on the administrator role, cost and ownership of utilities, and the eventual revenues that would be received after utilities were in place.

Mr. Hancock reiterated his disapproval of the interlocal agreement and questioned the current expenses that the County paid for utility-related items.

County Administrator Scott stated that the counties would jointly pay for one utility inspector (instead of each hiring their own and paying the full amount), reducing the overall cost to each county.

Discussion ensued on the progress of the Regional Utility Board and the up-front investment that would benefit the County later.

Mr. Clepper also discussed his concerns with the Regional Utility Board and asked for caps on income. He recognized the potential benefit of the shared utilities but was concerned with potential issues that may arise as mentioned by Mr. Hancock. Mr. Clepper made several recommendations that he thought would improve the regional utility efforts.

Commissioner White noted that this first interlocal agreement only dealt with the shared maintenance and operations aspect of the regional utilities, not the financial portion and collection of money, which each County would still do on their own. At a later point, the regional body would collect its own money and be self-sustaining, with the County no longer contributing funding.

County Attorney Morrison clarified that no member of the Regional Utility Board could take an additional salary, as that would be illegal, so an income cap was a moot point.

County Administrator Scott stated that the creation and implementation of the Regional Utility Board was a slow process that involved many small steps to figure out all the different elements involved; no additional staff would be hired at this time, especially as there were no customers for the utilities.

Discussion ensued on the Utility Board and what aspects of the utilities would be shared to lower the cost and increase the number of grants opportunities.

Mr. Steve Fontana, 21181 144th Street, was concerned that the Regional Utility Board was a separate entity, the possible Federal regulations on regional grants, and the liability for mishandled grants.

The Commissioners noted that they saw the creation of a regional utility was a positive benefit for the County and that the interlocal agreement was still in discussion among the other counties involved.

Commissioner White moved to approve the North Florida Water Utilities Authority Interlocal Agreement. Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2024-54)

The eleventh item on the agenda was Additional Agenda Items.

There were none.

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

County Administrator Scott stated that the Governor had come to the County the previous week to deliver a \$2.2 million job-growth grant and thanked those involved. He also discussed information related to other counties' purchases of fuel and costs involved. County Administrator Scott commented on the excellent service of the vendor Suwannee County used who went the extra step of tracking the usage and market trends of fuel, opting to purchase fuel when the cost was lower to try and save the County money. He recommended continuing with the existing practice of staying with the local vendor for fuel, especially given the great service and trying to help the County save money. County Administrator Scott also updated on various projects to be bid soon and meetings with FDOT for different road projects.

Discussion ensued on road projects and FDOT’s data-based selection of road priorities.

The thirteenth item on the agenda was Board Members’ inquiries, requests, and comments.

Commissioner Perkins thanked everyone for coming to the meeting and thanked the Board and staff for their work. He also reminded everyone of Good Friday and Easter the next week.

Commissioner Mobley thanked everyone for attending.

Commissioner Hale asked for prayers for various families in the community. He also commented on the Suwannee County Fair and welcomed everyone to attend.

Commissioner White thanked the public for participating in meetings and that although he may disagree with some public opinions, he respected the individual and still valued and appreciated the input.

Chairman Land echoed other comments, thanked the Governor for the grant award, mentioned the Fair and Senior Day, and added that the Commissioners were dedicated to the citizens and cared for the County, contrary to some public opinions.

Commissioner Hale moved to adjourn the meeting. Commissioner Mobley seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 7:23 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to accept transfer of FDOT and FDEP permits for 180th Street Bridge.

Considerations:

- Bridge construction is complete and work has been accepted by FDOT's Construction Engineering and Inspection consultant for this project.
- Bridge is operational and open.

Budget Impact:

- No Impact.

Recommendation: Administration staff respectfully requests the Board of County Commissioners to authorize transfer of permits.

Respectfully submitted,

Dated: April 2, 2024

Greg Scott,
County Administrator

Brenda Flanagan

From: Stanford, Patrick <pstanford@hwlochner.com>
Sent: Wednesday, March 20, 2024 11:48 AM
To: Jake Beauchamp
Cc: Brenda.crews@dot.state.fl.us; Scott.lent@dot.state.fl.us; Jose.Hernando@dot.state.fl.us; susan.wilson@dot.state.fl.us; D2-CONFE@dot.state.fl.us; curtis.becker@dot.state.fl.us; mystery.easter@dot.state.fl.us; David.Carroll@dot.state.fl.us; Luke.Thompson@dot.state.fl.us; robert.flint@dot.state.fl.us; Ryan.crist@dot.state.fl.us; Kevin.Rogers@dot.state.fl.us; todd.hunt@dot.state.fl.us; d2workprogram@dot.state.fl.us; James.driggersjr@dot.state.fl.us; marty.humphries@dot.state.fl.us; Mark.Smith@dot.state.fl.us; Koontz, Kathy; Jarrard, Mark; Brenda Flanagan; Greg Scott; Mandy Frederickson; Douglas.Moseley@dot.state.fl.us; Buchanan, Trey
Subject: Final Acceptance to the contractor, 439280-1-52-01, T2902 - 180th Street Bridge over Little River
Importance: High

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

SUBJECT: FINAL ACCEPTANCE TO CONTRACTOR

Job Description: 180th Street Bridge Over Little River (Bridge No 374022)

Financial Project Number: 439280-1-52-01

Contract Number: T2902

County - Section Number: Suwannee

Attn: Jake Beauchamp (Jake.Beauchamp@andersoncolumbia.com)
Anderson Columbia Co., Inc.
871 NW Guerdon Street
Lake City, FL 32055

The contractor used **331** days or **91** percent of the **364** calendar days allowed by the contract to complete the work. This is to advise that Anderson Columbia, Co. Inc., Jake.Beauchamp@andersoncolumbia.com, has satisfactorily completed all contract items.

Therefore, this **NOTICE OF FINAL ACCEPTANCE** is issued effective as of **February 28, 2024**, and the maintaining agency is Suwannee County.

FINAL ACCEPTANCE is subject to: (a) the Contractor's continuing obligation to replace failed Reflective Pavement Markers as provided in Sub article 706-4 of the Department's Standard Specifications for Road and Bridge Construction (b) the Contractor's continuing obligation to remedy any defects that may exist, appear, occur or result in or from work performed under the existing Contract within a period of two (2) years from the date of **FINAL ACCEPTANCE** as provided in the Contract Bond; and (c) all other continuing contract obligations and warranties provided for in the Contract Documents and any separate warranty and maintenance bonds provided to the Department. (d) the Contractor's continuing obligation to maintain all performance turf areas as provided in Supplemental Specification Sub article 570-4 until the contract requirements for turf establishment have been met. The contact person for the establishment period is Mark Smith.

Bridge Replacement for 180th Street over Little River Bridge No. 374002;

FM #: 439280-1-52-01, Contract #: T2902;
CCEI Contract #: CAL21

Patrick Stanford, PE
Senior Project Engineer
Senior Construction Manager/Vice President

LOCHNER

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Transfer of State 404 Program General Permit Verification

Instructions: To be completed, executed, and submitted to the Agency at the time of sale of a property subject to a general permit under Chapter 62-331, F.A.C.

Permit No: **61-0398957-002 SFG**
Address Associated with Permit: **180th St over Little River Bridge Replacement**

Transferor (previous owner/permittee) Information

Name: **FDOT Daniel Penniman (Van Humphreys has retired)**

Telephone Number: **386-961-7874**

Email address: **daniel.penniman@dot.state.fl.us**

Transferee (new owner) Information

Name: _____

Telephone Number: _____

Email address: _____

When the structures or work authorized by the State 404 Program general permit are still in existence at the time the property is transferred, the terms and conditions of the permit, including any special conditions, will continue to be binding on the new owner(s) of the property.

Daniel Penniman
I, [transferor], wish to transfer ownership of the State 404 Program general permit (No. **61-0398957-002 SFG**) to [transferee] upon the transfer of ownership of the property associated with said permit.

I [transferee], upon Agency validation of this transfer, accept ownership of the State 404 Program general permit (No. **61-0398957-002 SFG**), along with the liabilities associated with compliance with the terms and conditions set forth in it.

DocuSigned by:
 02/05/2024 | 10:10 AM EST

Signature of Transferor Date

Signature of Transferee Date

Enclosure:

Attach a copy of the general permit to be transferred.

Request to Transfer Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): **ERP-121-207270-3** Application No(s): Acres to be Transferred:

Permitted Project: **180th St over Little River Bridge Replacement**

Proposed Project Name (if different): Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City:

State:

Zip:

Telephone:

E-mail:

Signature of Proposed Permittee

Date:

Name and Title

Enclosures:

- Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records
- Copy of current plat(s) (if any), as recorded in the Public Records
- Copy of current recorded restrictive covenants and articles of incorporation (if any)
- Other



SUWANNEE COUNTY

County Attorney
Executive Summary

Objective:

Reappoint Teena Peavy and Charissa Setzer to the Original Florida Tourism Task Force.

Considerations:

- Teena Peavy and Charissa Setzer have been Suwannee County's representatives on the Original Florida Tourism Task Force since 2016 and 2018 respectively.
- Their terms expired in 2020.
- They have continued to act as Suwannee County's representatives on the Original Florida Tourism Task Force.
- Re-appointment without an expiration date will ensure their continued good standing on behalf of the county on the Original Florida Tourism Task Force.

Recommendation

- Enact the proposed resolution re-appointing Teena Peavy and Charissa Setzer to the Original Florida Tourism Task Force

Respectfully Submitted,



Adam Morrison
County Attorney

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA RE-APPOINTING CHARISSA SETZER AND TEENY PEAVY TO THE ORIGINAL FLORIDA TOURISM TASK FORCE, RECOGNIZING CONTINUING AUTHORITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SUWANNEE COUNTY is a member of the Original Florida Tourism Task Force; and,

WHEREAS, SUWANNEE COUNTY is entitled to two representatives on the Original Tourism Taskforce; and,

WHEREAS, the Interlocal Agreement of the Original Florida Tourism Taskforce gives the County the authority to appoint its representatives; and,

WHEREAS in Suwannee County Resolution 2017-13 TEENA PEAVY, Marketing Director for the Spirit of the Suwannee Music Park and Campground was appointed to the Original Florida Tourism Taskforce for a term to begin on December 1, 2016 and ending on November 30, 2020; and,

WHEREAS in Suwannee County Resolution 2018-52 CHARISSA SETZER, Marketing Coordinator for the Suwannee County Tourism Development Council was appointed to the Original Florida Tourism Taskforce for a term to begin on August 29, 2018 and ending on November 30, 2020; and,

WHEREAS, both CHARISSA SETZER and TEENA PEAVY have continued to serve on the Original Florida Tourism Taskforce on behalf of Suwannee County after the expiration of their term; and,

WHEREAS, Suwannee County wants to ensure the validity of Suwannee County's representatives on the Original Florida Tourism Taskforce.

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

1. **TEENA PEAVY and CHARISSA SETZER are hereby RE-APPOINTED as the Suwannee County representatives on the Original Florida Tourism Taskforce.**
2. **This resolution shall be effective *nunc pro tunc* to December 1, 2020.**
3. **All actions, votes or other behavior by TEENA PEAVY and CHARISSA SETZER as members of the Original Florida Tourism Taskforce since December 1, 2020 are hereby ratified and approved as the official actions of Suwannee County on the Original Florida Tourism Taskforce.**

SUWANNEE COUNTY RESOLUTION NO.: _____

4. The appointment of TEENA PEAVY and CHARISSA SETZER as Suwannee County's representatives on the Original Florida Tourism Taskforce shall end upon the resignation of either representative or further action of the Suwannee County Board of County Commissioners inconsistent with TEENA PEAVY'S or CHARISSA SETZER'S continued service on Original Florida Tourism Taskforce.

5. EFFECTIVE DATE. This resolution shall become effective upon adoption or as soon as otherwise allowed by law.

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

Travis Land
Chairperson

From: Jacob Clore <jacob.clore@pfsf.org>
Sent: Friday, February 9, 2024 2:14 PM
Cc: Jennifer McGovern <jennifer.mcgovern@pfsf.org>
Subject: Proclamation Request

Good afternoon!

Partnership for Strong Families is interested in submitting a proclamation request for Child Abuse Prevention Month in April. Do you know the procedure for doing so?

Thank you so much!

Jacob Clore | Community Engagement Specialist
[Partnership for Strong Families, Inc.](#)

5950 NW 1st Place, Suite 300 | Gainesville, FL 32607
O: (352) 244-1626 | C: (352) 318-1298



**A resolution of
Suwannee County, Florida**

**Proclaiming April 2024 as “Child Abuse Prevention Month”
in Suwannee County, Florida**

Whereas, Suwannee County’s future prosperity depends on nurturing the healthy development of the children currently residing in Suwannee County; and

Whereas, the abuse and neglect of children can cause severe, costly and lifelong problems, including physical and mental health problems, school failure and criminal behavior, which affect all of society; and

Whereas, research shows that parents and caregivers who have social networks and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

Whereas, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional and educational development and competency of all children; and

Whereas *Children deserve the opportunity to grow and thrive in healthful environments, free from threats of violence and harm; and*

Whereas, *During the month of April, public and private-sector agencies, childcare professionals, child advocates, and residents will be increasing the public’s awareness of child abuse and neglect prevention*

Now, therefore, *through the authority vested in me by the Board of County Commissioners of Suwannee County, Florida, I do hereby proclaim April, as “Child Abuse Prevention Month” in Suwannee County, Florida.*

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of February 2024.

Attest:

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

Barry A. Baker
County Clerk

Travis Land
Chairperson

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to hold the May 7, 2024, regularly scheduled Board meeting at Live Oak City Hall, 101 White Avenue S.E., Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.

Considerations:

The Judge has reserved the Judicial Annex for use due to hearings being scheduled on May 21, 2024.

Budget Impact:

N/A

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners approval to hold the May 7, 2024, regularly scheduled Board meeting at Live Oak City Hall, 101 White Avenue S.E., Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: April 2, 2024

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to hold the May 21, 2024, regularly scheduled Board meeting at Exhibition II, 1302 S.W. 11th Street, Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.

Considerations:

The Judge has reserved the Judicial Annex for use due to hearings being scheduled on May 21, 2024.

Budget Impact:

N/A

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners approval to hold the May 21, 2024, regularly scheduled Board meeting at Exhibition II, 1302 S.W. 11th Street, Live Oak, Florida 32064. The meeting will begin at 5:30 p.m.

Respectfully submitted,

Dated: April 2, 2024

Greg Scott,
County Administrator

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Ring Power lease for one (1) CAT 140GC motor grader for 2-yr term

Considerations:

- The Board approved an order submission for a new CAT 140GC motor grader on 1/16/2024
- Ring Power is offering to replace the unit based on pricing from RFP NO 2023-08 conducted in April 2023
- The annual lease payment for the unit would be \$66,940.49 which aligns with the pricing set forth in RFP 2023-08.

Budget Impact:

- This is a budgeted item

Recommendation:

- Respectfully request the Board approve the 2-yr lease agreement pending review/feedback from the County Attorney
- Authorize the the County Administrator to execute the lease agreement and all associated documents.

Respectfully submitted,

Greg Scott,

County Administrator



500 World Commerce Parkway
 St. Augustine, FL 32092
 904-494-1101

Document Checklist and Instructions – Governmental Lease Agreement

These documents were prepared especially for: Suwannee County BOCC

Documents	Instructions for Completing
Lease Contract	<input type="checkbox"/> Sign on Page 6, Print Name, Title, Date
Delivery Certification	<input type="checkbox"/> Fill in Location, <input type="checkbox"/> Fill in Possession Date <input type="checkbox"/> Sign <input type="checkbox"/> Print Title, Name and Date Signed
Insurance (Contract will not be funded until approved Cert of Ins. Is received)	<input type="checkbox"/> Complete the form with the agent information. <input type="checkbox"/> Send form to your agent <input type="checkbox"/> Sign, Print Name, Date
Customer Information Verification	<input type="checkbox"/> Review information for accuracy and make corrections as needed. <input type="checkbox"/> Please be sure we have an email address for the person to contact regarding accounts payable. <input type="checkbox"/> Initial
Personal Verification Form	<input type="checkbox"/> This form should be completed by your Ring Power Sales Representative <input type="checkbox"/> OR enclose a copy of signer's driver's license.
Amortization Schedule	<input type="checkbox"/> For your records – helpful at tax time
Machine Repurchase Agreement	<input type="checkbox"/> Please Sign as Customer Representative <input type="checkbox"/> Insert Name, Title and Date
Equipment Application Survey	<input type="checkbox"/> Must fill in Current Hours <input type="checkbox"/> Check off items included – see listed items <input type="checkbox"/> Sign, Print Name, Title and Date

Sales Representative: Todd Sandlin

NOTE:

Payment options: You can pay by via check, ACH (form attached) or online customer portal.

If you want to use our online customer portal, please use this link:

<https://regions.billeriq.com/ebpp/RingInvest/Login/Index>.

If you have any questions regarding completion of these documents, please call 904.494.1101. Thank you.

**RING INVESTMENTS, LLC
GOVERNMENTAL LEASE-OPTION TO PURCHASE AGREEMENT**

LESSEE: Suwannee County BD of Commissioners
ADDRESS: 13150 80th Terrace, Live Oak, FL 32064

LESSOR: RING INVESTMENTS, LLC
ADDRESS: 500 World Commerce Pkwy, St. Augustine, FL 32092

Lessor, in reliance on Lessee's selection of the equipment described below ("Unit" or "Units"), agrees to acquire, lease, and let the Units described below to Lessee, and provide Lessee an option to purchase the Units at the end of the lease term, and Lessee agrees to rent, lease, hire and/or purchase the Units from Lessor.

Description of Unit(s)

1. New CAT 140GC Motor Grader s/n W9400522

Location of Unit(s): Suwannee County

PAYMENT TERMS:

Lease Payments are defined as the amount of principal plus interest due Lessor for each piece of Unit at each periodic interval. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to the Lessor, on demand and in addition to all amounts then due and owing, a late payment charge equal to five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

Terms

2 Years

3000 Total Hours

Lessee shall pay to Lessor Two (2) Lease Payments of \$66,960.49 (Sixty-Six thousand nine hundred sixty and 49/100 Dollars) each. The first Lease Payment shall be due and payable at signing followed by one (1) successive yearly Lease Payment of \$66,960.49 (Sixty-Six thousand nine hundred sixty and 49/100 Dollars) which shall be due and payable on the anniversary of the first Lease Payment. Lessee may exercise its option to purchase the Caterpillar 140GC Motor Grader upon 30 days prior written notice to Lessor and payment of \$167,800.00 (One hundred sixty-seven thousand eight hundred and 00/100 Dollars), plus all other amounts then owing hereunder.

The payment amounts and due dates for all Units are listed on the Payment Schedule attached hereto and incorporated herein by reference ("Schedule A").

ADDITIONAL TERMS AND CONDITIONS

1. LEASE TERM; NON-APPROPRIATIONS: The Lease term for each Unit shall commence on its "Delivery Date" (which is the later of the date on which (a) Lessor executes this Lease, (b) Lessee or its agent receives possession or takes control of the Unit) and shall continue through the last day of Lessee's fiscal year in which the Delivery Date occurs and, thereafter, shall automatically be extended for successive annual periods coinciding with Lessee's fiscal years. Within seven days following the Delivery Date of each Unit, Lessee shall execute and deliver to Lessor a Delivery Supplement using Lessor's standard form. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for payments due under this Lease, Lessee will immediately notify Lessor of such occurrence and this Lease shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Lessee, except as to the portions of payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and except to the extent Lessee has not properly returned the Units to Lessor. Lessee shall continue to make lease payments until the Units are properly returned. Notwithstanding the foregoing, Lessee agrees that, to the extent permitted by law, it will not cancel the Lease under the provisions of this Section 1 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units for the fiscal year in which termination occurs or the next succeeding fiscal year.

2. PAYMENTS; NET LEASE: During the Lease term, Lessee shall pay Lessor as stated in the above Payment Terms and according to the Payment Schedule shown in Schedule A. Further, upon execution of this Lease, Lessee shall pay Lessor an amount equal to the sum total of the first Lease Payments for all Units (\$66,960.49). This Lease is a net lease, and Lessee shall not be entitled to any abatement or reduction of payment or any setoff against payment, whether arising by reason of any past, present or future claims of any nature by Lessee against Lessor or otherwise. Except as otherwise expressly provided herein, the obligations of Lessor and Lessee shall not be affected by any defect in, damage to, loss of possession or use of any Unit, however caused, by the attachment of any lien or other claim to any Unit, by any interference with Lessee's use of the Unit, for any cause, other than Lessor's failure to satisfy Lessor's Total Maintenance & Repair obligations under this Lease, whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding.

3. DISCLAIMER OF WARRANTIES: Lessee acknowledges and agrees that Lessor is not the manufacturer of the Unit(s) and that Lessee has selected each Unit based on Lessee's own judgment without any reliance whatsoever on any statements or representations made by Lessor. AS BETWEEN LESSOR AND LESSEE, THE UNIT (S) ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. LESSOR HEREBY EXPRESSLY DISCLAIMS a) ALL WARRANTIES OF MERCHANTABILITY, b) ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND c) ALL WARRANTIES AGAINST INFRINGEMENT OR THE LIKE. Lessor assigns to Lessee its interest in any of the manufacturer's warranties on the Unit(s).

4. POSSESSION, USE AND MAINTENANCE: Lessee shall not (a) use, operate, maintain or store any Unit improperly, carelessly, unsafely or in violation of any applicable law or regulation or for any purpose other than in the conduct of Lessee's business; (b) abandon any Unit; (c) sublease any Unit, permit the use of any Unit by anyone other than Lessee, change the use of any Unit from that specified in the attached Application Survey/Usage Rider, or change the location of any Unit from that specified above, without the prior written consent of Lessor, or (d) sell, assign or transfer, or directly or indirectly create or suffer to exist any lien, claim, security interest or encumbrance on any of its rights hereunder or in any Unit. The Units are and shall remain personal property irrespective of their use or manner or attachment to realty. Upon prior notice to Lessee, Lessor or its agent shall have the right (but not the obligation) at all reasonable times to inspect any Unit and maintenance records relating thereto. Lessee shall, at its expense and at all times during the Lease term, maintain the Units in good operating order, repair and condition and shall perform maintenance at least as frequently as set forth in any applicable operator's guide service manual, and lubrication and maintenance guide for the Units. Lessee shall not alter any Unit or affix any accessory or equipment to any Unit if such alteration or addition would impair the originally intended function or use or reduce the value of such Unit. Any alteration or addition to any Unit shall be the responsibility of and at the sole risk of Lessee. All parts, accessories and equipment affixed to any Unit shall be subject to the security interest of Lessor

granted hereunder. If Lessor supplies Lessee with labels stating that the Unit is leased from Lessor, Lessee shall affix and keep them in a prominent place on the Unit.

5. LESSEE'S REPRESENTATION AND WARRANTIES: Lessee represents and warrants to Lessor that (a) Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the state where the Units will be located; (b) Lessee has the power to enter into and perform this Lease and has taken all necessary and appropriate action to authorize the execution, delivery and performance hereof; (c) this Lease constitutes a valid and legally binding and enforceable obligation of Lessee; (d) the interest payable by Lessee hereunder is excludable from income for Federal income taxation purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and (e) Lessee has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and reasonably believes that funds can be obtained sufficient to make all payments during the term of this Lease. Lessee represents that the use of the Units is essential to Lessee's proper, efficient and economic operation. Lessee acknowledges and agrees that the payments have been calculated by Lessor assuming that the interest portion of each payment is excludable from gross income for Federal income taxation purposes. Lessee represents, warrants and covenants that: (a) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to the execution of information statements requested by Lessor; (b) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (c) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (d) Lessee will timely pay to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code; (e) Lessee will not do or cause to be done any act that will cause, or by omission of any act allow, the interest portion of the payments to be or become includable in gross income for Federal income taxation purposes under the Code; and (f) Lessee will be the exclusive user and operator of the Units.

6. TAXES: Lessee agrees to promptly pay or reimburse Lessor for all fees and taxes of any nature, together with any penalties, fines or additions to tax, or interest thereon (all of the foregoing hereafter the "Impositions"), arising at any time prior to, during or subsequent to and associated with, the Lease term and levied by any taxing authority with respect to or in connection with any Unit, excluding, however, taxes measured by Lessor's net income (of but not excluding any net income taxes that, by the term of the statute imposing such tax, expressly relieve Lessee or Lessor from the payment of any Impositions that Lessee would otherwise be obligated to pay or reimburse). If Lessor is not entitled to a corresponding and equal deduction with respect to any Imposition that Lessee is required to pay or reimburse and such payment or reimbursement constitutes income to Lessor, then Lessee shall also pay to Lessor the amount of any Impositions that Lessor is obligated to pay in respect of (a) such payment or reimbursement by Lessee and (b) any payment by Lessee made pursuant to this sentence. Lessee shall prepare and file, in a manner satisfactory to Lessor, any reports or returns that may be required with respect to the Units. For purposes of this Section, "Lessor" shall include any affiliated group, within the meaning of Section 1504 of the Code, of which Lessor is a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

7. LOSS OR DAMAGE; INSURANCE: Lessee assumes all risks and liabilities of loss, damage or Casualty Occurrence (as hereinafter defined) for any cause whatsoever, for condemnation of any Unit prior to, during or subsequent to and associated with, (until the Unit is returned to Lessor pursuant to Section 10) the Lease term. Subject to the limitations of Section 768.28, Florida Statutes, Lessee shall be responsible for injury to or death of any person or damage to any property arising out of or incident to Lessee's possession, use, operation, condition or storage of the Unit. If any Unit becomes damaged, from any cause whatsoever, Lessee shall give Lessor prompt notice thereof. If Lessor reasonably determines that such damage is not irreparable, then Lessee shall, at its expense, promptly restore the Unit to the condition required by Section 4 above, unless that damage was caused by Lessor, in which event, Lessor shall, at its expense, promptly restore the Unit to the condition required by Section 4 above. If any Unit becomes worn out, lost, stolen, destroyed or irreparably damaged (as reasonably determined by Lessor) from any cause whatsoever other than acts of Lessor, or taken by condemnation or otherwise (any such

occurrence herein referred to as a "Casualty Occurrence") prior to, during or subsequent to (until the Unit is returned to Lessor pursuant to Section 10) the Lease term, Lessee shall give Lessor prompt notice thereof. In the event of a Casualty Occurrence, Lessee shall pay to Lessor, on the earlier of (a) the first payment date following such Casualty Occurrence or (b) thirty (30) days following such Casualty Occurrence, a sum (the "Termination Value") equal to (a) the "Beginning Balance" (as specified in the attached Payment Schedule) as of the next payment due following such Casualty Occurrence, plus (b) the amount of the interest portion (as specified in the Payment Schedule) of the next payment due following such Casualty Occurrence multiplied times a fraction the numerator of which is the number of days from the later of (a) the Delivery Date of the Unit or (b) the due date of the payment immediately preceding such Casualty Occurrence until the due date of the payment due hereunder in respect of such Casualty Occurrence and the denominator of which is 360. Lessee, at its expense, shall keep each Unit insured against all risks for not less than the applicable Beginning Balance with respect to such Unit and shall maintain comprehensive public liability insurance covering each Unit for not less than \$1,000,000 for combined coverage for bodily injury and property damage. All insurance shall (a) be in a form and with such companies as Lessor shall approve, (b) specify Lessor (or its designee) as their interest may appear as Additional Insured (as allowed under Section 768.28, Florida Statutes), (c) be primary, without right of contribution from any other insurance carried by Lessor, (d) provide that such insurance may not be cancelled or altered so as to affect the interest of Lessor without at least thirty (30) days' prior written notice to Lessor, and (e) name Lessor (or its designee) as loss payee. Lessee agrees to notify Lessor of any occurrence that may become the basis of an insurance claim hereunder and not to make any adjustments with insurers without Lessor's prior written consent. Prior to the first Delivery Date of any Unit, Lessee shall deliver to Lessor satisfactory evidence of such insurance coverage.

8. WAIVER AND INDEMNITY: WITHOUT WAIVING ITS SOVEREIGN IMMUNITY AND SUBJECT TO THE LIMITATIONS OF SECTION 768.28, FLORIDA STATUTES, LESSEE HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FROM AND AGAINST ANY CLAIMS FOR PERSONAL INJURY AND PROPERTY DAMAGE ARISING OUT OF, CAUSED BY, OR RELATING TO USE AND OPERATION OF A UNIT BY LESSEE. UNDER NO CONDITION OR CAUSE OF ACTION SHALL LESSOR BE LIABLE TO LESSEE FOR ANY LOSS OF ACTUAL OR ANTICIPATED BUSINESS OR PROFITS OR LOSS OF USE OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

9. EVENTS OF DEFAULT; REMEDIES: Each of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to make any payment to Lessor when due; (b) any representation or warranty of Lessee contained herein or in any document furnished to Lessor in connection herewith shall be incorrect or misleading when made; (c) Lessee shall fail to observe or perform any other covenant, agreement or warranty made by Lessee hereunder and such failure shall continue for ten (10) days after written notice thereof to Lessee; (d) Lessee shall fail to make any payment on its bonded indebtedness when due; or (e) there shall be a default by Lessee under any other agreement between Lessor and Lessee. If any Event of Default shall occur, Lessor, at its option, may (a) proceed by appropriate court action(s) to enforce this Lease or to recover damages for the breach thereof; (b) by notice in writing to Lessee, terminate this Lease, but Lessee shall remain liable as herein provided, and upon there Lessor may, at its option do any one or more of the following: (b-1) recover forthwith from Lessee (i) any and all amounts then due under this Lease or that may have accrued to the date of such termination (ii) as damages for loss of the bargain and not as penalty, a sum equal to the payments due with respect to the Units and additional security during the balance of the fiscal year, and (iii) any additional damages and expenses sustained by Lessor by reason of the breach of any covenant, representation or warranty contained in this Lease other than for the payment of amounts due hereunder; (b-2) enforce the security interest given hereunder, (b-3) without notice, liability or legal process, enter upon the premises where any of the Units or additional security may be and take possession thereof and (b-4) require Lessee to return the Units and additional security as provided in Section 10. Lessor shall have all rights given to a secured party by law. Provided Lessor receives possession of the Units and additional security following an Event of Default, Lessor may, at its option, undertake commercially reasonable effort to sell or re-lease the Units and additional security, and the proceeds of any such sale or re-lease shall be

applied: first, to reimburse Lessor for all reasonable expenses of retaking, holding, preparing for sale or re-lease and selling or re-leasing the Units and additional security, including all taxes and reasonable attorney's fees and expenses; second, to the extent not previously paid by Lessee, to pay Lessor all amounts, except those specified below, which under the terms of this Lease are due or have accrued as of the date of Lessor's receipt of said proceeds; third, to pay all late charges pursuant to Section 2 hereof; and fourth, to pay Lessor the applicable Termination Value with respect to the Units. Any surplus shall be paid to the person entitled thereto. Lessee shall promptly pay any deficiency to Lessor. Lessee acknowledges that sales for cash or on credit to a wholesaler, retailer or user of the Units are commercially reasonable. Lessee agrees to pay all reasonable attorney's fees and expenses or the actual attorney fees paid by Lessor to its attorney, whichever is greater, plus the allowed costs of in house counsel, plus all costs of collection and all other costs and expenses that may be incurred in connection with trial or appellate proceedings or a bankruptcy case by Lessor in enforcing this Lease. The remedies herein provided shall be cumulative and in addition to all other remedies at law or in equity; provided, however, Lessor shall not be entitled to recover a greater amount in damages than Lessor could have gained through Lessee's full timely and complete performance under this Lease, plus all fees, costs and expenses incurred by Lessor in enforcing this Lease and all late payment charges pursuant to Section 2. If Lessee fails to perform any obligations under this Lease, Lessor may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable by Lessee upon demand.

10. RETURN OF UNIT: Upon any termination of the term of this Lease with respect to each Unit or if Lessor shall rightfully demand possession of any Unit, Lessee, at its expense, shall forthwith deliver the unit to Lessor, appropriately protected and in the condition required by Section 4, at the option of Lessor, to the premises of the nearest Ring Power Corporation location, or on board such carrier as Lessor shall specify and ship the same, freight collect, to the destination designated by Lessor. If the Unit is not in the condition required by Section 4, Lessee shall pay to Lessor, on demand, all costs and expenses incurred by Lessor to bring the Unit into said condition.

11. REPORT TO IRS: Lessee will report this Lease to the Internal Revenue Service by filing Form 8038-G, 8038-GC or 8038 whichever is applicable. Failure to do so will cause the Lease to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to an equivalent taxable interest rate.

12. OWNERSHIP: The Units are and at all times shall remain the sole and exclusive property of Lessor, and Lessee shall have no right, title, or interest therein or there to unless and until Lessee properly exercises any purchase option set forth herein. This lease is a lease and not a security agreement, and Lessee has no right, title, or interests in the Units except as Lessee.

13. ASSIGNMENT; COUNTERPARTS: Without the prior written consent of Lessor, no assignment of this Lease or any right or obligation hereunder may be made by Lessee or any assignee of Lessee. Lessor may not assign its right, title and interest in and to this Lease and the Units and/or grant or assign a security interest in this Lease and the Units, in whole or in part. Although multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged and certified by Ring Investments, LLC on the signature page thereof as the original will constitute original chattel paper.

14. EFFECT OF WAIVER: No delay or omission to exercise any right or remedy accruing to Lessor hereunder shall impair any such right or remedy nor shall it be construed to be a waiver of any breach or default of Lessee. Any waiver or consent by Lessor under this Lease must be in writing specifically set forth. This Lease completely states the rights of Lessor and Lessee with respect to the Units and supersedes all prior agreements with respect thereto. Time is of the essence of this Lease. No variation or modification of this Lease shall be valid unless in writing and signed by the authorized representatives of Lessor and Lessee. All notices hereunder shall be in writing, addressed to each party at the address set forth on the front of this Lease or at such other address as may be furnished in writing. If any provision of this Lease shall be invalid under any applicable law, such provision shall be deemed omitted but the remaining provisions shall be given effect. All obligation of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance.

15. GENERAL: This Lease shall be governed by and construed under the laws of the State of Florida.

**LESSEE ACKNOWLEDGES HAVING RECEIVED A FULLY COMPLETED AND EXECUTED COPY
OF THIS AGREEMENT**

Lessee: Suwannee County BD of Commissioners

Lessor: RING INVESTMENTS, LLC

By _____

By _____

Name: Greg Scott

Name (PRINT) _____

Title: County Administrator

Title: _____

Date: 4/2/2024

Date: _____

SCHEDULE A
Payment Schedule

02/19/2024 9:07 PM

Suwannee County BOCC - W9400522

Compounding Period: Annual

Nominal Annual Rate: 4.990%

Cash Flow Data - Leases and Lease Payments

	Event	Date	Amount	Number	Period	End Date
1	Lease	TBD	282,967.00	1		
2	Lease Payment	TBD	66,960.49	2	Annual	TBD
3	Residual	TBD	167,800.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	TBD					282,967.00
1	TBD	66,960.49		0.00	66,960.49	216,006.51
2024 Totals		66,960.49	0.00	0.00	66,960.49	
2	TBD	66,960.49		10,778.72	56,181.77	159,824.74
2025 Totals		66,960.49	0.00	10,778.72	56,181.77	
Residual	TBD		167,800.00	7,975.26	159,824.74	0.00
2026 Totals		0.00	167,800.00	7,975.26	159,824.74	
Grand Totals		133,920.98	167,800.00	18,753.98	282,967.00	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.990%	\$18,753.98	\$282,967.00	\$301,720.98

DELIVERY CERTIFICATION

This pertains to the Lease between Ring Investments LLC as Lessor and Suwannee County Board of County Commissioners as Lessee.

This confirms that the Lessee physically received the following Unit(s) on the possession date below. As of the date of signature of this form, (i) the Unit(s) are in all respects satisfactory to Lessee for leasing under the Lease, and (ii) Lessor has performed all of its obligations under the Lease.

Description of Unit(s) New CAT 140GC Motor Grader
s/n W9400522

Location Suwannee County

Possession Date _____

Signature _____

Title County Administrator

Print Name Greg Scott

Date Signed _____

RING INVESTMENTS, LLC
Attention: Susan Richardson
500 World Commerce Parkway
St. Augustine, FL 32092
Phone: 904/494-1101
Email: susan.richardson@ringpower.com

INSURANCE COVERAGE FOR CONTRACTED EQUIPMENT

TO: Insurance Agent

FROM: Suwannee County Board of County Commissioners 13150 80th Terrace, Live Oak, FL 32064
Customer Name

EQUIPMENT: NEW CAT 140GC Motor Grader s/n W9400522 Valued at \$282,967.00
Description, including Serial Number

Per THE LONG-TERM EQUIPMENT LEASE AGREEMENT entered into between Customer shown above and Ring Investments LLC, it is required that Ring Investments, LLC be provided with insurance coverage in accordance with the agreement as indicated below.

- Physical damage coverage must show that Ring Investments LLC, has been named loss payee for the equipment's replacement value.
- The deductible must be shown.
- General liability insurance in the amount of \$1,000,000.00 showing Ring Investments LLC, as additional insured in reference to the machine is required.

Please notify your agent for the proper coverage, and list name and address below.

Insurance Agent: B.W. Helvenston & Sons Inc.

Address: 100 East Howard Street

Phone: 386-362-1818 Fax: 386-362-6366

Contact Name: Lee Harvard

Policy Number: FMIT 0579

Greg Scott
Print Name

Customer Signature

4/2/2024
Date

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
Attn: Susan Richardson
Fax: 904/281-0155
Email: susan.richardson@ringpower.com

Processing of this transaction will be held pending receipt of this information.

Thank you for your attention in this matter.

RING INVESTMENTS, LLC
 Attention: Susan Richardson
 500 World Commerce Parkway
 St. Augustine, FL 32092
 Phone: 904/494-1101
 Email: susan.richardson@ringpower.com

Customer Information Verification

Please confirm all information listed below – If any information is incorrect, please make corrections in the space provided.

This form should be attached to the contract and made a part thereof. Thank you for your assistance.

	CURRENT INFORMATION	CORRECTIONS
Customer Name:	Suwannee County BD of Commissioners _____	_____
Physical Address:	13150 80th Terrace Live Oak, FL 32064 _____	_____
Mailing Address:	13150 80th Terrace Live Oak, FL 32064 _____	_____
Equipment Location:	PLEASE PROVIDE _____	Suwannee County _____
Business Telephone Number:	(386)362-0542 _____	386-364-3400 _____
Contact Person:	_____	Shannon Roberts _____
Federal ID #/SS#:	_____	59-600873 _____
Email Address for Contact Person:	PLEASE PROVIDE _____	shannonr@suwcountyfl.gov _____
Tax Exempt Status:	<input checked="" type="checkbox"/> *Exempt <input type="checkbox"/> Non-Exempt	*Tax exemption certificate required – please attach and return with your documents (Florida Department of Revenue Form DR14).

The information above has been reviewed and is accurate to the best of my knowledge with exception of corrections as noted:

Customer Initials

Personal Verification Form

I have determined from my personal experience the identity of each of the below-listed individuals associated with the referenced transaction. (Please Print); or

I have reviewed a photo identification of each of the below listed individuals associated with the referenced transaction and compared the appearance of the presenting individual to the photo identification. (Please Print)

Name of customer/transaction: _____

1. **Individual's name and title:** Greg Scott, County Administrator

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

2. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

3. **Individual's name and title:** _____

a) **Basis of personal knowledge:** _____

b) **Manual verification of photo identification:**

Type of identification reviewed: _____, State of issuance: _____,

Document number: _____, Address shown on identification: _____.

Signature of Ring Investments LLC or Dealer representative completing this form:

Signature

Print Name

Date

Suwannee County BOCC - W9400522

Compounding Period: Annual

Nominal Annual Rate: 4.990%

Cash Flow Data - Leases and Lease Payments

Event	Date	Amount	Number	Period	End Date
1 Lease	02/19/2024	282,967.00	1		
2 Lease Payment	02/19/2024	66,960.49	2	Annual	02/19/2025
3 Residual	02/19/2026	167,800.00	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	02/19/2024					282,967.00
1	02/19/2024	66,960.49		0.00	66,960.49	216,006.51
2024 Totals		66,960.49	0.00	0.00	66,960.49	
2	02/19/2025	66,960.49		10,778.72	56,181.77	159,824.74
2025 Totals		66,960.49	0.00	10,778.72	56,181.77	
Residual	02/19/2026		167,800.00	7,975.26	159,824.74	0.00
2026 Totals		0.00	167,800.00	7,975.26	159,824.74	
Grand Totals		133,920.98	167,800.00	18,753.98	282,967.00	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.990%	\$18,753.98	\$282,967.00	\$301,720.98



Brooksville 352-796-4978	Daytona Beach 386-947-3363	Gainesville 352-371-9983	Jacksonville 904-714-2600	Lake City 386-755-3997
Lakeland 863-606-0512	Ocala 352-732-2800	Orlando 407-855-6195	Palm Bay 321-952-3001	Perry 850-584-2800
Pompano Beach 854-977-5010	Sarasota 941-753-7535	St. Augustine 904-737-7730	Tallahassee 850-562-2121	Tampa 813-671-3700

Date: 2/19/24

Machine Repurchase Agreement

Quote Prepared for: Suwannee County Board of County Commissioners

Machine Description

Serial Number W9400522	Make CAT	Model 140GC Motor Grader
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Guarantee Repurchase Option

Term 2 Years/ 3000 Total Hours	Guaranteed Repurchase Option \$167,800.00
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The guaranteed repurchase constitutes an agreement between the equipment purchaser listed above and Ring Power Corporation. This agreement becomes effective on the original delivery date of the equipment and shall expire when either the machine ownership period or hours of usage indicated above have been exceeded. This contract is not transferable unless otherwise agreed upon, in writing, by Ring Power Corporation. Exercising the repurchase option is solely the right of the customer listed above.

To maintain the repurchase agreement the equipment owner agrees that each unit, upon its return, shall:

1. Be in sound mechanical shape and be in good working order under full payload.
2. Have no missing sheet metal, glass or parts. Damages to machine shall not exceed \$1,500.
3. Have no structural damage to frame.
4. Have all PM (Planned Maintenance) services up to date. A record of past services and fluid analysis/oil samples being completed following manufacturer recommendations shall be provided with equipment return.
5. Shall be returned with any and all attachments, accessories or upgrades originally sold with unit; and
6. A) Have tires in safe and operable condition with a minimum of forty percent (40%) original tread life remaining. Tires must have matching tread pattern and meet original bid spec requirements on return.

OR

B) Have a minimum of fifty percent (50%) life remaining on all undercarriage components including track shoes, links, pins and bushings, idlers, bogies, sprockets, carrier rollers and track rollers. Undercarriage components must be Caterpillar OEM parts.

7. Any parts replaced due to wear or damage must be Caterpillar OEM parts.

The condition of each unit shall be determined by an inspection report completed by Ring Power Corporation prior to its return. At the equipment owners discretion they may correct any deficiencies within a reasonable period, accept a lower repurchase price determined by Ring Power Corporation, or reimburse Ring Power Corporation for necessary repairs to restore the unit to agreed upon condition.

Greg Scott

Name of Authorized Customer Representative
County Administrator

Title

Signature

Date: 4/2/2024

Updated: 4/4/17

Ring Power Sales Rep.
Date: _____

Ring Power Sales Manager

Date: _____

**RING INVESTMENTS, LLC
EQUIPMENT APPLICATION SURVEY**

Customer Name: Suwannee County BOCC

Location: Suwannee County

Make: CAT

Model: 140GC

Quantity: 1

S/N: W9400522

Annual Usage: 1500 Hours

Current Hours: 12

Dealer: Ring Power

Dealer Location: Saint Augustine, FL

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Ring Investments, LLC for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as fee lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; and all underground mining applications. Any applications requiring unusual attachments, equipment modifications or have non-traditional use of the equipment. Any transaction with five or more of one model.

Please **COMPLETE THE ENTIRE SURVEY** for all transactions including any of the above applications.

MAJOR ATTACHMENTS (Check all that apply):

<input type="checkbox"/> 4 Wheel Drive	<input type="checkbox"/> Slope Board	<input type="checkbox"/> Pallet Forks	<input type="checkbox"/> Landscape Rake	<input type="checkbox"/> Concrete Crusher
<input type="checkbox"/> Auger	<input type="checkbox"/> Tiller	<input type="checkbox"/> Rotator	<input type="checkbox"/> Metal Shear	<input type="checkbox"/> Forks
<input type="checkbox"/> Cab Riser	<input type="checkbox"/> Access Platform	<input type="checkbox"/> Snow Plow	<input type="checkbox"/> Ride Control	<input type="checkbox"/> Long Reach Stick
<input type="checkbox"/> Delimber	<input type="checkbox"/> Block Forks	<input type="checkbox"/> Top Clamp	<input type="checkbox"/> Saw Head	<input type="checkbox"/> Mower
<input type="checkbox"/> Generator	<input type="checkbox"/> Cold Planer	<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Solid Tires	<input checked="" type="checkbox"/> Ripper Scarifier
<input type="checkbox"/> Lumber Forks	<input type="checkbox"/> E-Stick	<input type="checkbox"/> Broom	<input type="checkbox"/> Trencher	<input type="checkbox"/> Shear Head
<input type="checkbox"/> OHT Body Liner	<input type="checkbox"/> Grapple	<input type="checkbox"/> Compactor	<input type="checkbox"/> All-Wheel Steer	<input type="checkbox"/> Special Rims
<input type="checkbox"/> Rotasaw	<input type="checkbox"/> Magnet	<input type="checkbox"/> Feller Buncher	<input type="checkbox"/> Cab	<input type="checkbox"/> Winch

Other:

BLADES AND BUCKETS (Check all that apply):

<input checked="" type="checkbox"/> PAT Blade	<input type="checkbox"/> Side Dump Bucket	<input type="checkbox"/> Landfill Bucket	<input type="checkbox"/> Chip Blade	<input type="checkbox"/> Angle Blade
<input type="checkbox"/> Bottom Dump Bucket	<input type="checkbox"/> "SU" Blade		<input type="checkbox"/> GP Bucket	<input type="checkbox"/> Coal Blade
<input type="checkbox"/> Ejector Bucket	<input type="checkbox"/> Carry Dozer Blade	<input type="checkbox"/> Stag Bucket	<input type="checkbox"/> Multi-Purpose Bucket	<input type="checkbox"/> High Volume Bucket
<input type="checkbox"/> Landfill Blade	<input type="checkbox"/> Front Dump Bucket	<input type="checkbox"/> "U" Blade	<input type="checkbox"/> Straight Blade	<input type="checkbox"/> Rock Bucket

Other:

MARKET CATEGORIES (Check all that apply):

<input type="checkbox"/> Heavy Construction – Airports, Bridges, Dams, Highway/Road	<input type="checkbox"/> Quarry – Granite, Limestone, Sand & Gravel
<input type="checkbox"/> Building Construction – Commercial, Residential, Utilities	<input type="checkbox"/> Forest Products – Loading, Road Construction, Skidding, Timber Harvesting
<input type="checkbox"/> Landscape Construction – Commercial, Residential	<input type="checkbox"/> Forest Products – Mill and Yard Operations
<input type="checkbox"/> Mining - Metals – Copper, Gold, Iron, Lead, Silver, Underground, Uranium Zinc	<input type="checkbox"/> Industrial – Dairy/Mushroom Farm, Demolition, Feed Lot, Fertilizer/Lime Handling, Landfills, Rendering Plants, Scrap Handling, Steel Mill, Transfer Stations
<input type="checkbox"/> Mining – Non-Metals – Clay, Coal, Oil Sands, Oil Shale, Peat, Underground	<input checked="" type="checkbox"/> Governmental – Road Maintenance, Snow Removal
<input type="checkbox"/> Petroleum & Gas – Exploration and Development, Pipelines	<input type="checkbox"/> Rental Services – Rental Fleets

This application survey is considered to be an integral part of the lease between the Lessor and Lessee. The information obtained from this survey will be primary importance in the lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Ring Investments, LLC.

Lessee: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Lessor: RING INVESTMENTS, LLC

Signature: _____

Signature: _____

Print Name: Greg Scott

Print Name: _____

Title: County Administrator

Title: _____

Date: 4/2/2024

Date: _____

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give the Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all units to the Lessor.
- Return the units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of units to a site designated by the Lessor.
- Ensure the units upon return are thoroughly cleaned, steamed cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire term of the lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvements Programs (PIP's) must be complete before units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease units upon request from the Lessor. Provide access to the units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

Specific TINWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pitted, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to roll over protection (ROPS) and falling object protections (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet lines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers, belts can not have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls. Skid Steer tires are exempt from this provision.

LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL MACHINE INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE ANY TIME EVIDENCE DEMONSTRATES MACHES ARE BEING ABUSED FROM NEGLECT OR MISAPPLICATION.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on RPC's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the "REMAINING LIFE REQUIREMENTS" section of the Mandatory Condition of Equipment Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

<u>Life Remaining</u> 50% or greater 31% to 49% 0% to 30%	<u>Charge To Lessee</u> No charge to Lessee 50% charge to Lessee 70% charge to Lessee
--	--

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of 125 HOURS PER MONTH over a term of 24 MONTHS for total usage during the leasing term of 3000 HOURS. This total usage combined with any accumulated HOURS prior to the Lease inception date, as stated above under current miles, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

Total Lease Hours 3000 + Starting Hours 12 = Total Allowable Machine Hours 3,012

OVERUSE CALCULATION:

In addition to the Lessor's other rights herunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Miles established for the Lease as stated above. This hourly rate shall be **\$44.64 per hour**. Please note: To avoid overuse charges, notify Ring Power Corporation immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease contract will be adjusted to reflect the correct hours usage.



RING
INVESTMENTS, LLC

Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092
904-494-1101

INVOICE

Invoice No.:
62886

SUWANNEE COUNTY BOCC
13150 80TH TERRACE
LIVE OAK, FL 32064

Account No.:
SUWCO.50

Annual Payment on Governmental Lease-Option to Purchase Agreement for:
CAT 140GC MOTOR GRADER, SERIAL NO. W9400522

AMOUNT \$66,960.49

We appreciate your prompt payment
Fax: 904-281-0155
Email: Susan.Richardson@ringpower.com or Lisette.Vega@ringpower.com

Please make check payable to and mail to:
Ring Investments, LLC
500 World Commerce Parkway
St. Augustine, FL 32092

SUWANNEE

Parks & Recreation

EXECUTIVE SUMMARY

Objective:

To request the Board of County Commissioners to approve Change Order #2A for Curt's Construction, Inc. due to reworking the existing lime rock and asphalt base and overlay with 1.5" of Superpave on the Suwannee River Greenway at Branford SunTrail project.

Consideration:

The change order is due to a modification to include the reclamation of the existing asphalt and base material and the placement of a total of 1.5" of asphalt.

This change order is an increase in the reworking limerock base and Superpave asphalt.

Change Order #1 was a \$40,959.71 decrease so this increase of \$18,400.95 is within the reduced contract price of \$2,919,518.70.

Budget Impact – paid for with FDOT funds.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to approve Change Order #2A for Curt's Construction, Inc. due to reworking the existing lime rock and asphalt base and overlay with 1.5" of Superpave on the Suwannee River Greenway at Branford SunTrail project.

Respectfully submitted:

Dated: April 2, 2024

Jason Furry, CPRP
Parks & Recreation Director

Date of Issuance:	Effective Date:
Owner: Suwannee County BOCC 13150 80th Terrace Live Oak, FL 32060	Owner's Contract No.: 2024-22
Contractor: Curt's Construction, Inc. 519 N W Crawford Ct White Springs, FL 32096	Contractor's Project No.:
Engineer: North FL Professional Services Inc. 1450 SW State Road 47 Lake City, FL 32025	Engineer's Project No.:
Project: Greenway Trail Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: The typical section from STA 247+62 to 263+15 has been modified to include the reclamation of the existing asphalt and base material and the placement of a total of 1.5" of asphalt. This is an increase from the originally designed thickness of 1". See attached change order breakdown.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,960,478.41</u>	Original Contract Times: Substantial Completion: <u>260 days</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>40,959.71</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>0 days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,919,518.70</u>	Contract Times prior to this Change Order: Substantial Completion: <u>260 days</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>18,400.95</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>3 days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>2,937,919.65</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>263 days</u> Ready for Final Payment: _____ days or dates

RECOMMENDED: By: <u>[Signature]</u> Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Title: <u>Transportation Director</u>	Title: _____	Title: <u>Vice President</u>
Date: <u>3-26-24</u>	Date: _____	Date: <u>3-26-24</u>

Approved by Funding Agency (if applicable)
By: _____ Date: _____
Title: _____

Curt's Construction, Inc.

Lake City Office
519 NW Crawford Court
White Springs, FL 32096
Phone: (386) 758-1935
Fax: (386) 755-7422
Email: dana@curtscon.com

Live Oak Office
14952 US 90 West
Live Oak, FL 32060
Phone: (386) 362-7814
Fax: (386) 364-2802
Email: estimating@curtscon.com

Justin Ford, PE, CFM
Dewberry
20684 Central Avenue East
Blountstown, FL 32424-6209
Cell: (850) 814-3907
Email: jford@dewberry.com

Project Name: Suwannee River Greenway Trail
Financial Project ID: 442872-1
Project No: 2024-22

RE: Change Order #2A

Reworking the existing lime rock and asphalt base and overlay with 1.5" of super pave starting at Sta. 247+60 to 263+20:

• Reworking Limerock Base	2,250+-	SY	\$ 4.53	\$10,192.50
• Superpave Asphaltic Conc, Traffic C	45+-	TN	\$182.41	<u>\$ 8,208.45</u>
		TOTAL		\$18,400.95

Please add 3 days to contract.

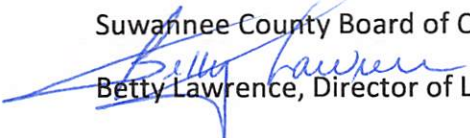
Thank you,
Dana Haynes



Suwannee River Regional Library

1848 Ohio/M.L. King, Jr. Avenue South
Live Oak, Florida 32064
(386) 362-2317 • FAX (386) 364-6071

BETTY LAWRENCE
DIRECTOR OF LIBRARIES

DATE: March 26, 2024
TO: Suwannee County Board of County Commissioners
FROM:  Betty Lawrence, Director of Libraries, Suwannee River Regional Library
RE: Public Library Construction Grant Agreement between The State of Florida,
Department of State and Suwannee County Board of County Commissioners for
and on behalf of Suwannee River Regional Library System

Dear Commissioners,

This is to present, for board approval and signing, the Public Library Construction Grant Agreement between the State of Florida and the Suwannee County Board of County Commissioners for the construction of the Branford Public Library expansion project.

Thank you.

**PUBLIC LIBRARY CONSTRUCTION GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Suwannee County Board of County Commissioners for and on behalf of
Suwannee River Regional Library System**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the **Suwannee County Board of County Commissioners** for and on behalf of **Suwannee River Regional Library System** hereinafter referred to as the "Grantee."

The Grantee has submitted a grant application and has met all eligibility requirements and has been awarded a Library Construction Grant (CSFA 45.020) by the Division: grant number 24-PLC-19 for the project "**Branford Public Library**" in the amount of **\$500,000**. Funds for this grant have been appropriated in the Fiscal Year 2023-2024 General Appropriations Act on line 3254A. The Division has the authority to administer this grant in accordance with Section 257.191, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Branford Public Library" the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

This project will expand a 5,000 square foot facility to 7,000 square feet. The project will provide the opportunity to accommodate increased service demands created as a result of new and innovative interactive programs, the growing library collections, increase in informational program offerings and citizens desire to have access to more in depth and comprehensive knowledge of the springs located in Florida in general and in Suwannee, Hamilton, Madison and other nearby counties in particular. The increase of 2,000 square feet will provide ample space for anticipated service growth for the foreseeable future.

All tasks associated with the project, as outlined in the Project Description (see Attachment A), will be performed by June 1, 2025. All project work will be completed under the supervision of a licensed architect or licensed contractor.

b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
1	Fixed Price	The Grantee will have completed at least 30 percent (30%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 30 percent (30%) of the project completed.	\$150,000
2	Fixed Price	The Grantee will have completed at least 60 percent (60%) of the project prior to payment.	The performance measure documenting satisfactory completion of Deliverables will be a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or its equivalent (see Appendix 1), showing at least 60 percent (60%) of the project completed.	\$150,000
3	Fixed Price	The Grantee will have completed at least 100 percent (100%) of the project prior to payment.	Completed Application and Certificate for Payment (AIA Document G702), Schedule of Contract Values (AIA Document G703), and a Certificate of Substantial Completion (AIA Document G704), or its equivalent (see Appendix 1), showing 100 percent (100%) of the project completed, including all retainage amounts paid.	\$150,000
4	Fixed Price	The Grantee will have completed all project and agreement obligations prior to payment.	Submission and acceptance of a Library Construction Closeout Report (see Section 9) that certifies that all project funds have been expended and the project has been closed out.	\$50,000
Totals				\$500,000

- a) The Grantee has provided an Estimated Project Budget (which is incorporated as part of this Agreement and titled Attachment B). All expenditures for this agreement shall be in accordance with this budget (Attachment B).
- b) **Change Orders.** Should grant expenditures exceed the budgeted category amount by more than 20%, the Grantee shall be required to submit a Change Request for the Project Budget with an explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for

review and approval. The proposed revision should be submitted using a Change Request on the DOS Grants System at dosgrants.com.

2. **Length of Agreement.** This Agreement shall begin on 07/01/23 and shall end 06/01/25 unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Tom Peña, Grant Programs Supervisor
Florida Department of State
R.A. Gray Building
Mail Station #9D
500 South Bronough Street
Tallahassee, Florida 32399-0250
Phone: 850.245.6620
Facsimile: 850.245.6643
Email: thomas.pena@dos.myflorida.com

For the Grantee:

Betty Lawrence, Library Cooperative Director
Live Oak Public Library
1848 Ohio Avenue South/M.L. King Avenue
Live Oak Florida 32064
Phone: 386.362.2317
Email: blawrence@neflin.org

4. **Grant Payments.** Payment requests and supporting documentation must be submitted on the DOS Grants System at dos.grants.com. The total grant award shall not exceed \$500,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:
 - a) The first payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.

- b) The second payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - c) The third payment will be 30 percent (30%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
 - d) The fourth payment will be 10 percent (10%) of the grant award. Payment will be made in accordance with the completion of the Deliverables and performance measures.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E rev 3/2022), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form, visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com. A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.
7. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by submitting a Change Request form with the Division on the DOS Grants System at dosgrants.com. Changes that are agreed upon shall be valid only when in writing, signed by each of the parties and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, the grant award is subject to partial or complete refund to the State of Florida and this agreement is subject to termination.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:
- a) First payment will be withheld if Deliverables are not satisfactorily completed.
 - b) Second payment will be withheld if Deliverables are not satisfactorily completed.
 - c) Third payment will be withheld if Deliverables are not satisfactorily completed.
 - d) Fourth payment will be withheld if Deliverables are not satisfactorily completed.
9. **Grant Reporting Requirements.** The Grantee must submit a progress report every six (6) months until the project is completed. At the completion of the project, the Grantee must submit a Final Report. The Progress Reports and the Final Report must be submitted on the DOS Grants System at

dosgrants.com.

10. **Matching Funds.** Matching funds must equal the grant amount, dollar for dollar. Upon request, the Division will waive the financial matching requirements on grants for Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*.
11. **Grant Completion Deadline.** The grant completion deadline is 06/01/25. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 120 days unless the Grantee can demonstrate extenuating circumstances as described in Section 12 of this Agreement.
12. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period and may not exceed 120 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee and prevents timely completion of the project, such as a natural disaster, death or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services, which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.
13. **Credit Line(s) to Acknowledge Grant Funding.** Each construction project shall display a project identification sign in a prominent location at the project site and shall maintain said sign while work is in progress. The sign must be a minimum of eight (8) square feet in area, be constructed of plywood or other durable material, and contain the following acknowledgment of grant assistance:
 - a) “This project is sponsored in part by the Department of State, Division of Library and Information Services and the State of Florida.”
 - b) Any variation in the above specifications must receive prior approval in writing by the Division. The cost of preparation and erection of the project identification sign are allowable project costs. Routine maintenance costs of project identification signs are not allowable project costs.
14. **Project Expenditures.** The Grantee agrees to expend all project (grant and matching) funds received under this agreement solely for the purposes for which they were authorized and appropriated. Grant and matching expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, incorporated by reference (as of October 2022), which are available online at <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. In addition, the following are not allowed as grant or matching expenditures:
 - a) In-kind services.
 - b) Routine maintenance costs of project signs.

- 15. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of state funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of October 2022) <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>, incorporated by reference.
- 16. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Thomas Peña, Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 17. Operation and Use of Facility.** A facility that will be constructed, remodeled or expanded using state grant funds must be maintained as a public library and provide free library service for a period of 20 years. Failure to maintain the facility exclusively as a public library or to provide free library service for the 20-year period will result in repayment of all or a portion of the grant funds. The 20-year period begins on the date of project closeout. If the facility is not maintained as a public library or free library service has not been provided for the 20-year period and release from the unconditional use requirement has not been requested and approved, the repayment schedule is as follows:
- a) For each year that the facility is maintained as a public library, reduce the amount to be repaid by 5%, i.e., 1 year – 95% of the grant funds, 5 years – 75% of the grant funds, 10 years – 50% of the grant funds, etc.
 - b) If the facility is not maintained as a public library for an entire year, the amount to be repaid will be prorated based on the number of months the facility was not maintained as a public library, rounded to the next whole month.

Release from the unconditional use requirement may be requested and will be granted if a situation arises that will provide a library facility to serve the same community that will result in a higher level of library service. The request shall be submitted in writing to the Director of the Division of Library and Information Services.

- 18. Historic Preservation Review.** If the facility that is being renovated with state funds is fifty (50) years old or older, then in accordance with Sections 267.061(2)(a) and (b), *Florida Statutes*, the Grantee must submit information about the grant project to the Division of Historical Resources, Bureau of Historic Preservation (Bureau), so that it may determine whether the project has historic significance. Should the Bureau deem the facility to have historic significance, grant funds may only be released after the Bureau notifies the Division, in writing, that the Grantee has satisfied the Bureau's requirements. If the facility is not deemed to be of historic significance, grant funds will be

released to Grantee in accordance with Section 4 of this Agreement.

19. **Single Audit Act.** Each grantee, other than a grantee that is a state agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment C for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes*, within nine months of the close of its fiscal year.
20. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained until five (5) fiscal years after the litigation, audit or claim has been resolved.
21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
22. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
23. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State (DOS) policies and guidance, local policies or other applicable law, or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other DOS Division shall be in noncompliance status and subject to the DOS Grants Compliance Procedure. DOS Divisions include the Division of Arts and Culture, the Division of Elections, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any DOS grant may be released.
24. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a

different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

- 25. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 26. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.
- 29. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.
- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the

Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
 - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Subgrantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Subgrantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Subgrantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 23, Noncompliance.
31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
33. **Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such

breach or default or any similar breach or default.

- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, whose shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) **Procurement of Goods and Services Not Exceeding \$35,000.** The Subgrantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Subgrantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) **Procurement of Goods and Services Exceeding \$35,000.** Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 37. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 38. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 39. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the *Immigration and Nationality Act (8 USC 1324(a)(as of April 2019))*, incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the *Americans with Disabilities Act of 1990* (ada.gov (as of April 2019)), incorporated by reference.
42. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.
43. **Entire Agreement.** The entire Agreement of the parties consists of the following documents:
 1. This Agreement;
 2. Project Description (Attachment A);
 3. Estimated Project Budget (Attachment B); and
 4. Florida Single Audit Act Requirements (Attachment C).
 5. Schedule of Contract Values (Appendix 1)

In acknowledgment of Grant Number 24-PLC-19, provided for from funds appropriated in the FY 2023- 2024 General Appropriation Act in the amount of \$500,000, the Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Subgrantee:

Department of State

By: _____

By: _____

Authorized Official for the Subgrantee

Amy Johnson, Director

Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Typed name and title

Date

Date

Witness

Witness

Date

Date

**ATTACHMENT A
Project Description**

(The project description below was extracted from the original application submitted in May 2022.)

This project will expand a 5,000 square foot facility to 7,000 square feet. The project will provide the opportunity to accommodate increased service demands created as a result of new and innovative interactive programs, the growing library collections, increase in informational program offerings and citizens desire to have access to more in depth and comprehensive knowledge of the springs located in Florida in general and in Suwannee, Hamilton, Madison and other nearby counties in particular. The increase of 2,000 square feet will provide ample space for anticipated service growth for the foreseeable future.

**ATTACHMENT B
Estimated Project Budget**

Description	Grant Funds	Cash Match	In Kind Match
Architect's Fees	\$50,000		
Expansion of Existing Building	\$375,000		
Initial Equipment		\$65,000	
Site Preparation	\$75,000		
Totals	\$500,000	\$65,000	\$0

ATTACHMENT C
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 *CFR* §200.501 Section 215.97, *Florida Statutes*, monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 *CFR* §200.425, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 *CFR* §200.90, §200.64, and §200.70 as revised.

- i. In the event that the recipient expends \$750,000 for fiscal years ending after December 31, 2014 or more during the non-Federal entity's fiscal year in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 *CFR* §200.501. Exhibit 1 to this agreement indicates Federal resources awarded through the Department of State. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 *CFR* §200.502. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 *CFR* §200.514, as revised, will meet the requirement of this part.
- ii. In connection with the audit requirements addressed in Part I, paragraph i, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 *CFR* §200.508.
- iii. If the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 *CFR* §200.501 is not required. In the event that the recipient expends less than \$750,000 for fiscal years ending after December 31, 2014 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 *CFR* §200.501, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities). (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is

exempt from Federal audit requirements for that year, except as noted in 2 *CFR* §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending after June 30, 2016), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending after June 30, 2016), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year ending after June 30, 2016 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
<http://www.leg.state.fl.us/>

Part III: Report Submission

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R.A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, Florida 32399-0250

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, Indiana 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R.A. Gray Building, Room 114A
500 South Bronough Street
Tallahassee, FL 32399-0250

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399

3. Any reports, management letter, or other information required to be submitted to the Department of

State pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State 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 that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State Public Library Construction Program; CSFA Number 45.020.

Award Amount: \$500,000.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

Appendix 1

Schedule of Contract Values

(This form must be completed by the Contractor for the Project.)

PROJECT NAME: PROJECT #: CONTRACTOR:	APPLICATION NO: APPLICATION DATE: PERIOD TO: PERCENT COMPLETE TO DATE:
---	---

A	B	C	D	E	F	G	H	I	J
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE (IF VARIABLE RATE)
NO.	(Fill in & break down contract values)		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	TO FINISH (C - G)	
	(Add any change order(s) descriptions)								
	GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00

Contract Manager: Minimum performance requirements successfully completed and approved by: _____
 Date: ____ / ____ / ____

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of resolution empowering County Administrator to execute FL Department of Transportation (FDOT) grant #FM 443402-02

Considerations:

- Board approved the Florida Department of Transportation grant # FM 443402-02 in the amount of \$500,000 at the 3/19/2024 meeting
- Florida Department of Transportation grant # FM 443402-02 is for 169th Road rail crossing replacement
- FDOT has requested the Board provide a resolution authorizing the County administrator to sign/execute all associated grant documentation

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request the Board to approve a resolution empowering County Administrator to execute FL Department of Transportation (FDOT) grant #FM 443402-02

Respectfully submitted,

Greg Scott,

County Administrator

**A RESOLUTION CONFIRMING SUWANNEE COUNTY'S
COMMITMENT TO A TRANSPORTATION GRANT AGREEMENT
WITH THE STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION**

WHEREAS, SUWANNEE COUNTY, FLORIDA ("COUNTY") and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), have determined it to be in their mutual best interests to facilitate the development of the herein described project at Live Oak, Suwannee County, Florida, to wit:

Procurement for Suwannee County Industrial Complex – Rail Crossing Replacement

FDOT Project Number: 443403-2-94-01

and,

WHEREAS, FDOT and the COUNTY have agreed to joint funding for the above project; the FDOT portion of which shall be the maximum of \$500,000.00 related to eligible project costs; and,

WHEREAS, both parties wish to formalize the arrangement in the form of a Public Transportation Grant Agreement ("PTGA"), which requires no Local Front End Funding by the COUNTY.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, as follows:

- 1) The Board of County Commissioners of Suwannee County, Florida, confirms its desire to enter into Public Transportation Grant Agreement, FDOT Project Number 443403-2-94-01, with FDOT;
- 2) The Chairman, TRAVIS LAND, or his designee is herein authorized to execute this resolution on behalf of the COUNTY.
- 3) The Chairman of the Board of County Commissioners of Suwannee County, Florida, TRAVIS LAND, or County Administrator, are authorized to enter into and sign such documents as may be necessary, including the aforementioned PTGA, future modifications, time extensions and project scope changes with the FDOT.

(REMAINDER OF PAGE RESERVED)

SUWANNEE COUNTY RESOLUTION NO.: _____

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____, 2024.

Attest:

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

Barry A. Baker
County Clerk

Travis Land
Chairman

EXECUTIVE SUMMARY

Barry Baker
Clerk of the Circuit Court

Synopsis: Consider request by Clerk to return \$29,450 of excess funds remitted to the County after the end of Fiscal Year 2022-2023.

OBJECTIVE:

To have the Board of County Commissioners return \$29,450 of excess funds remitted from the Clerk to the County after the end of Fiscal Year 2022-2023.

CONSIDERATION:

On March 14, 2024, regarding Case Number 2020-159-CF, the Circuit Court ruled in favor of the surety's Motion for Remission of Forfeiture according to Florida Statute 903.28(3) (see attached Order). The Clerk was ordered to return \$29,450 in bond money to the surety, Marlon Ivey Bail Bonds, by March 28, 2024.

The Clerk had already remitted these funds to the County on December 21, 2023, as part of the \$79,040.75 in excess funds delivered from the 2022-2023 Fiscal Year.

RECOMMENDATION:

That the Suwannee County Board of County Commissioners review the information and authorize the return of \$29,450 to the Clerk of Court from excess funds remitted to the County from Fiscal Year 2022-2023.

March 14, 2024

Prepared By:



**ERIC MUSGROVE
DEPUTY CLERK**

For:

**BARRY BAKER
CLERK OF THE CIRCUIT COURT**

IN THE CIRCUIT COURT OF THE
THIRD JUDICIAL CIRCUIT IN AND
FOR SUWANNEE COUNTY, FLORIDA

STATE OF FLORIDA

*

VS

*

CASE NO. 20-159CF

JODY DWAYNE SCHOFIELD

*

POWER NO. AC20-090969

Defendant

ORDER ON MOTION TO DIRECT REMISSION TO SURETY

This cause having come before the court upon the surety's Motion for Remission Of Forfeiture according to Florida Statute 903.28(3), and the court having considered the same and being fully advised in the premises, it is therefore:

ORDERED and **ADJUDGED** that the remission be granted and the sum of \$29,450.00 shall be remitted to Marlon Ivey Bail Bonds. *or or before 5-29-24.*

DONE AND ORDERED this *14th* day of *March*, 2024.

Mark Feagle

HONORABLE JUDGE FEAGLE

Copies to:
✓ Kyle McLeod, Attorney at Law
Marlon Ivey Bail Bonds
emailed at
Certified copy to
Suw. Clerk finance dept.
3-14-24

RECEIVED
MAR 14 2024
BARRY A. BAKER
SUWANNEE CO. CLERK OF COURT
BY *[Signature]* D.C.

SUWANNEE
Parks & Recreation

Executive Summary

Objective:

To request the Board of County Commissioners to grant permission to advertise for the demolition of the Conflerworth Building and the Hog and Steer Barns at the Suwannee County Fairgrounds Complex.

Considerations:

The current buildings, barns and facilities are outdated and in need of extensive repairs.

The facilities will be replaced by a new, multipurpose livestock facility.

The demolition will be funded through the FDACS grant.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to grant permission to advertise for the demolition of the Conflerworth Building and the Hog and Steer Barns at the Suwannee County Fairgrounds Complex.

Respectfully submitted:

Dated: April 2, 2024

Jason Furry, CPRP
Parks & Recreation Director

SUWANNEE

Parks & Recreation

Executive Summary

Objective:

Authorization to advertise for Request for Qualifications regarding Professional Planning & Design, Feasibility/Master Plan Studies and other related services throughout the County for Parks and Recreation.

Considerations:

We have never had a county-wide assessment or master plan done.

Recent increases in population, number of park users, and program participation is causing us to outgrow the First Federal Bank Sportsplex as well as other parks and we need to plan for future facility needs.

This will allow a professional group to come in and provide technical assistance to look at our parks, facilities, programming and staffing to allow us to look at short and long-range plans to best meet current and future needs.

Budget Impact - Budgeted in our Professional Services line in the Recreation budget.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to give authorization to advertise for Request for Qualification regarding Professional Planning & Design, Feasibility/Master Plan Studies and other related services throughout the County for Parks and Recreation.

Respectfully submitted:

Dated: April 2, 2024

Jason Furry, CPRP
Parks & Recreation Director

SUWANNEE COUNTY

CLERK OF COURT

April 2, 2024

Objective:

Public Hearing to consider approval of final budget amendments for the fiscal year 2022-2023.

Considerations:

Budget Amendments for the following funds for fiscal year 2022-2023:

State Attorney

Local Housing (SHIP)

Water/Sewer Plant Fund

Recommendation:

Approval of budget amendments to close out year.

Keith Gentry
Finance Director

SUWANNEE COUNTY
 BOARD OF COUNTY COMMISSIONERS
 NOTICE OF FINAL BUDGET AMENDMENTS
 2022-2023 Fiscal Year

The Suwannee County Board of County Commissioners will conduct a public hearing to make a decision on the following budget amendments:

The public hearing will be held on Tuesday, April 2, 2024 at 5:35 p.m. or as soon thereafter as the matter can be heard in the Judicial Annex Building, 218 Parshley Street South West, Live Oak, FL 32064.

In Compliance with Section 129.06 (2) (b-f), Florida Statutes, the undersigned Budget Officer for the Board of County Commissioners of Suwannee County, Florida made and prepared the following Budget Amendments to reflect Authorization and Usage of

Fund Balance - Reserves, Contingency and Unanticipated Revenues for program purposes, and to appropriate for those purposes said funds for the fiscal year ending September 30, 2023, and said usages are in excess of the original or previously amended budget:

	Original or Previously Amended Budget	Amended Amount ADD	TOTAL Amended Budget
FUND			
<u>STATE ATTORNEY, REVENUES</u>			
Perry Lease Reimbursement:	0.00	18,811.00	18,811.00
Balance Forward:	0.00	982.00	982.00
All other Revenue Sources:	<u>267,646.00</u>	<u>0.00</u>	<u>267,646.00</u>
Total Revenues Sources:	267,646.00	19,793.00	287,439.00
<u>STATE ATTORNEY, APPROPRIATIONS</u>			
Rentals / Leases-Perry:	0.00	18,811.00	18,811.00
Communication Expense:	42,860.00	196.00	43,056.00
Operating Supplies:	0.00	786.00	786.00
All other Appropriations:	<u>224,786.00</u>	<u>0.00</u>	<u>224,786.00</u>
Total Appropriations:	267,646.00	19,793.00	287,439.00
FUND			
<u>LOCAL HOUSING (SHIP), REVENUES</u>			
Loan Repayments from Clients:	13,175.00	18,025.00	31,200.00
Interest:	325.00	5,125.00	5,450.00
Balance Forward:	0.00	58,437.00	58,437.00
All other Revenue Sources:	<u>422,117.00</u>	<u>0.00</u>	<u>422,117.00</u>
Total Revenues Sources:	435,617.00	81,587.00	517,204.00
<u>LOCAL HOUSING (SHIP), REVENUES</u>			
Down Payment Assistance:	198,000.00	56,000.00	254,000.00
Emergency Rehab Expenses:	181,605.00	25,587.00	207,192.00
All other Appropriations:	<u>56,012.00</u>	<u>0.00</u>	<u>56,012.00</u>
Total Appropriations:	435,617.00	81,587.00	517,204.00
<u>WATER / SEWER PLANT FUND, REVENUES</u>			
I 75 Water Revenues:	5,000.00	14,780.00	19,780.00
I 75 Sewer Revenues:	5,000.00	57,320.00	62,320.00
Balance Forward:	0.00	7,357.00	7,357.00
All Other Revenue Sources:	<u>180,810.00</u>	<u>0.00</u>	<u>180,810.00</u>
Total Revenues Sources:	190,810.00	79,457.00	270,267.00
<u>WATER / SEWER PLANT FUND, APPROPRIATIONS</u>			
Transfer to General Revenue-reimburse grant costs:	0.00	79,457.00	79,457.00
All other Appropriations:	<u>190,810.00</u>	<u>0.00</u>	<u>190,810.00</u>
Total Appropriations:	190,810.00	79,457.00	270,267.00

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



1. _____

2. _____

3. _____

4. _____

ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

