

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

**TENTATIVE AGENDA FOR APRIL 4, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

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

**APPROVAL OF MINUTES:**

1. March 21, 2023 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of Trail License Agreement with Duke Energy Florida, LLC for the Suwannee River Greenway SunTrail project (FDOT #442872-1) and authorize staff to execute all necessary documents.
4. Approval of and authorize County Administrator to execute Lease Agreement and Repurchase Agreement with RDK, Inc. for the current Mack front-loading garbage truck for Solid Waste Department pending County Attorney review—budgeted item.
5. Approval of Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to design and construct a new hangar at the Suwannee County Airport, adoption of enabling Resolution, and authorize staff to execute all related documents.

6. Approval of Agreement with WSP USA Environment & Infrastructure, Inc. in the amount of \$26,974.08 for installing two additional monitoring wells and continuing sampling associated with petroleum cleanup, pending County Attorney review. Budget impact: to be paid from the professional services line.

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

7. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to approve final year-end budget amendments for the fiscal year 2021-22. (Keith Gentry, Finance Director)

#### **PROCLAMATIONS AND PRESENTATIONS:**

8. Declaring April 2023 as “National Healthcare Decisions Month.” (Amanda Butler, Haven Hospice and Matt Brandon, Community Hospice)
9. Presentation of Home Rule Community Resolution/Ordinance by Moses Clepper, Representative of the American Patriots.

#### **STAFF ITEMS:**

#### **COMMISSIONERS ITEMS:**

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

#### **GENERAL BUSINESS:**

10. Discuss with possible Board Action discontinuing Non-Emergency Inter-Facility Transport Service. (Eddie Hand, Public Safety Director)
11. **Additional Agenda Items.** The Chairman calls for additional items.
12. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)
13. Administrator’s comments and information.
14. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

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

Chairman White called the meeting to order at 5:30 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the March 7, 2023 Regular Board meeting.

**Commissioner Mobley moved to approve the minutes of the March 7, 2023 Regular Board meeting. Commissioner Perkins seconded, and the motion carried unanimously.**

**CONSENT:**

Chairman White noted that items three, six, and eight were pulled for discussion.

**The second item on the agenda** was to approve payment of \$3,538,774.03 in processed invoices.

**The third item on the agenda** was approval of a resolution scheduling fees and charges for recreational vehicle permits, renewals, and inspections.

This item was pulled from the consent agenda for discussion.

**The fourth item on the agenda** was approval of a Release and Satisfaction of Lien agreement with Tyler Stratton, State Housing Initiative Partnership Program client. **(Agreement No. 2023-43)**

**The fifth item on the agenda** was approval of Public Transportation Grant Agreement #411579 (PTGA) with the Florida Department of Transportation for the design and rehabilitation of runway 7-25 at the Suwannee County Airport, adoption of an enabling resolution, and authorization for staff to execute all associated documents. **(Agreement No. 2023-44 and Resolution No. 2023-13)**

**The sixth item on the agenda** was authorization to order a replacement CAT 336 excavator from Ring Power for the Suwannee County Mine. Budgeted item.

This item was pulled from the consent agenda for discussion.

**The seventh item on the agenda** was authorization to advertise Request for Proposals for air conditioning of the Gary Edwards Memorial Gym.

**The eighth item on the agenda** was authorization for the County Administrator to apply for various grants.

This item was pulled from the consent agenda for discussion.

**The ninth item on the agenda** was to declare Economy Motors, Inc. a sole source provider and authorize the purchase of five (5) used pickup trucks for the Road Department. Budgeted item.

**Commissioner Land moved to approve consent items 2, 4-5, 7, and 9. Commissioner Hale seconded, and the motion carried unanimously.**

**The third item on the agenda** was approval of a resolution scheduling fees and charges for recreational vehicle permits, renewals, and inspections.

County Attorney Prevatt stated that there had been some clerical changes made to the resolution after the agenda had been released, and a revised version had been prepared for signature.

After questioning by Commissioner Land, County Attorney Prevatt stated that none of the fees had changed, only some clarification of wording.

**Commissioner Land moved to approve a resolution scheduling fees and charges for recreational vehicle permits, renewals, and inspections. Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-14)**

**The sixth item on the agenda** was authorization to order a replacement CAT 336 excavator from Ring Power for the Suwannee County Mine. Budgeted item.

Chairman White suggested purchasing the current excavator using the buyback option for \$100,000 and then consider leasing a new one next year.

Discussion ensued on options for an excavator, the history of the current one, and the possible use of excess or contingency funds to make up the difference between the \$100,000 buyback for the current machine and approximately \$85,000 for one year of leasing for a new excavator.

**Commissioner Land moved to purchase the current excavator through the buyback program for \$100,000, or less if possible. Commissioner Perkins seconded, and the motion carried unanimously.**

**The eighth item on the agenda** was to authorize the County Administrator to apply for grants.

County Administrator Scott clarified that it would be for non-matching grants only.

**Commissioner Perkins moved to authorize the County Administrator to apply for various, non-matching, grants. Commissioner Land seconded, and the motion carried unanimously.**

**STAFF ITEMS:**

Recreation Director Jason Furry discussed the \$700,000 Live Oak Rail Trail project that was selected for inclusion in a recent Department of Transportation (DOT) magazine article. He also noted that this week was Fair Week and thanked County staff for their work at the Coliseum grounds. Mr. Furry also discussed Little River entrance fees that would begin soon, but his office was still looking at options for how best to implement it.

Chairman White noted Legislative Day in Tallahassee that he and several commissioners had attended to express the needs of Suwannee County for the ongoing legislative session.

There was a brief discussion of the Legislative Day event by several commissioners.

**COMMISSIONERS ITEMS:**

Commissioner Hale stated that several chip seal projects were ongoing on the west side of Live Oak near Railroad Street and Westside Baptist Church, and he had been asked if the County would chip seal a portion of the nearby 137<sup>th</sup> Road if the private citizen requesting the work would reimburse.

County Attorney Prevatt stated that there should be no problem with the chip seal request if an agreement was signed by the citizen that showed the price of the work.

**The Board agreed to the proposal and that County staff should work out the details.**

Chairman White inquired about inmate work to clean up the rights-of-way or of advertising for bids. County Administrator Scott stated that some agreements had been approved with the Department of Corrections, but the number of inmates was nowhere close to what had been used in the past.

Chairman White noted that an employee had contacted him about performing the work himself, or of getting several employees together to perform the work, on one of their days off for overtime pay. He suggested having County Administrator Scott talk to his staff to see what interest there was.

Discussion ensued on the proposal.

Mr. Bo Hancock, 6135 Wiggins Road, Live Oak, stated that only certain employees could supervise inmates. Chairman White clarified that the proposal was for County employees to do the work since there were not enough inmates available.

Discussion continued on the proposal to use County employees.

**COUNTY ATTORNEY ITEMS:**

County Attorney Prevatt stated that he had one item to consider:

**The first County Attorney item** was to consider a revised agreement with Kurt Spitzer and Associates, Inc. (KSA) to provide professional redistricting services for Suwannee County only; and a related interlocal agreement with the School Board for payment of ½ of the contractual proposal from Kurt Spitzer and Associates, Inc. (KSA) to provide professional redistricting services for Suwannee County.

County Attorney Prevatt stated he had been working with KSA and the School Board about redistricting services and requested a change in the format for solely Suwannee County, but with all other aspects the same.

Brief discussion ensued on the changes to the agreements' format and that the School Board would be meeting later in the week. The County would not deliver the agreement to KSA until the School Board had approved their part of the interlocal agreement.

**Commissioner Hale moved to approve a revised agreement with Kurt Spitzer and Associates, Inc. (KSA) to provide professional redistricting services for Suwannee County only. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2023-36-01)**

**Commissioner Land moved to approve an interlocal agreement with the School Board for payment of ½ of the contractual proposal from Kurt Spitzer and Associates, Inc. (KSA) to provide professional redistricting services for Suwannee County. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2023-45)**

**GENERAL BUSINESS:**

**The tenth item on the agenda** was to discuss, with possible Board action, offers on surplus property located on 173<sup>rd</sup> Place, Parcel ID 15-02S-12E-09944-008001.

County Administrator Scott stated that on December 6<sup>th</sup>, 2022, the Board had set a proposal price of \$126,000 for the parcel and then noted the three offers received.

Commissioner Land suggested Offer No. 3 for a cash offer closing within thirty days for \$97,098, although it was \$2,900 less than Offer No. 2, which required County financing for fifteen years. The appraisal for the property was for \$75,000, and the original offer had been for approximately \$126,000 but had fallen through due to title issues that had since been cleared up. Commissioner Land noted that although the current offer was less than the Board's asking price, it was still well over the appraised value.

Some discussion ensued on the offers.

**Commissioner Mobley moved to approve Offer No. 3 for surplus property located on 173<sup>rd</sup> Place, Parcel ID 15-02S-12E-09944-008001, for \$97,098 with closing within thirty days. Commissioner Hale seconded, and the motion carried unanimously.**

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

There were none.

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

Ms. Donna Long, 11465 75<sup>th</sup> Drive, Live Oak, a member of the American Patriots, spoke about not renewing County Attorney Prevatt's contract when it expires in April. She thanked Commissioners Land and Mobley for standing up against wrongdoing and leading the charge to not renew the contract, despite criticism from many. Ms. Long also noted an April 15<sup>th</sup> meeting at Live Oak City Hall that would discuss troubling changes to the country.

Mr. Hancock stated that the public had not heard an update about chip sealing of roads until a comment at tonight's meeting.

The Board and County staff noted that the base work for chip seal roads was in progress, but the weather had to be warmer before chip sealing could be completed.



County Administrator Scott suggested the County look into doing chip sealing itself instead of contracting it out.

Discussion ensued on comparing prices between asphalt and chip sealing and what the County needed to do to move forward.

Mr. Hancock was concerned that the public rarely heard back on progress after items were approved, specifying the topographical survey at the new fire station site, Phase 4 of the Agricultural Fairgrounds Improvement, and negotiations with Clemons, Rutherford, and Associates for design work on the new Emergency Operations Center (EOC). He noted that some members of the City Council were not happy with the proposed location of the EOC and community building due to it adjoining a neighborhood.

Mr. Fred Martin, 15850 141<sup>st</sup> Road, McAlpin, discussed a drug problem in the northeast section of Live Oak inside the city limits.

Discussion ensued on the location of the drug problem, Mr. Martin's suggestion that it may be an issue with 911 Dispatch through the Sheriff's Office, and that the problem sounded like a Live Oak City Council problem, not the County, since it was within the city limits of Live Oak.

Mr. Glenn Burd, 7292 37<sup>th</sup> Road, Live Oak, began to discuss property issues that he had related to former County Administrator Randy Harris and NCYT near CR 136 and I-75.

Chairman White interrupted to note that Mr. Burd had already discussed this issue numerous times before the Board, but Mr. Burd stated that he wanted the Board to look into another issue and then continued with his presentation, which also dealt with property near CR 136 and I-75. He asked about a lease on the property.

Commissioner Land asked County Attorney Prevatt if the County had to obtain a right-of-way for the 100' x 100' piece of property behind the Farmer's Market. County Attorney Prevatt replied that the

County would have needed an easement if it crossed into other owners' property, but he did not have that information in front of him at this time nor did he recall an easement.

Mr. Burd suggested an investigation into the matter.

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

County Administrator Scott updated the Board on work at the Supervisor of Elections Office, noting that the roof was marginal and the foundation was being inspected. Regarding a recent issue brought to the Board's attention about improper work done when the building was renovated for use by the Supervisor of Elections office, he stated that Maintenance Director Marcus Durham had pulled the permit for the work and that the County had agreed to use former County Administrator Harris' contractor's license to do the work, so there appeared to be no recourse for the Board. He turned the discussion over to County Attorney Prevatt.

County Attorney Prevatt read for the public the indemnification agreement between Suwannee County and Randy Harris that had been approved at a regular meeting prior to the original renovation work at the Supervisor of Elections Office and that stated the County would hold Mr. Harris harmless for the work he performed under Suwannee County Agreement No. 2019-128.

County Administrator Scott discussed bridge work on 180<sup>th</sup> Street that would begin soon and that the School Board and public would need to be notified of the closure in order to reroute traffic. He also noted recent magazine articles and news interviews that showed Suwannee County in a positive light. County Administrator Scott also discussed concerns with political signs on County property, even when the space was being sponsored by individuals.

Commissioner Hale suggested setting limits to the size and type of banners.

Commissioner Land agreed with the suggestions and suggested that the banners be posted per event, not kept up all year. This could also lead to increased income for the County.

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

Commissioner Perkins discussed the Legislative Day trip.

Commissioner Mobley thanked everyone for attending and asked for prayers for the Buddy Thompson family due to his declining health.

Commissioner Land thanked the public for attending.

Commissioner Hale thanked the public for attending and discussed Legislative Day.

Chairman White asked Chamber of Commerce Executive Director Hillary Cannon to discuss the Chamber's Golf Tournament.

Mrs. Cannon briefly discussed the Golf Tournament and thanked everyone for their help.

County Administrator Scott discussed DOT Safety Committee hearings about traffic issues at 100<sup>th</sup> Street/Bass Road and also noted an unnamed longtime firefighter who needed a kidney transplant.

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

There being no further business to discuss, the meeting adjourned at 6:51 p.m.

ATTEST:

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

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

## **Agenda Item No. 2**

Approval of payment of processed invoices.

**SUWANNEE**  
**Parks & Recreation**  
**EXECUTIVE SUMMARY**

Objective:

To approve the Duke Energy Trail License Agreement for the Suwannee River Greenway SunTrail project (FDOT #442872-1) between Duke Energy and Suwannee County and to authorize staff to sign all necessary documents.

Considerations:

The SunTrail project was approved on August 3, 2020 and is for resurfacing and modifications to the Suwannee River Greenway at Branford and crossing the Ichetucknee River to connect to the Columbia County trail.

This agreement is the last piece to get the bridge portion of the project into construction.

This is a \$3,600,000 grant that is 100% funded by FDOT. These funds can only be used for trail systems.

This will make improvements to the Greenway to enhance users experience, safety and tourism.

Budget Impact: The project is funded 100% by FDOT.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to approve the Duke Energy Trail License Agreement for the Suwannee River Greenway SunTrail project (FDOT #442872-1) between Duke Energy and Suwannee County and to authorize staff to sign all necessary documents.

Respectfully submitted:  
Jason Furry, CPRP  
Parks & Recreation Director

Dated: April 4, 2023

**Project #:** 106838-859652  
**Property (Site) Name:** Ft White – Suwannee American 115  
**Property (Site) #:** 108216  
**LU #:** 1184016  
**Property Address:** U. S. Hwy 27 at Ichetucknee River



### TRAIL LICENSE AGREEMENT

THIS TRAIL LICENSE AGREEMENT (this "AGREEMENT"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **DUKE ENERGY FLORIDA, LLC, a Florida Liability Company, d/b/a Duke Energy**, (hereinafter referred to as "DUKE ENERGY") and **SUWANNEE COUNTY, a political subdivision of the State of Florida** (hereinafter referred to as "COUNTY");

#### WITNESSETH:

WHEREAS, DUKE ENERGY is the owner of the fee simple title to those certain lands in Suwannee County, Florida, as recorded in the Recorder of Deeds Office in and for Suwannee County, Florida, filed as Official Record Book 424, Page 283, also known as Parcel ID 23-06S-15E-01390-000000 and shown and described in the deed and made a part hereof by this reference (the "Property");

WHEREAS, a portion of the Property is presently serving as right-of-way corridors for a portion of DUKE ENERGY's network of electric transmission and distribution lines and related facilities (collectively, the "Facilities"), and DUKE ENERGY has the right, by appropriate legal means, to restrict any use of the Property which is inconsistent with the safe and efficient construction, reconstruction, operation, or maintenance of the Facilities;

WHEREAS, COUNTY desires to occupy and utilize a portion of the Property to construct, maintain, and operate a multi-use trail, as described in the attached **EXHIBIT "A"** (referred to herein as "COUNTY's Utilization"), which utilization shall not interfere with DUKE ENERGY's continued operation and maintenance of DUKE ENERGY's current and future Facilities;

WHEREAS, this AGREEMENT is for the purpose of recognizing COUNTY's Utilization of the Property as a multi-use trail for the public, and to provide for cooperation and access during the use and maintenance of said trail; and

NOW, THEREFORE, for and in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The above recitals are incorporated herein.
2. Subject to the other provisions hereof, this AGREEMENT shall remain in force for a term of twenty (20) years from the date of execution (herein called "Primary Term") and shall thereafter automatically renew for successive five (5) year periods (each an "Extension Term") unless either party provides written notice of its intent not to renew to the other party at least ninety (90) days prior to the expiration of the then active Primary Term or Extension Term.

3. DUKE ENERGY hereby authorizes COUNTY to operate and maintain a twelve (12) foot wide multi-use trail and Multi Use Paths or Shared Use Paths as defined by American Association of State Highway and Transportation Officials over those portions of the Property as depicted in **EXHIBIT "A"** (collectively, the "Trail") which is attached hereto and incorporated herein, and has been reviewed and approved by DUKE ENERGY.
4. Compliance with the location and specifications depicted on **EXHIBIT "A"** is necessary and essential to render COUNTY's Utilization of the Property consistent with DUKE ENERGY's continued operation and maintenance needs of the Facilities. Any breach of the plans or specifications depicted on **EXHIBIT "A"** shall permit DUKE ENERGY to close the Trail and restrict public access without liability to COUNTY until the breach is remedied to comply with **EXHIBIT "A."** **EXHIBIT "A"** shall not be modified or changed without the express written approval of DUKE ENERGY.
5. All of COUNTY's activities, operations, and equipment used in connection with COUNTY's Utilization, either beneath or in proximity to any of DUKE ENERGY'S facilities shall at all times be in strict compliance with the applicable provisions of the National Electrical Safety Code, the Occupational Safety and Health Administration, and any other applicable Federal, State and Local Requirements.
6. The Trail shall be for the benefit of public use and enjoyment.
7. COUNTY hereby agrees to instruct its employees, agents, contractors, representatives, or other persons modifying or maintaining the Trail, to post notices along the Trail informing the Public and all persons engaging in COUNTY's Utilization and use of the Trail that extreme caution is necessary around all of DUKE ENERGY's Facilities. In the event of any damages or injuries to persons or property, COUNTY shall immediately report the nature and extent thereof to Transmission Asset Protection through DUKE ENERGY's Florida Customer Care Hotline at (800) 700-8744. COUNTY agrees to put up signs along that portion of the Trail within the Property stating that "the Trail is owned and maintained by COUNTY". The signs shall provide COUNTY's current phone number to call for maintenance concerns or emergencies.
8. The Trail must not exceed a total of twelve (12') feet in width, regardless of the surface construction material.
9. A minimum separation of twenty-five (25') feet is required between the Trail or shoulder or associated grading and any of the Facilities. This includes, but is not limited to, poles, towers, guy anchor(s), equipment, etc.
10. COUNTY shall be responsible for safety of the public using the trail and all liability associated with COUNTY's Utilization and all use of the Trail.
11. To prevent vehicular traffic, Bollards, with DUKE ENERGY locks if detachable, shall be installed, to DUKE ENERGY specifications, by COUNTY at its sole cost and expense.
12. DUKE ENERGY may from time to time require reinforcement of the Trail at specified access points for DUKE ENERGY heavy equipment crossings. These Trail reinforcement areas shall consist of a twenty (20') foot long, twelve (12') foot wide paved area capable of supporting 80,000 lbs. with pavement markings indicating "heavy equipment crossing".
13. Culverts shall be installed where the Trail crosses creeks, ditches, etc. These culverts shall be capable of supporting 100,000 lbs. and shall be a minimum of twenty feet (20') wide. Signage must indicate the maximum load of the crossing at culvert approach.

14. Other than DUKE ENERGY's Facilities, and those facilities approved and shown on Exhibit B, no structures including, but not limited to, lights, signs, benches, exercise equipment, irrigation systems, overhead wires, poles, light standards, dumpsters, trees, buildings, obstacles or other facilities shall be located, constructed or installed within the Property
15. All operation, use and maintenance of the Trail and planting of vegetation shall adhere to the Electric Transmission Right-of-way Guidelines and Restrictions Valid for Florida which are attached hereto and incorporated herein as **EXHIBIT "B"** and the Shared Use Path/Trail Guidelines which are attached hereto and incorporated herein as **EXHIBIT "C"**. There shall be no planting of any new vegetation on or along the Trail without DUKE ENERGY'S prior written consent.
16. DUKE ENERGY reserves the right to close, without notice, all or a portion of the Trail located within the Property, for any length of time, for maintenance or emergency line operations, but shall provide COUNTY with notice of any such closing at least two (2) weeks in advance whenever reasonably practical.
17. Except as otherwise provided herein, DUKE ENERGY will not be held responsible for any damages to the Trail due to DUKE ENERGY's operations or for any liability based on the use of the Trail. DUKE ENERGY shall not be liable for any damages to COUNTY's Utilization or operation of the Trail whatsoever resulting from DUKE ENERGY's continued use and occupancy of the Property with the understanding that DUKE ENERGY shall not willfully cause damage to or unreasonably interfere with COUNTY's Utilization. DUKE ENERGY agrees to notify COUNTY immediately if it inadvertently damages any of the Trail while maintaining the Facilities, and further agrees to take steps to temporarily ensure that said damaged area is properly identified and secured from public access. However, COUNTY agrees that it will repair, at its sole costs, any damage that DUKE ENERGY may cause to the Trail during DUKE ENERGY's construction, operation and maintenance of the Facilities.
18. COUNTY acknowledges that its use of the Trail and the Property shall be at COUNTY's sole risk and expense. Except as otherwise provided herein, DUKE ENERGY shall in no way be liable to COUNTY or any third party for any costs, expenses, losses, damages, or liabilities incurred by COUNTY or any third party in its use of the Property. Each party agrees to defend, indemnify and hold harmless the other, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorney's fees) attributable to its own negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from its negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of COUNTY's sovereign immunity or the provisions of section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions or negligence of the other party.
19. Without waiving its right to sovereign immunity as provided in section 768.28, Florida Statutes, COUNTY acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes. COUNTY agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes. Upon request, COUNTY shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which DUKE ENERGY agrees to find acceptable for the coverage mentioned above. DUKE ENERGY's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve COUNTY of its liability and obligations under this Agreement. COUNTY shall require all contractors performing work within the Property to procure and maintain workers' compensation, commercial general liability, business auto liability and contractor's pollution liability coverage. DUKE ENERGY shall be named as an additional insured on all contractor general liability policies.



20. As a safeguard in respect to Paragraphs "17" and "18" above, COUNTY will carry policies of insurance acceptable to DUKE ENERGY with respect to General Liability insuring against all risks to all persons or entities which may sustain property damage or personal injury as a result of the acts and omissions of COUNTY, which may be related in any way to COUNTY's use of the Trail or the Property, with Bodily Injury limits not less than \$2,000,000 each person and \$5,000,000 each occurrence and with Property Damage limits not less than \$500,000 each occurrence and \$1,000,000 aggregate. COUNTY will have the insurance policies mentioned endorsed by their insurance carrier to provide blanket contractual coverage expressly with respect to Paragraphs "17" and "18" above, to the full limits of and for the liabilities insured under said policies. Prior to commencing initial construction activities on the Property, COUNTY will furnish DUKE ENERGY with a fully completed certificate of insurance, in duplicate, evidencing insurance coverage of the liability assumed under said Paragraphs "17" and "18."
21. COUNTY shall adhere to applicable regulatory provisions regarding clearances between ground level and electric conductors. The Property contains or will contain high voltage power lines. Extreme caution must be used when working within the Trail and within the Property.
22. The area within the Property which is disturbed by COUNTY's Utilization, shall be restored by COUNTY to a condition at least as good as that which existed prior to construction.
23. COUNTY shall be responsible for clean-up of any and all hazardous material spills resulting from COUNTY's Utilization which may occur within the Property. If a hazardous material spill occurs within the Property, COUNTY shall immediately report the nature and extent of the spill to DUKE ENERGY's nearest local office.
24. COUNTY shall be responsible for maintaining the Trail in a condition compatible with the surrounding area.
25. COUNTY agrees that no burning, refueling, or permanent stockpiling of dirt or other materials is allowed within the Property.
26. COUNTY agrees to furnish DUKE ENERGY'S Land Services Representative and Asset Protection Specialist with a set of as-built drawings of COUNTY's Utilization area within thirty (30) days of completion of construction, noting the location of COUNTY's improvements within the Property and all of DUKE ENERGY's facilities, including but not limited to wire centerlines, structures, and structure numbers located on the Property.
27. DUKE ENERGY does not guarantee that COUNTY's Utilization will be completely compatible with the safe and efficient operation and maintenance of DUKE ENERGY's existing and future high voltage electric transmission and distribution lines within the Property.
28. In the event that COUNTY's Utilization interferes with DUKE ENERGY'S present or future use of the Property, COUNTY agrees to relocate or adjust the Trail at COUNTY's sole cost and expense.
29. Should COUNTY decide, at its sole discretion, that relocation or adjustment of the Trail pursuant to Paragraph 28 herein is impossible, impractical or not in the best interests of COUNTY, COUNTY agrees to reimburse DUKE ENERGY for all expenses associated with the relocation of any existing DUKE ENERGY facilities necessitated by COUNTY's Utilization.
30. COUNTY shall not begin construction activities or construct any improvements within COUNTY's Utilization area without first obtaining written approval from DUKE ENERGY's Asset Protection Specialist. COUNTY shall give DUKE

ENERGY a minimum of ninety (90) days each time plans or revised plans are submitted to DUKE ENERGY for review of the proposed construction activities within COUNTY's Utilization area. DUKE ENERGY reserves the right to deny construction requests and inspect approved construction plans within the COUNTY's Utilization area at any time.

31. DUKE ENERGY's Asset Protection Specialist shall be notified by COUNTY at least fourteen (14) days prior to COUNTY's commencement of initial activities within the Property.
32. This Agreement shall not be assigned or transferred, in whole or in part, by COUNTY without the express written consent of DUKE ENERGY.
33. Wherever in this Agreement it shall be required or permitted that notice be given to either party to this Agreement to the other, including notice regarding construction activities, such notice must be in writing and must be given personally or forwarded by certified mail to the following addresses:

**DUKE ENERGY:**

Duke Energy Florida, LLC  
Attn: Kalen Mason, Land Services  
3300 Exchange Place, NP04  
Lake Mary, FL 32746  
Tel: (407) 942-9407  
Mobile: (386) 986-6459  
Email: [Kalen.Mason@duke-energy.com](mailto:Kalen.Mason@duke-energy.com)

**SUWANNEE COUNTY:**

Franklin White, Chairman  
13150 80<sup>th</sup> Terrace  
Live Oak, FL 32060  
Mobile: (386) 854-0815  
Email: [whitefra29@gmail.com](mailto:whitefra29@gmail.com)  
[Commissioner5@suwcountyfl.gov](mailto:Commissioner5@suwcountyfl.gov)

34. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
35. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this TRAIL AGREEMENT to be executed as of the day and year first above written.

**DUKE ENERGY FLORIDA, LLC, a Florida limited Liability Company, d/b/a DUKE ENERGY**

\_\_\_\_\_  
By: Karen Adams  
Its: Manager, Land Services – Florida Region

WITNESSED BY:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print Name of First Witness

\_\_\_\_\_  
Print Name of Second Witness

STATE OF FLORIDA                    )  
  )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by KAREN ADAMS as an authorized signatory of **DUKE ENERGY FLORIDA, LLC** a Florida limited liability company, on behalf of the company. She is  personally known to me or  has produced \_\_\_\_\_ as identification.

(Notarial Seal or Stamp)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this TRAIL AGREEMENT to be executed as of the day and year first above written.

SUWANNEE COUNTY, a political subdivision  
of the State of Florida

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

Its: \_\_\_\_\_

WITNESSED BY:

\_\_\_\_\_  
Signature of First Witness

\_\_\_\_\_  
Signature of Second Witness

\_\_\_\_\_  
Print Name of First Witness

\_\_\_\_\_  
Print Name of Second Witness

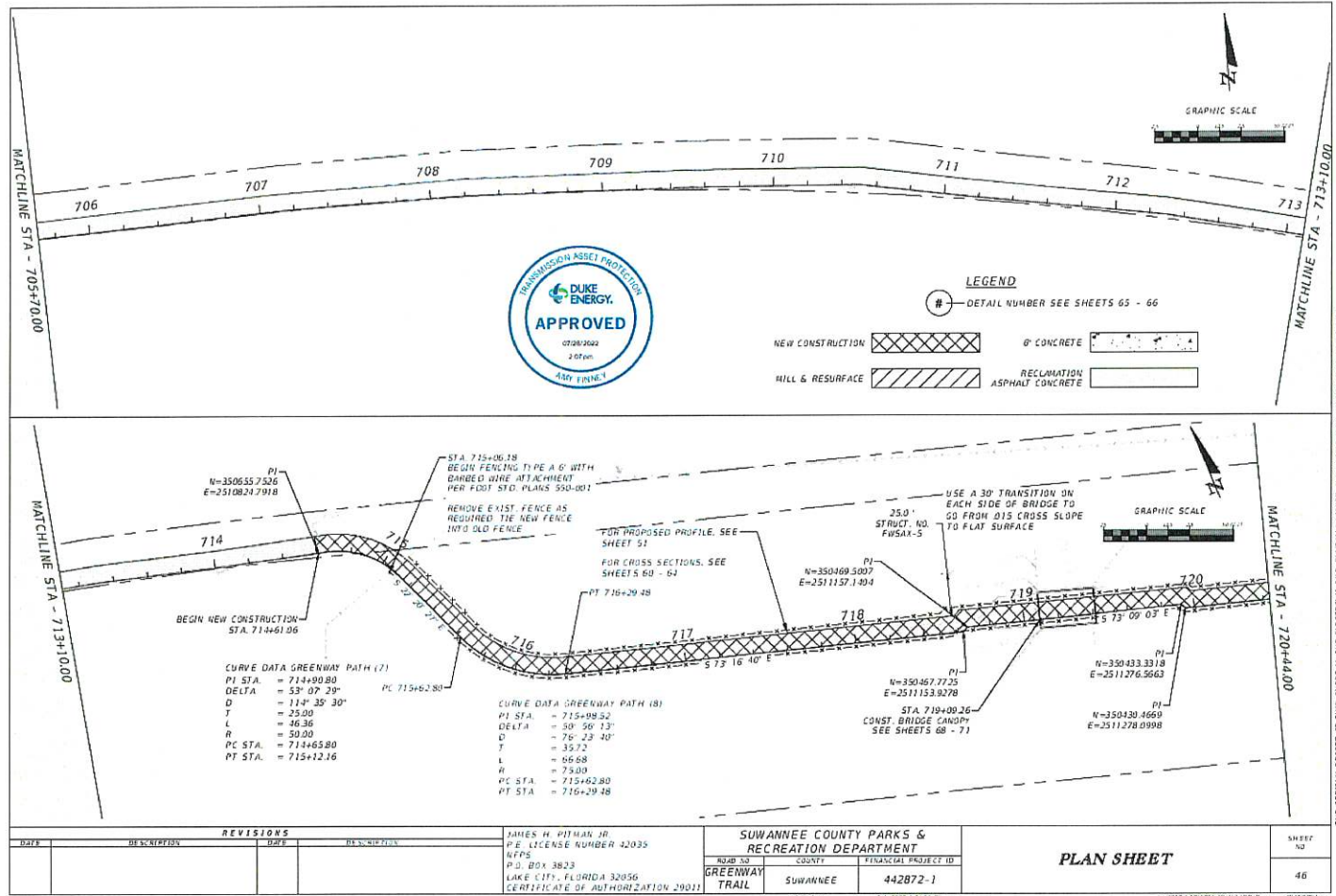
STATE OF FLORIDA                    )  
  )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of SUWANNEE COUNTY, a political subdivision of the State of Florida. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification.

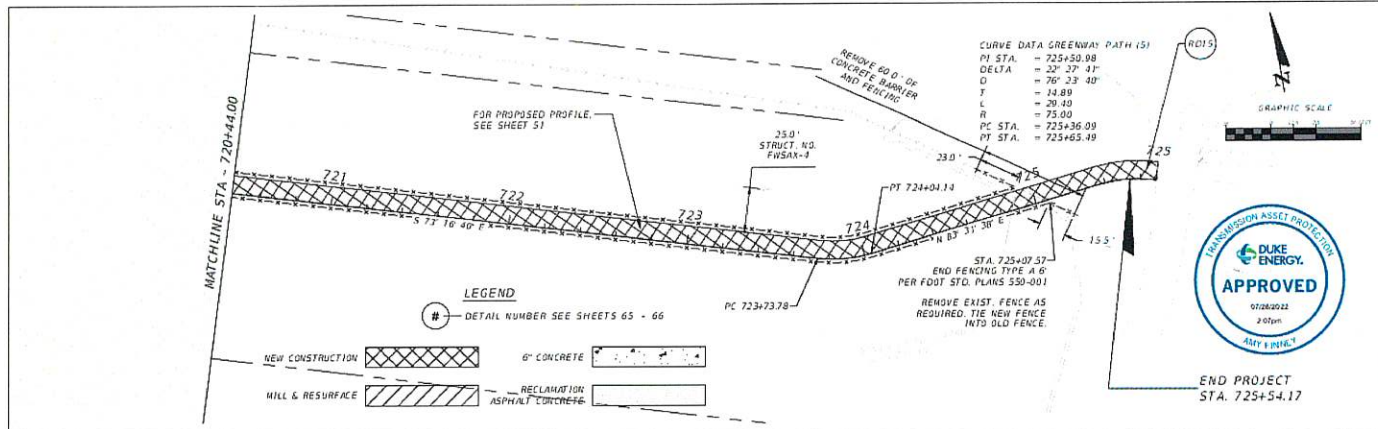
(Notarial Seal or Stamp)

\_\_\_\_\_  
NOTARY PUBLIC – State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"



# EXHIBIT "A", cont.



REVISIONS				JAMES H. PITHAN JR. P.E. LICENSE NUMBER 42035 HGPS P.O. BOX 3823 LAKE CITY, FLORIDA 32056 CERTIFICATE OF AUTHORIZATION 28011	SUWANNEE COUNTY PARKS & RECREATION DEPARTMENT		<b>PLAN SHEET</b>	SHEET NO. 47
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	FINANCIAL PROJECT ID		
				GREENWAY TRAIL	442872-1			

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC PDF GENERATED FROM THE ORIGINAL DRAWING FILED WITH THE COUNTY CLERK'S OFFICE.

# EXHIBIT "B"



BUILDING A SMARTER ENERGY FUTURE

## EXHIBIT "B"

### USE GUIDELINES FOR ENCROACHMENTS INVOLVING TRANSMISSION EASEMENTS

Duke Energy has a property interest called an easement (or sometimes a right-of-way) in land that you own or are considering purchasing. This easement grants Duke Energy the right to use the easement area for purposes described in the easement document that is filed and recorded in the county's recorder office. This property interest stays with the land when it is bought and sold and generally is perpetual in duration. A series of easements often form a corridor in which the transmission facilities are located and access up and down the corridor is part of the reason Duke Energy obtains these rights.

Broadly stated, easements allow Duke Energy to use another person's property to construct, operate, maintain, repair, and replace electrical facilities for the transmission of high voltage power. The landowner may continue to use the easement area so long as the use is not inconsistent with the easement document or Duke Energy's use of the easement. Any incompatible use by the landowner is called an encroachment. Where an encroachment is under construction, Duke Energy will request that it be stopped and removed; where an encroachment is already installed, Duke Energy will request that it be removed. Where a landowner fails to cooperate, Duke Energy will seek legal recourse to remove the encroachment.

Electricity is a public service and subject to state and federal regulations with which Duke Energy must comply. Any use by the landowner that does or could create regulatory issues is an encroachment. Power lines in the transmission easement are uninsulated and electricity is a dangerous instrumentality. Any landowner use that increases the danger to the landowner, the public or Duke Energy in its use of the easement is also an encroachment.

Over years of designing, constructing, operating, repairing, upgrading and maintaining electric facilities in transmission easements, Duke Energy has developed an understanding of the types of uses by landowners that do, or potentially can, interfere with the easement's purposes and Duke Energy's ability to provide safe and reliable service. This guidance, which supersedes all prior versions, provides a brief overview of types of things that do, or can, interfere with Duke Energy's easement rights and thereby create encroachments.

This overview cannot address all possible situations and is intended to provide general guidance. Please contact the Asset Protection Specialist if you have additional questions or concerns about the use of the easements. Please discuss any proposed activity in the transmission easements with Duke Energy to avoid creating an encroachment or interference. The Asset Protection Specialist can assist and help avoid a subsequent need by the landowner to revise plans or remove obstructions from the easements. Engineering plans may be required by Duke Energy to fully understand any proposed use by the landowner.

By providing these guidelines, Duke Energy does not waive any rights it has in its easements or under the law. Duke Energy's concurrence that a proposed use does not constitute an interference with its easement rights does not mean that requirements of local, county, state or federal governments or other agencies with governing authority have been met.

The following are not permitted in Duke Energy's transmission easements as they interfere with Duke Energy's use of the easements for transmission of electricity by, among other things, interfering with full use of the easement, interfering with existing facilities, interfering with access to the facilities, interfering with future expansion in the easement, increasing the danger to the public or those who may be required to work in the easement, creating regulatory violations and generally, making the transmission of electricity more dangerous, costly and/or unreliable: Examples include but are not limited to:

- Permanent or temporary structures and buildings, including for example, permanent or manufactured/mobile homes (and home additions and extensions), garages, sheds, satellite systems, intersections, cul-de-sacs, entrances, streets, swimming pools (any associated equipment and decking), playground equipment, graves, billboards, dumpsters, signs, wells, deer stands, retaining walls, septic systems or tanks (whether above or below ground).
- Mounding or stockpiling any material, such as spoils, dirt, logs, construction or building material, wrecked or disabled vehicles, (e.g. may create clearance and access issues and/or increases dangers in using the easement).
- Transformers, telephone/cable pedestals and associated equipment (unless specifically addressed in a joint use agreement), fire hydrants, manholes, water valves, water meters, backflow preventers & irrigation heads, (e.g. may increase the likelihood of safety hazards & access issues).

**Keywords:** form, transmission asset protection  
**Applies to:** Transmission - All Regions

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# EXHIBIT “B”, cont.



BUILDING A SMARTER ENERGY FUTURE

- Attachments to Duke Energy structures in the easement; (unless specifically addressed in a joint use agreement).
- Streets, roads, driveways, sewer/water lines, other utility lines or any underground facilities that run in parallel to the centerline in the easement or cross in one contiguous segment from outside edge of easement to opposing outside edge of easement, at any angle that is less than 30 degrees or greater than 90 degrees as measured from the centerline. No portion of such facility shall be located within 25 feet of Duke Energy’s facilities (unless specifically addressed in a joint use agreement.)
- Fences or utilities that cross the easement in multiple segments in a non-continuous alignment from outside edge of easement to opposing outside edge of easement at any angle of less than 30 degrees or greater than 90 degrees as measured from the centerline. This generally creates an interference as the ability to access and utilize the full easement and reach facilities in the easement is substantially impaired. If a fence crosses the easement at an angle greater than or equal to 30 degrees and less than or equal to 90 degrees with the centerline, a gate (16 feet wide at each crossing) shall be installed by the landowner, per Duke Energy’s specifications. Duke Energy will supply a lock. The landowner is required to install the Duke Energy lock on the gate to ensure access. The lock can be interlocked with the landowner’s lock. Fences and gates that exceed 10 feet in height are prohibited because they create a clearance issue and are an interference. Fences that inhibit Duke Energy’s access because they lack a gate that is at least 16 feet wide, interfere with Duke Energy’s easement use.
- Grading (cuts or fill) in the easement that is closer than 25 feet to transmission facilities i.e. poles, towers, guys and anchors and/or slopes greater than 4:1 no matter where located or that otherwise change clearances or topography.
- Parking or lighting facilities which affect clearances, access or Duke Energy’s ability to make full use of its easement.
- Placement of combustible materials and/or the purposeful burning of anything within the easement are inconsistent with electric facilities, the transmission of power and create safety hazards and system reliability issues.
- Any water feature in the easement, such as a detention and retention pond, stream or lake. Where a structure outside the easement causes erosion or directs storm water toward the easement or the electric facilities or access to or around the electric facilities, such structure will interfere with Duke Energy’s use and must be altered to eliminate that effect.
- Incompatible vegetation above ground transmission lines - Vegetation within or outside of the transmission easement that will mature to a height or size that will pose a grow-in, fall-in, or blowing-together threat to the transmission conductor (typical maximum mature height greater than 15 feet within the transmission easement depending on location and voltage).
- Incompatible vegetation underground transmission lines - Vegetation within or outside of the transmission easement that is capable of posing a threat (e.g., root systems, etc.) to the underground transmission conductor by a) causing damage to the underground pipes / cables or b) reducing the moisture in the soil, thus altering the thermal properties of the surrounding soil / backfill and thereby negatively impacting the cable ampacity rating (typical maximum mature height within the easement - greater than 3 feet depending on location and voltage).
- Incompatible vegetation for safe and reliable operation and access on all transmission lines - Vegetation that will limit or block access, limit the safe and reliable operation, emergency restoration, or maintenance of the transmission facilities, limit the full use of the transmission easement for its intended purposes or vegetation which is typically within a horizontal distance of 25 feet of any Duke Energy facilities (towers, poles, guy wires, guy anchors, manholes, dip-poles, substation equipment, etc.).

As discussed, these guidelines are not exhaustive and there may be other interferences on a case-by-case basis depending on individual circumstances. Certain conditions such as line voltage, line criticality, frequency of required access and structure type may require heightened restrictions in the easements to provide safe and reliable service.

If you have additional questions or plan any activity not mentioned above, please contact customer service and ask for your local Transmission Asset Protection Specialist.

**Keywords:** form, transmission asset protection  
**Applies to:** Transmission - All Regions

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Rev. 000 05/2020  
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# EXHIBIT “C”

## EXHIBIT "C"



### Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails

This list of Duke Energy's transmission right of way requirements for the co-location of shared-use paths/trails has been developed as a guideline to answer the most frequently asked questions. This should not be considered a comprehensive list of all requirements or factors that may need to be addressed. You should contact the Asset Protection Right of Way Specialist if you have additional questions or concerns. This list of requirements and guidelines is subject to change at any time and without notice. Duke Energy reserves all rights conveyed to it by the right of way agreement applicable to the subject property. An engineering drawing, including topographic grade changes, location of Duke Energy structures and paths/trails must be approved by an Asset Protection Specialist.

Compliance with these Duke Energy Shared-Use Path/Trails requirements, or approval of any such plans by Duke Energy, does not guarantee that other applicable requirements imposed by any local, county, state, federal or other applicable regulatory agency have been satisfied.

Definition: For purposes of this document the term "trail(s)" shall be used to refer to Multi-Use Paths or Shared-Use Paths as defined by the American Association of State Highway and Transportation Officials (AASHTO).

1. The trails must not exceed a total of 12 feet in width, regardless of the surface construction material.
2. A minimum separation of 25 feet is required between the trail and its associated easement, to any Duke Energy electrical facility. This includes, but is not limited to, poles, towers, guy anchor(s), equipment, etc. If the owner of the trail is not the current owner of the fee simple title to the lands underlying Duke Energy's easement, the trail owner shall obtain a legally sufficient easement from the current fee simple title owner and produce said easement to Duke Energy prior to commencing activities within the Duke Energy easement. In the event a private easement is not required, no portion of the trail or shoulder, or associated grading, shall be located within 25 feet of any electrical facility.
3. The owner of the trail shall be responsible for safety and liability associated with its construction or use thereof.
4. Bollards shall be installed per Duke Energy specifications, with Duke Energy locks, where the trailheads connect with roads/streets as to prevent vehicular traffic. Duke Energy may require reinforcement of the trail at specified access points along the corridor for Duke Energy heavy equipment crossings. These trail reinforcement areas shall consist of a 20-foot-long, 10-foot-wide paved area capable of supporting 80,000 pounds with pavement markings indicating "heavy equipment crossing."
5. Culverts shall be installed where the trails cross creeks, ditches, etc. These culverts shall be capable of supporting 80,000 pounds, and shall be a minimum of 20 feet wide. Signage must indicate the maximum load of the crossing at culvert approach.
6. No structures including, but not limited to, lights, signs, benches, exercise equipment, and irrigation systems shall be located within the Duke Energy easement.
7. Planting of vegetation shall adhere to the Right of Way (RW) Restrictions Guidelines for the specific Duke Energy territory. A copy of the RW Restrictions/Guidelines can be obtained from your Asset Protection Specialist.
8. Duke Energy reserves the right to close, without notice, all or a portion of the trail located within the transmission line easement, for any length of time, for construction, maintenance or emergency line operations.
9. Duke Energy will not be held responsible for any damages to the trails due to its operations or any liability based on the use of the trail. Prior to the installation of a shared-use trail, a "Trail Encroachment Agreement", which includes "hold harmless" language, shall be executed with Duke Energy. In addition, deed information of all property owners that the trail affects must be supplied to Duke Energy. Proof that the property owners have signed an easement agreement with the owner of the trail will be required, as applicable.
10. All other Duke Energy electric transmission right of way restrictions/guidelines shall apply to the installation of trails.

We hope this is useful information. If you have additional questions or plan any activity not mentioned above, please contact:

\_\_\_\_\_  
Duke Energy Representative

\_\_\_\_\_  
Phone Number

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of lease agreement for two front loading garbage trucks

#### **Considerations:**

- The lease for our current 2022 Mack front loading garbage trucks expires on 4/1/2023
- RDK Truck Sales exercised their repurchase option December 2022
- RDK Truck Sales have proposed the following:
  - Sign a lease for 13 months and continue using existing trucks
  - Both units will be reconditioned at no cost to the County and used until new, replacement units can be delivered during the lease period
  - The bumper-to-bumper warranty period will be extended to match the lease period
- RDK will hold the lease payment amount at the same cost as last year -\$80,652.50 per truck for total of \$161,305
- RDK has also proposed to sign a repurchase agreement to buyback the trucks at the end of the lease period
- This is a budgeted item

#### **Recommendation:**

- Approval of the lease and repurchase agreement pending the County Attorney's review and finalization of the same
- Authorization for the County Administrator to execute the lease and repurchase agreements pending the County Attorney's review and finalization above documentation

Respectfully submitted,

Greg Scott,

County Administrator



Toll-Free: 1-888-735-8789  
3214 Adamo Dr.  
Tampa, FL 33605  
Phone: 813-241-0711  
Fax: 813-241-0414  
Email: info@rdk.com

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February 2, 2023

Suwannee County

Shannon Roberts

Dennis Rafferty

RDK is pleased to offer the following proposal in regards to the following 2 2022 Mack Front Load Garbage Trucks that are currently in the possession of Suwannee County.

108033 1M2TE2GC7NM007260 2022 Mack F/L ( RDK will swap with a loaner vehicle in order to recondition this leased unit and return.)

107855 1M2TE2GC9NM007258 2022 Mack F/L ( This unit has completed reconditioning @ RDK Tampa.)

RDK Truck Sales recently paid off the lease with CCG and is proposing that the lease going forward remains the same annual payment of \$ 80,652.50 per unit with a total of \$ 161,305.00 being due.

RDK would like to offer the opportunity to swap out the 2 current leased vehicles with new inventory when and if newer models are available.

RDK assumes all responsibility for warrantable items on both the cab and the chassis during the length of the 13 month lease term.

JOANIE BECKWITH

A handwritten signature in blue ink that reads "Joanie Beckwith". The signature is written in a cursive, flowing style.

Assistant to Richard Kemner, VP

RDK Inc.

813-241-0711 wk

813-210-1948 cell

joanie@rdk.com

---

**WWW.RDK.COM**

Stock # 108837

Invoice # \_\_\_\_\_

# RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

*Lessee Information*

*Shipping Address*

Customer # 12455  
 Customer Name Suwannee County  
13150 Sosuth Terrace  
Live Oak, Fl 32060

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

Phone # 386-364-6612 P.O. #/Job # \_\_\_\_\_ Ordered By Dennis Rafferty  
 Project \_\_\_\_\_ Job Location \_\_\_\_\_ Salesman Joanie Beckwith  
 Delivered By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_  
 Returned By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC9NM007258		22 Mack Front Loader	13 Months	\$ 6,204.03	\$ 80,652.50

Note: Lease Agreement is valid for a period of one ( 13 ) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 4/1/2023 Mileage Out \_\_\_\_\_ Hours Out \_\_\_\_\_ Mileage In \_\_\_\_\_ Hours In \_\_\_\_\_

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.

Oil & filters must be changed every 200 hours.

Customer is responsible for displaying name and DOT

Number on cab.

All reimbursable repairs need prior approval from RDK Assets, INC.

Lease Amount	\$ 80,652.50
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
<b>Total \$ 80,652.50</b>	

Replacement Value of Vehicle: 284900. Total Due \$ 80,652.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

**PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE**

Insurer \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
 Minimum Property Damage Coverage \$ \_\_\_\_\_ Date Insurance Certificate Received \_\_\_\_\_

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature \_\_\_\_\_ Prepared By: Joanie Beckwith Date 3/21/2023  
 Lessee Name/Title (Print) \_\_\_\_\_ Reviewed By: \_\_\_\_\_  
 Company Name \_\_\_\_\_

## RDK ASSETS, INC. dba RDK TRUCK SALES

### TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

**1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

**2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

**3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

**4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessors discretion only.

**5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

**6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorney's fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

**7. COMPLIANCE WITH LAW** - Lessee shall, at its expense, comply with all state, federal and local laws and regulations affecting Equipment and its use, erection, design and transportation, including licensing and building code requirements and shall defend, indemnify and hold Lessor, its subsidiaries and related and affiliated companies, their officers, agents and employees harmless from all loss, liability and expense, including reasonable attorney's fees, harmless from all loss, liability and expense resulting from actual or asserted violations of any such laws.

**8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

**9. LEASE** - This Agreement is an agreement of lease only and Lessee shall not be deemed an agent or employee of Lessor for any purpose. Lessee shall not suffer any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless from all loss, liability and expense by reason thereof, including reasonable attorney's fees incurred by Lessor. Lessee shall not sub-let Equipment or assign this Agreement. The use of Equipment by others than Lessee or its employees shall be at Lessee's sole risk and subject to this Agreement. Lessor shall not be liable for any loss of or damage to any property left, stored, moved by or transported by Lessee or any other person in or upon Equipment either before or after the return thereof to Lessor whether or not caused by Lessor, and Lessee agrees to hold Lessor harmless from any such loss or damage including Lessor's reasonable attorney's fees. Lessee hereby assumes all risk of such loss or damage and waives all claims against Lessor by reason thereof and agrees to indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, and all of its agents, officers and employees from and against all loss, liability, claim, action, or expense including reasonable attorney's fees arising out of such loss or damage.

**10. LIABILITY** - The liability of Lessor for delay or failure to pick up Equipment or for failure of Equipment to perform shall not exceed the lease charges herein provided for. Lessee shall be responsible for making arrangements for return of Equipment. This Agreement does not terminate until Equipment is received on Lessor's yard and all obligations under this agreement have been satisfied except as may otherwise be provided herein.

**11. DEFAULT** - All delinquent installments of lease shall bear interest at one-and-a-half percent (1 1/2%) per month if not prohibited by law or at the highest lawful rate. In the event of default or breach of this Agreement by Lessee, or if Lessee, Lessor may enter premises where Equipment is located on reasonable written notice to, and in coordination with, licensee and render inoperative or inoperable with process of law and may terminate this Agreement without prejudice to any remedies or claims which Lessor might otherwise have for arrears of lease, expense of retaking, court costs and reasonable outside attorney's fee. Lessee shall remain liable for the full value of the Equipment or for any loss or damage to the Equipment, notwithstanding any termination of this Agreement. Upon the occurrence of any event of default, Lessee agrees to pay all actual costs and expenses which may be incurred by Lessor, including a reasonable outside attorney's fee, to enforce any right provided herein or collect any sums due, including any appeal or bankruptcy proceeding.

**12. DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY** - Equipment described herein as new is leased subject to such warranties as are made in writing by the manufacturer thereof. Lessor will cooperate with Lessee in obtaining adjustment from manufacturer for breach of any such manufacturer's warranty; any expense to be for Lessee's account. In the event it is found that there are defective parts within such period as the appropriate manufacturer's agreement to replace defective parts is applicable, Lessor will furnish at Lessor's repair facilities during regular working hours, such labor as is required for replacement or repair of defective parts covered by manufacturer's warranty. Cost of necessary transportation to and/or from Lessor's repair facility shall be borne solely and exclusively by Lessee. EXCEPT FOR THIS AGREED OBLIGATION TO FURNISH LABOR TO MAKE REPLACEMENT OR REPAIR OF DEFECTIVE PARTS COVERED BY MANUFACTURER'S WARRANTY WITHIN THE MANUFACTURER'S WARRANTY PERIOD, LESSOR SHALL NOT BE LIABLE FOR DEFECTS IN OR FOR ANY DAMAGES OR LOSS TO THE EQUIPMENT LEASED NOR CAUSED BY THE EQUIPMENT LEASE, AND UNDER NO CIRCUMSTANCES SHALL LESSOR OR MANUFACTURER BE LIABLE AND HEREBY SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR ANY INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE LESSEE OR TO ANY THIRD PARTY. THE FOREGOING UNDERTAKING WITH RESPECT TO NEW EQUIPMENT IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER LESSOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO USED EQUIPMENT AND LESSEE TAKES AND RENTS ANY USED EQUIPMENT "AS IS" AND WITH ALL FAULTS OR DEFECTS UNLESS A MODIFICATION IS ENDORSED HEREIN OR CONTAINED IN A SEPARATE WRITING SIGNED BY AN OFFICER OF LESSOR. Lessor warrants that it (1) owns/controls the equipment and (2) has the authority to enter this agreement and grant rights granted hereunder.

**13. TITLES, HEADINGS AND CAPTIONS** - All titles, headings and captions used in this Agreement have been intended for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

**14. ENTIRE AGREEMENT** - This Agreement expresses the entire agreement between the Lessor and Lessee. No change, modification or alteration of the terms, conditions and provisions herein will be effective against Lessor unless the same are in writing and signed by a duly authorized officer of Lessor. Lessee's execution of this agreement and/or acceptance of delivery of any part of equipment to be furnished hereunder shall constitute Lessee's acceptance of the terms, conditions and provisions of this agreement and the exclusion of any terms, conditions and provisions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the terms, conditions and provisions contained herein. The paragraph headings contained in this Agreement are for convenience only and shall not be used to expand or limit the express terms, conditions and provisions herein.

**15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

**16. PUBLIC RECORDS** - To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of Lessee as contemplated in Section 119.0701(1) of the Florida Statutes, then Lessor agrees to:

1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.

**RDk ASSETS, INC. dba RDk TRUCK SALES LOSS AND DAMAGE PROVISIONS**

**1. LESSORS GENERAL RESPONSIBILITY** - Under the RDk Assets, INC. dba RDk Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDk Assets, INC. dba RDk Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDk Assets, INC. dba RDk Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

**2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

Stock # 108836

Invoice #

# RDK ASSETS, INC. dba RDK TRUCK SALES

3214 Adamo Dr • Tampa, Florida 33605 • (813) 241-0711 • FAX (813) 241-0414

*Lessee Information*

*Shipping Address*

Customer # 12455  
Customer Name Suwannee County  
13150 Sosuth Terrace  
Live Oak, Fl 32060

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

Phone # 386-364-6612 P.O. #/Job # \_\_\_\_\_ Ordered By Dennis Rafferty  
Project \_\_\_\_\_ Job Location \_\_\_\_\_ Salesman Joanie Beckwith  
Delivered By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_  
Returned By:  RKTR  Lessee  Other \_\_\_\_\_ Date/Time Shipped \_\_\_\_\_

Serial Number	Tag	Equipment Description	Lease Term Monthly	Rate	Total
1M2TE2GC7NM007260		22 Mack Front Loader	13 Months	\$ 6,204.03	\$ 80,652.50

Note: Lease Agreement is valid for a period of one ( 13 ) months and cannot be canceled. Equipment is to be returned to RDK Assets, INC , dba RDK Truck Sales or an authorized location. Customer is responsible for ALL tire repairs, fuel and damages. See reverse side (Sec. 2) for allowance of hours.

Lease Starts 4/1/2023 Mileage Out \_\_\_\_\_ Hours Out \_\_\_\_\_ Mileage In \_\_\_\_\_ Hours In \_\_\_\_\_

No more than 55 hours per work week.

Customer is responsible for permits, licensing and repairs.  
Oil & filters must be changed every 200 hours.  
Customer is responsible for displaying name and DOT  
Number on cab.  
All reimbursable repairs need prior approval from RDK Assets,  
INC.

Lease Amount	\$ 80,652.50
Tax Rate <u>0</u>	Sales Tax \$ 0.00
	Transportation \$ 0.00
<b>Total \$ 80,652.50</b>	

Replacement Value of Vehicle: 284900.

Total Due \$ 80,652.00

LESSEE MUST CHECK ENGINE OIL, WATER AND FUEL DAILY. LESSEE MUST ADVISE LEESOR WHEN READY FOR PICK-UP. LESSEE AUTHORIZES THE DELETION OF ANY SAFETY EQUIPMENT AND ACCEPTS ALL LIABILITY FOR INJURY OR LOSS INCURRED. LESSEE IS RESPONSIBLE FOR ALL TIRES (to be returned with a minimum of 50% tread), MAINTENANCE, FUEL, MISSING PARTS, AND ALL DAMAGE OTHER THAN NORMAL WEAR AND TEAR AS DETERMINED BY LESSOR.

Equipment shall be operated only by a qualified operator, licensed where required by the law, who is either Lessee or an authorized operator as set forth in this Agreement. Lessee is liable for all damage caused by striking overhead objects, and if equipment is used without Lessor's permission or in violation of this Agreement, or is damaged as a result of conditions enumerated on Page Two (reverse side), or conditions enumerated in the Loss and Damage Provisions, Lessee shall be liable for all damages. Lessee represents that the Equipment herein has been fully inspected by it and that same is in good condition.

### PHYSICAL DAMAGE INSURANCE, LIABILITY, WORKMANS COMPENSATION, PROPERTY DAMAGE

Insurer \_\_\_\_\_ Policy No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Minimum Property Damage Coverage \$ \_\_\_\_\_ Date Insurance Certificate Received \_\_\_\_\_

BY EXECUTION OF THIS LEASE AGREEMENT, LESSEE ACKNOWLEDGES THAT THE EQUIPMENT DESCRIBED HEREIN IS LEASED TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS SET FORTH ABOVE (PAGE ONE) AND ON THE REVERSE SIDE OF THIS AGREEMENT (PAGE TWO) AND LESSEEREPRESENTS THAT LESSEE HAS READ AND AGREES TO ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. A FACSIMILE OF THIS AGREEMENT, OR ANY PART OF IT, SHALL BE ENFORCABLE AS AN ORIGINAL AND THIS AGREEMENT MAY BE EXECUTED AND ENFORCED IN COUNTERPARTS.

Lessee Signature \_\_\_\_\_ Prepared By: Joanie Beckwith Date  
03/21/2023  
Lessee Name/Title (Print) \_\_\_\_\_ Reviewed By: \_\_\_\_\_  
Company Name \_\_\_\_\_

## RDK ASSETS, INC. dba RDK TRUCK SALES

### TERMS AND CONDITIONS

RDK Assets, INC. dba RDK Truck Sales, (Lessor), hereby rents to Lessee and Lessee hereby accepts from Lessor, the Equipment described on Page One ("Equipment") subject to all terms, conditions and provisions of this Agreement as set forth on Pages One and Two.

**1. RETURN OF EQUIPMENT** - Equipment is and shall remain the property of Lessor, and is in good repair and mechanical condition. Except as otherwise provided herein. Lessee shall return Equipment in the same condition as received, ordinary wear and tear excepted to the place from which leased on the date specified or sooner if demanded by Lessor. Lessee agrees that Lessor may apply any security deposit posted by Lessee towards Lessee's obligation under this Paragraph 1.

**2. CHARGES** - Lessee shall be liable for and shall promptly pay when due at the Lessor's office designated herein, all lease and other charges set forth herein, including but not limited to time, mileage, service, minimum 50% grade wear on tire, delivery, pick-up and other charges (including cost of fuel supplied by Lessor) in accordance with this Agreement or, if not stated herein, in effect at the location at which the lease is made; and, shall pay and/or reimburse Lessor for amounts equal to any sales tax, use tax, personal property tax, licenses, registration or fees levied or based upon the lease of the Equipment or the use or the operation thereof. Lease payment is due at the beginning of each month during the lease term. The daily, weekly and monthly lease shall entitle Lessee to a maximum of one-shift use (8 hours per day, 55 hours per week, 220 hours per month). Double-shift use will incur a charge of one-and-a-half (1 1/2) times the lease rate and triple-shift use will incur a charge of two (2) times the lease rate. Lessor shall have a lien as allowed by law for charges incurred hereunder upon premises and improvements upon which Equipment is employed. Leases are F.O.B. the location at which this transaction was made. Shipping charges from such location to destination and return and all loading, unloading, assembling and dismantling shall be paid by Lessee.

**3. USE OF EQUIPMENT** - Equipment shall be used solely in Lessee's business and kept only at its place of business or job site (except that Equipment may be moved in the normal course of Lessee's business), and shall not be removed without prior written consent of Lessor. Lessee shall notify Lessor, prior to moving equipment from its place of business or the job site identified on Page One, of the location and project to which the equipment is relocated and the date(s) each piece of equipment is removed or placed on any job site. Lessee shall promptly respond to all requests by Lessor concerning the location of all equipment and any information requested by Lessor concerning the job site (including, but not limited to, the identity of the property owner, general contractor, surety, if any, and legal description of premises). Lessee agrees that Lessor may inspect the equipment at reasonable times whether at Lessee's place of business or a job site on reasonable written notice to, and in coordination with, licensee. Equipment shall be used only within its rated capacity by safe, careful, competent and qualified personnel. Lessee shall notify Lessor immediately of any accident or occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required in connection therewith. Equipment shall not be used, operated, or driven: (A) to carry persons other than the driver or helpers; (B) to transport property for hire, unless all permits and licenses have been obtained by Lessee which are the sole responsibility of Lessee; (C) in violation of any law or ordinance; (D) by any person in violation of law as to age; (E) in any speed contests; and (F) by any person other than (1) Lessee; or (2) any of the following persons provided that such person is a qualified licensed driver and provided Lessee's permission is first obtained: (a) a member of Lessee's family, (b) Lessee's employer or (c) any employee of Lessee in the ordinary course of such employee's regular employment. If Equipment is used in violation of this Paragraph, or is obtained from Lessor by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of Equipment is and shall be deemed used without Lessor's permission.

**4. SERVICE** - Lessee shall perform and pay for all normal, periodic and other basic service as suggested by the manufacturer, including adjustments and lubrication of Equipment, including but not limited to; checking of Equipment before each shift; and supplying fuel, oil and water; and checking cooling system (engine only); and, checking tire pressures and battery fluid and charge levels at least weekly. If Equipment fails to operate properly or needs repair, Lessee shall immediately cease using and notify Lessor forth-with. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. Lessee agrees that credit for downtime is at Lessor's discretion only.

**5. INSURANCE** - Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits in the same amounts that it would for vehicles that it owns and operates on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons including but not limited to employees of Lessee, as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of Equipment. Lessee shall at Lessee's expense, during the term hereof, maintain in force a policy covering any and all physical damage to the Equipment in the amount referenced on the reverse side of this Agreement. Lessee shall, on demand, furnish Lessor a certificate of insurance with respect to each policy required by this Paragraph 5. Further, Lessee shall ensure that the certificates of insurance referenced herein shall name the Lessor as the loss payee. Lessee agrees to abide by the provisions of said policies and to make a written report to Lessor and the insurer within 48 hours of Lessee's knowledge of any accident or occurrence involving Equipment. Lessee's agents and employees shall cooperate fully with Lessor and Lessee's insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate any applicable insurance coverage. In the event that Lessee receives any insurance proceeds with respect to any insurance policy required by this Paragraph 5, Lessee shall pay or apply such proceeds as directed by Lessor. Lessee shall also maintain worker's compensation insurance to extent required by law.

**6. INDEMNITY** - Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, incurred by any such individual or entity by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to the officers, agents and employees of Lessee, as a result of the maintenance, use, operation, storage, erections, dismantling, servicing, transportation, to the extent not caused by Lessor's negligence or willful misconduct, or a pre-existing condition of the equipment. Further, Lessee shall defend, indemnify and hold harmless Lessor, its subsidiaries and affiliated companies, their officers, agents, and employees against all loss, liability and equipment costs, including reasonable outside attorneys' fees, incurred by any such individual or entity by reason of any damage sustained by any person or persons, including but not limited to the officers, agents, and employees of Lessee, as a result of any pollution liability claims or environmental impairment claim made as a result of the Lessee generating, storing, disposing of any hazardous substances, hazardous material, toxic substances, or any additional substances or materials commonly described as hazardous substances. The provisions of this Paragraph 6 shall continue in full force and effect notwithstanding the expiration of termination of this Agreement for any reason. Notwithstanding any other provision set forth in this agreement, nothing contained in this agreement shall be construed as a waiver of Lessee's right to sovereign immunity under Florida law, if applicable, and/or the limits of the Lessee's liability under Section 785.28 of the Florida statutes, or other limitations imposed on Lessee's potential liability under state or federal law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the town and the town's members, officials, officers, employees and agents under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law or recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Agreement.

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**8. VENUE AND CHOICE OF LAW; WAIVER OF JURY TRIAL** This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Florida. The forum selected for any proceeding or suit related to this Agreement shall be in the Circuit Court of the Thirteenth Judicial Circuit, in and for Hillsborough County, Florida, and the parties consent to this Court's personal jurisdiction over them or if the State Court does not have subject matter jurisdiction, then in the District Court of the United States for the Middle District of Florida, Tampa Division, to which the parties also consent to personal jurisdiction. Each party hereby waives any defense whether asserted by motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue. This is intended to be a mandatory and not a permissive forum selection provision.

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**15. NO WAIVER** - Lessor shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is specific and in writing. No delay or omission by Lessor in exercising any of its rights or remedies hereunder shall constitute a waiver thereof, or shall constitute any further waiver thereafter. All rights and remedies of a party are cumulative and concurrent and the exercise of one right or remedy shall not be deemed to be a waiver or release of any other right or remedy.

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1. Keep and maintain public records required by the Lessee to perform the service contemplated in this Agreement.
2. Upon request from the Lessee's custodian of public records provide the Lessee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Lessor does not transfer the records to Lessee.
4. Upon completion of the agreement, transfer, at no cost, to the Lessee all Customer Data in possession of Lessor or keep and maintain Customer Data required by the Lessee to perform the service. If Lessor transfers all Customer Data to the Lessee upon completion of the Agreement, Lessor shall destroy any duplicate Customer Data that are exempt or confidential and exempt from Customer Data disclosure requirements. If Lessor keeps and maintains Customer Data upon completion of the Agreement, Lessor shall meet all applicable requirements for maintaining Customer Data. All Customer Data stored electronically must be provided to the Lessee in accordance with Section A 4 of the Agreement and upon request from the Lessee's custodian of public records in a format that is compatible with the information technology system of the Lessee.



**RDK ASSETS, INC. dba RDK TRUCK SALES LOSS AND DAMAGE PROVISIONS**

**1. LESSORS GENERAL RESPONSIBILITY** - Under the RDK Assets, INC. dba RDK Truck Sales Agreement ("Agreement") the Lessee renting the Equipment is responsible to RDK Assets, INC. dba RDK Truck Sales for any loss or damage to the Equipment and/or its return in the same condition in which received, except for ordinary wear and tear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and RDK Assets, INC. dba RDK Truck Sales related expenses, including loss of use, appraisal fees, recovery costs and reasonable attorney's fee. In the event the Equipment is damaged in a manner for which the Lessee is responsible, such Equipment may be repaired by Lessor or a repairer of Lessor's then prevailing hourly rate for labor posted at the Lessor's branch where the Equipment is to be repaired, or the repairer's hourly rate for the labor charged to repairer for such repairs, as the case may be. Parts will be charged at Lessor's list price. Lessee is also responsible for the expenses relating to such loss or damage to the Equipment as specified in the Agreement.

**2. SUBROGATION** - In the event of any loss or damage to the Equipment, Lessor will subrogate with respect to any right of the Lessee to recover against any person, firm or corporation. Lessee will execute and deliver whatever instruments and papers are required and do whatever else is necessary to secure such rights. Lessee will cooperate fully with Lessor and/or its insurers in the prosecution of those rights and will neither take nor permit nor suffer any action to prejudice Lessor's right with respect thereto.

Lessor agrees that Lessor's rights and remedies in the event of any breach of this agreement shall be limited to Lessor's remedy at law for monetary damages, if any, and Lessor shall not be entitled to seek injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, advertising or any other means of exploitation of the production hereunder or any subsidiary, derivative or ancillary rights in connection therewith, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Lessee's rights hereunder.

## Suwannee County Airport Executive Summary

### Objective:

To approve Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to Design and Construct a New Hangar at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

### Considerations:

This agreement will add additional \$250,000.00 of funds for the design and construction of a new hangar for a total of \$625,625.00.

This project is included in the Airport Master Plan.

The original PTGA was approved November 15, 2021.

This project is funded 100% by FDOT.

Budget Impact: Paid for with FDOT funds.

### Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to approve Amendment #1 to the Public Transportation Grant Agreement #440059 (PTGA) to add additional funds to Design and Construct a New Hangar at the Suwannee County Airport, to approve the required resolution and to authorize staff to sign all related documents.

Respectfully submitted:

Date: April 4, 2023

Bill Harden  
Airport Manager

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Suwannee County, Florida (“County”), and the State of Florida Department of Transportation (“FDOT”), have determined it to be in their mutual interests to facilitate the development of the herein described project at Live Oak, Suwannee County, Florida, to wit:

Design & Construct a New Hangar  
at the Suwannee County Airport  
FDOT F.P. #440059

**WHEREAS**, the FDOT and the County have agreed to joint funding for the above project; the FDOT portion of which shall be the maximum of \$625,625.00 related to eligible project costs; and

**WHEREAS**, both parties now 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.

**NOW THEREFORE**, be it resolved, as follows:

1. The Board of County Commissioners of Suwannee County, Florida, confirms its desire to enter into the Public Transportation Grant Agreement, FDOT F.P. #440059, with the FDOT;
2. The Chairman, Franklin White or his designee, is herein authorized to execute this Resolution on behalf of the County; and
3. The Chairman, Board of County Commissioners of Suwannee County, Florida, Franklin White, or County Administrator, Randy Harris, are herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced PTGA, future modifications, time extensions, and project scope changes with the FDOT.

**PASSED, ADOPTED, AND APPROVED**, on the \_\_\_\_ day of April, 2023.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
FRANKLIN WHITE  
Chairman

ATTEST:

By: \_\_\_\_\_  
BARRY A. BAKER  
Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT  
 OGC 04/22

Financial Project Number(s): <small>(Item-segment-phase-sequence)</small> <b>440059-1-94-23</b>	Fund(s): Work Activity Code/Function: <b>215</b>	DDR	FLAIR Category: <b>088719</b>
	Federal Number/Federal Award		Object Code: <b>751000</b>
	Identification Number (FAIN) – Transit only:		Org. Code: <b>55022020228</b>
Contract Number: <b>G2352</b>	Federal Award Date:		Vendor Number: <b>VF596000873055</b>
CFDA Number: <b>N/A</b>	SAM/UEI Number:		Amendment No.: <b>1</b>
CFDA Title: <b>N/A</b>			
CSFA Number: <b>55.004</b>			
CSFA Title: <b>Aviation Grant Program</b>			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation ("Department"), and Suwannee County, ("Agency"), collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the Department and the Agency on 11/22/2021 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended Design & construction of new Hangar Buildings at Suwannee County Airport - Additional funds added. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- \*Exhibit B1: Deferred Reimbursement Financial Provisions
- \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**GRANT AGREEMENT**

Form 726-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 04/22

- \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- \*Additional Exhibit(s):

**4. Project Cost.**

The estimated total cost of the Project is  increased/  decreased by \$250,000 bringing the revised total cost of the project to \$625,625.

The Department's participation is  increased/  decreased by \$250,000. The Department agrees to participate in the Project cost up to the maximum amount of \$625,625, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

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

AGENCY Suwannee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

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

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

Title: \_\_\_\_\_

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

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct hangars.

**B. Project Location** (limits, city, county, map): Suwannee County Airport/Live Oak, FL/Suwannee

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design & Construct Box Hangar (1-2 Units): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), aircraft tie downs, pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the box hangar project. The Sponsor will comply with Aviation Program Assurances.

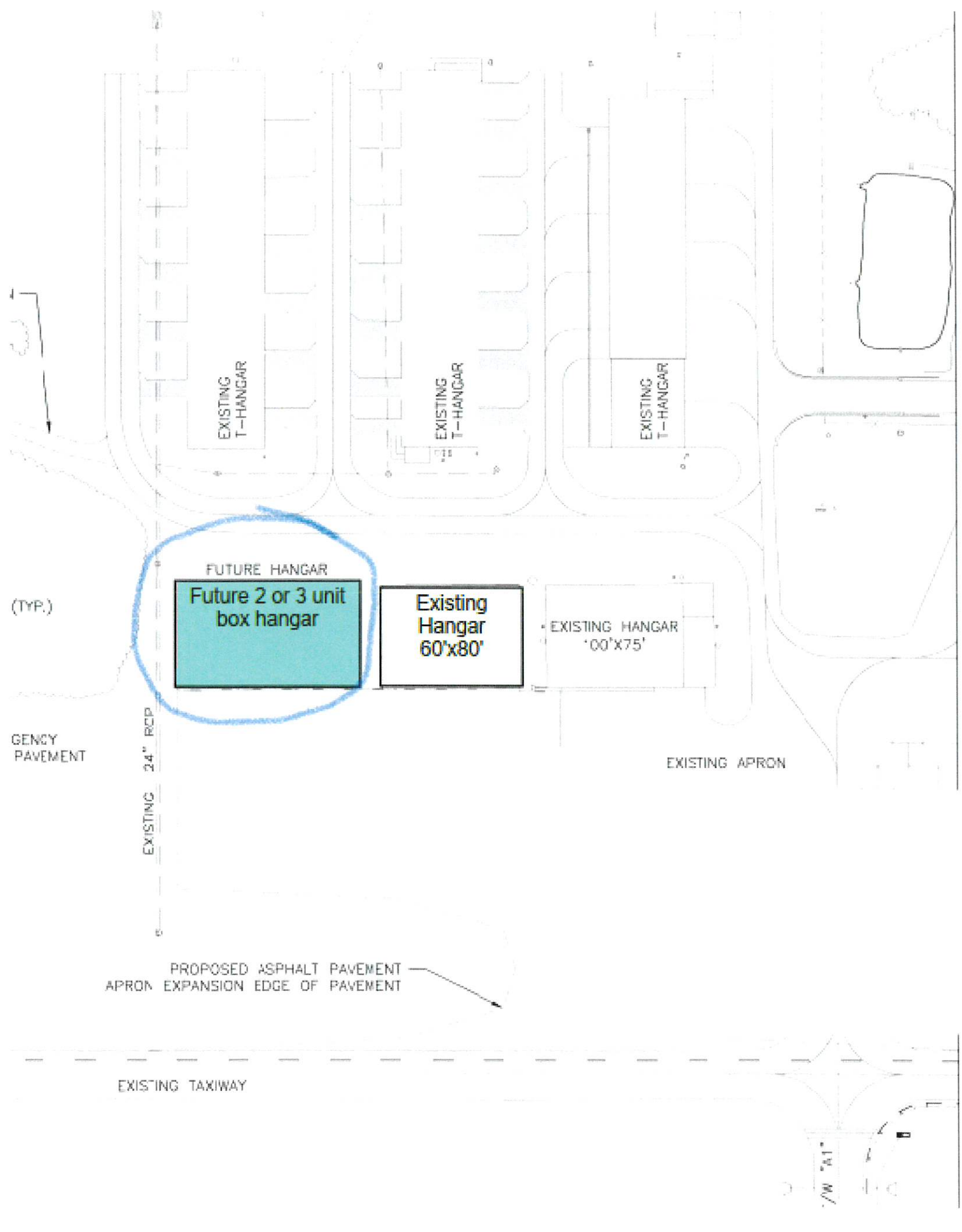
**D. Deliverable(s)**: Design & Construct hangars.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



EXISTING  
T-HANGAR

EXISTING  
T-HANGAR

EXISTING  
T-HANGAR

FUTURE HANGAR

Future 2 or 3 unit  
box hangar

Existing  
Hangar  
60'x80'

EXISTING HANGAR  
100'x75'

(TYP.)

GENGY  
PAVEMENT

EXISTING 24" RCP

EXISTING APRON

PROPOSED ASPHALT PAVEMENT  
APRON EXPANSION EDGE OF PAVEMENT

EXISTING TAXIWAY

1/4" = 1'

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 726-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 01/23

**EXHIBIT B**

**Schedule of Financial Assistance**

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
 CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
440059-1-94-23	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$375,625.00
440059-1-94-23	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$250,000.00
<b>Total Financial Assistance</b>							<b>\$625,625.00</b>

**B. Estimate of Project Costs by Grant Phase:**

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$625,625.00	\$0.00	\$0.00	\$625,625.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
<b>Totals</b>	<b>\$625,625.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$625,625.00</b>			

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

<b>Scope Code and/or Activity Line Item (ALI) (Transit Only)</b>	
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**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

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

Donna Whitney

Department Grant Manager Name

Signature

Date



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**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
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**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 01/23

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$625,625

\*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

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

# **SUWANNEE COUNTY**

## **Administration**

### Executive Summary

#### Objective:

Approval of Agreement with WSP USA Environment & Infrastructure, Inc. in the amount of \$26,974.08 for the installation of two additional monitoring wells and continuance of sampling associated with petroleum cleanup, pending County Attorney review.

#### Considerations:

This has been an ongoing project located at the Suwannee County Road Department.

This project is monitored and regulated by the Florida Department of Environmental Protection.

The rates are consistent with FDEP negotiated rates.

WSP USA Environment & Infrastructure, Inc., formally Wood Environment & Infrastructure, is familiar with this project. The company has completed the necessary work in previous years.

#### Budget Impact:

To be paid from the professional services line.

#### Recommendation:

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: April 4, 2023

## Mandy Frederickson

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**From:** alexandra.horne <alexandra.horne@woodplc.com>  
**Sent:** Thursday, March 16, 2023 2:21 PM  
**To:** Mandy Frederickson  
**Subject:** Suwannee County Road Department  
**Attachments:** SCRD\_WI\_PSA\_March 2023.pdf

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

Hi Mandy,

I have attached the next proposed scope of work. FDEP would like to install two additional monitoring wells and continue groundwater sampling. Please review and let me know if you have any questions. If the proposal is sufficient, please sign and return. I have tentatively held a date of April 12 and 13, 2023 for the well installation if the County agrees with the scope.

Thanks,



**Alexandra Horne**  
Project Manager

M+ 1 772-321-5873

WSP USA Environment & Infrastructure Inc.  
2533 Greer Road, Suite 7  
Tallahssee, Florida  
32308, USA

[wsp.com](http://wsp.com)

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.



## Professional Services Agreement

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### PARTIES

THIS AGREEMENT (the "Agreement"), effective this 16<sup>th</sup> day of March 2023, is made by and between WSP USA Environment & Infrastructure, Inc., a Nevada corporation, with an address at 325 John Knox Road, Building F, Suite 140, Tallahassee, FL ("WSP") and Suwannee County Board of Commissioners, with an address at 13150 80<sup>th</sup> Terrace, Live Oak, Florida 32060 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

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### PROJECT

CLIENT engages WSP to provide services in connection with:  
**Suwannee County Road Department site, FACID 618521188**

### SCOPE OF SERVICES

WSP agrees to perform the below services:

- Install two monitoring well to 75 feet below land surface, generate up to 12 drums of investigative derived waste (IDW), collect one soil sample for IDW disposal and perform a groundwater sampling event of 13 monitoring wells for BTEXM, PAH, TRPH, EDB, lead in accordance with FDEP SOPs. Compile, summarize, and document in a written report meeting the requirements of the FDEP Petroleum Restoration Program.
- Rates are based on the negotiated rates between WSP and FDEP as documented in contract number GC788 (latest amendment).
- Reductions will be made based on the unit rates in the attached FDEP SPI rate sheet, in the event some portion of the scope cannot be performed.

CLIENT agrees that all services not expressly included are excluded from WSP's Scope of Services.

---

### COMPENSATION (in U.S. Dollars) (check one)

**Firm-fixed price:** CLIENT agrees to compensate WSP on a firm-fixed price basis (exceptions above) in the amount of: **\$ 26,974.08**

**Time and materials:** CLIENT agrees to compensate WSP for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of WSP's performance be greater than the estimated amount shown below, WSP will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Labor Categories and Hourly Labor Rates: \_\_\_\_\_  
Other Direct Costs (Reimbursed at cost plus \_\_\_ % mark-up): \_\_\_\_\_  
Total estimated time and materials cost: \$ \_\_\_\_\_

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

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### ATTACHMENTS

The listed attachments form part of this Agreement:

- 1). SCRD SOW
- 2). SCRD SPI
- 3). SCRD Map of Proposed Wells

## Terms and Conditions

**1. COMPENSATION:** Invoices will be submitted at the completion of each task or monthly as needed for Services rendered. Terms of payment are pay when paid plus seven days (PWP+7). A late fee of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or the maximum amount allowable by law on balances past due. Interest shall be computed at 31 days from the date of payment. In addition, any collection fees, attorneys' fees, court costs, and other related expenses incurred by WSP in the collection of delinquent invoice amounts shall be paid by CLIENT.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify WSP of that fact in writing within ten (10) days from the date of receipt of WSP's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by Wood. WSP may suspend performance of Services under this Agreement if: (i) CLIENT fails to make payment in accordance with the terms hereof, or (ii) WSP reasonably believes that CLIENT will be unable to pay WSP in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of Services. Such suspension shall continue until WSP has been paid in full for all balances past due including applicable service charges and CLIENT provides WSP with adequate assurance of CLIENT's ability to make future payments in accordance with the terms hereof. If any such suspension causes an increase in the time required for the performance of any part of the Services, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

**2. STANDARD OF CARE:** WSP will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of WSP's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**3. INDEPENDENT CONTRACTOR:** WSP shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. WSP shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by WSP and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

**4. INSURANCE:** WSP will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

**5. CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Wood, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should WSP encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, WSP shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in WSP's reasonable opinion, the conditions cause an increase or decrease in WSP's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in WSP's compensation, schedule, or both. In the event no

Change Order is agreed to, WSP reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

**6. FORCE MAJEURE:** Should performance of Services by WSP be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes but is not restricted to: acts of God; acts of a legislative, administrative, or judicial entity; acts of contractors other than contractors engaged directly by Wood; earthquakes; fires; floods; labor disturbances; epidemics, pandemics; and unusually severe weather. WSP will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on performance by Wood. The Parties agree that the current COVID-19 Pandemic shall be deemed a Force Majeure under this section and that any on-going or future potential or actual disruptions, or delays in performance of services or deliverables related to the COVID-19 Pandemic will be subject to the time and compensation requirements listed in this Section 6.

**7. CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide WSP all available material, data, and information pertaining to the Services.

**8. SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by WSP for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for WSP's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. WSP will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to WSP in connection with its work.

**9. WARRANTY OF TITLE, WASTE OWNERSHIP:** CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will WSP assume possession or title, constructive or express, to any such samples or wastes.

**10. LIMITATION OF LIABILITY:** As part of the consideration WSP requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against WSP by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against WSP or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of WSP's standard of care hereunder shall be to require WSP to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF WSP TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF WSP IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO WSP BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST WSP OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF WSP IN EXCESS OF THE LIMITATION.**

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, WSP would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Wood, (iv) the Limitation is merely a limitation of, and not an exculpation from, WSP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Wood, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to WSP performing the Services in accordance with the Standard of Care.

WSP and CLIENT each hereby waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including, but not limited to: loss of use, loss of revenue, loss of profit, loss of contracts, loss

of product or production, or loss of business opportunity) incurred by either WSP or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder.

**CLIENT agrees that the damages for which WSP shall be liable are limited to that proportion of such damages which is attributable to WSP's percentage of fault subject to the other limitations herein.**

11. **INDEMNITY.** CLIENT agrees to defend, indemnify, protect and hold harmless WSP and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by WSP under this Agreement, unless such injury or loss is caused by the sole negligence of Wood.

**12. ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign its interest in this Agreement without the written consent of the other.

**13. COST ESTIMATES:** If included in the Services, WSP will provide cost estimates based upon WSP's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only WSP's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. **TERMINATION** Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by WSP to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

**15. GOVERNING LAWS/LANGUAGE:** This Agreement shall be governed and construed in accordance with the laws of the state of the WSP office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

**16. FIELD REPRESENTATION:** The Services do not include supervision or direction of the means, methods, or actual work of other consultants, contractors, and subcontractors not retained by Wood. The presence of WSP's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. WSP's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that WSP is not responsible for safety or security at a site, other than for WSP's employees, and that WSP does not have the contractual duty or legal right to stop the work of others.

**17. DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the WSP office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

**18. EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information, or recommendations prepared or issued by Wood, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey WSP's reports or recommendations to any person or organization other than those identified in the project description without WSP's written authorization. CLIENT releases WSP from liability and agrees to defend, indemnify, protect, and hold harmless WSP from any and all claims, liabilities, damages, or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by WSP under this Agreement are instruments of service. Exclusive ownership, copyright, and title to all instruments of service remain with Wood.



**19. ENTIRE AGREEMENT:** The terms and conditions set forth herein constitute the entire understanding and agreement of WSP and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall WSP be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Wood. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure WSP services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and WSP have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

**Suwannee County Board of Commissioners**

**WSP USA Environment & Infrastructure, Inc.**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 618521188

STCM Facility Name: Suwannee County Road Department

*Any blank fields are not applicable to the scope of work.*

WATER SAMPLING TABLE																			
Task #	Well #(s) or Water Sample Location	Frequency (if applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only (8-7.)	# MWs Sampled (8-1./8-2.)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-31.) EDB (via 504.1 or 8011)	(9-41.) Lead, Total									
1	MW-3, MW-10, MW-23, MW-24, MW-25, MW-26, MW-27, MW-29, MW-30, MW-31, DMW-3, 2 New Wells				13	13	13	13	13	13									
Task 1 Subtotal				0	13	13	13	13	13	13	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	13	13	13	13	13	13	0	0	0	0	0	0	0	0	0

Facility Name: Suwannee County Road Department

FAC ID#: 8521188

County: 61

Region: North

Site Manager Name: Melissa Brock

Site Manager Phone: 850-245-8922

Site Manager Email: melissa.brock@floridadep.gov

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	PRICE	TOTAL PRICE
<b>Task 1</b>					
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in applicable pay items)	Reimbursable	1	\$40.00	\$40.00
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	2	\$486.00	\$972.00
3-10.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - > 100 miles each way	Per Round Trip	1	\$1018.65	\$1018.65
4-1.a.	Per Diem - For Travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	10	\$80.00	\$800.00
5-19.	Sonic Boring, 6 to 10 inch diameter, 50 to 100 feet total depth	Per Foot	150	\$52.25	\$7837.50
6-2.a.	Well Installation - 2 Inch diameter (vertical)	Per Foot	150	\$35.25	\$5287.50
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	12	\$232.00	\$2,784.00
8-2.	Monitoring Well Sampling with Water Level, > 100 foot depth	Per Well	1	\$292.00	\$292.00
8-6.	Soil/Sediment Sample Collection	Per Sample	1	\$87.50	\$87.50
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$33.00	\$33.00
9-2.	Soil, BTEXM + MTBE (EPA 8021 or EPA 8260)	Per Sample	1	\$46.20	\$46.20
9-11.	Soil, Arsenic (EPA 6010 or EPA 6020)	Per Sample	1	\$13.86	\$13.86
9-12.	Soil, Cadmium (EPA 6010 or EPA 6020)	Per Sample	1	\$13.86	\$13.86
9-13.	Soil, Chromium (EPA 6010 or EPA 6020)	Per Sample	1	\$13.86	\$13.86
9-14.	Soil, Lead (EPA 6010 or EPA 6020)	Per Sample	1	\$13.86	\$13.86
9-15.	Toxicity Characteristic Leaching Procedure - Extraction Only (EPA 1311)	Per Sample	1	\$30.32	\$30.32
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	13	\$42.74	\$555.62
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	13	\$92.90	\$1,207.70
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	13	\$47.01	\$611.13
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	13	\$55.44	\$720.72
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	14	\$13.20	\$184.80
12-6.	Transport and Disposal of Petroleum Impacted Soil (includes drum)	Per Drum	12	\$205.50	\$2466.00
19-7.	Supplemental Site Assessment Report	Per Report	1	\$1944.00	\$1944.00
		<b>Subtotal</b>			<b>\$26,974.08</b>



# **SUWANNEE COUNTY**

## **CLERK OF COURT**

March 30, 2023

### **Objective:**

Public Hearing to consider approval of final budget amendments for the fiscal year 2021-2022.

### **Considerations:**

Lease Reimbursements from the State Attorney's office and associated rental/lease payments for Perry office totaling \$10,328.00.

Water and Sewer Grants totaling \$1,608,478.00 and associated expenses.

### **Recommendation:**

Approval of budget amendments to close out year.

Keith Gentry  
Finance Director

SUWANNEE COUNTY  
 BOARD OF COUNTY COMMISSIONERS  
 NOTICE OF FINAL BUDGET AMENDMENTS  
 2021-2022 Fiscal Year

SUWANNEE COUNTY RESOLUTION NO: \_\_\_\_\_

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 4, 2023 at 5:35 p.m. or as soon thereafter as the matter can be heard in the Judicial Annex Building, 218 Parsley 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, 2022, and said usages are in excess of the original or previously amended budget:

	Original or Previously Amended Budget	Amended Amount ADD	TOTAL Amended Budget
<b>FUND</b>			
<b><u>STATE ATTORNEY, REVENUES</u></b>			
Perry Lease Reimbursement:	0.00	10,328.00	10,328.00
All other Revenue Sources:	<u>274,345.00</u>	<u>0.00</u>	<u>274,345.00</u>
Total Revenues Sources:	274,345.00	10,328.00	284,673.00
<b><u>STATE ATTORNEY, APPROPRIATIONS</u></b>			
Rentals / Leases-Perry:	0.00	10,328.00	10,328.00
All other Appropriations:	<u>274,345.00</u>	<u>0.00</u>	<u>274,345.00</u>
Total Appropriations:	274,345.00	10,328.00	284,673.00
<b>FUND</b>			
<b><u>WATER / SEWER PLANT FUND, REVENUES</u></b>			
DEO Water Plant Grant:	0.00	883,741.00	883,741.00
DEP Sewer Plant Grant:	0.00	724,737.00	724,737.00
Balance Forward:	0.00	0.00	0.00
All Other Revenue Sources:	<u>195,606.00</u>	<u>0.00</u>	<u>195,606.00</u>
Total Revenues Sources:	195,606.00	1,608,478.00	1,804,084.00
<b><u>WATER / SEWER PLANT FUND, APPROPRIATIONS</u></b>			
DEO / DEP Construction Grants:	0.00	1,608,478.00	1,608,478.00
All other Appropriations:	<u>195,606.00</u>	<u>0.00</u>	<u>195,606.00</u>
Total Appropriations:	195,606.00	1,608,478.00	1,804,084.00

Resolution to identify and authorize the usage of Unanticipated Revenues, Contingency and / or Reserves for increased appropriations (EXPENSES) in county programs.

Now, Therefore be it resolved by the Board of County Commissioners of Suwannee County, Florida that they do approve as provided by law this Resolution, this 4th day of April, 2022, with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried by a \_\_\_\_\_ vote.

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

\_\_\_\_\_  
 BARRY A. BAKER  
 CLERK OF THE CIRCUIT COURT  
 and BUDGET OFFICER

## **Agenda Item No. 8**

### **PROCLAMATIONS AND PRESENTATIONS:**

Declaring April 2023 as “National Healthcare Decisions Month.”  
(Amanda Butler, Haven Hospice and Matt Brandon, Community Hospice)

## ***National Healthcare Decisions Day Proclamation***

***WHEREAS***, National Healthcare Decisions Day is recognized across the country on April 16th, it is designed to inspire, educate, and empower the public and providers about the importance of advance care planning; to raise public awareness of the need to plan for health-care decisions, especially those related to end-of-life care and medical decision-making when patients are unable to speak for themselves; and to encourage the specific use of advance directives to communicate these important health care decisions; and

***WHEREAS***, health care and community organizations across Florida state are assisting people to plan for future health care decisions in the event they are unable to make their own medical decisions and to encourage the use of advance directives to communicate these important health care decisions; and

***WHEREAS***, a large percentage of Suwannee County residents have not yet prepared for healthcare decisions; in times of crisis and/or at end of life had not had important conversations with their families, loved ones, and their healthcare providers and documented those decisions; and

***WHEREAS***, it is likely that a significant reason for this large percentage is that there is both a lack of knowledge and considerable confusion in the public about advance care planning and advance directives; and

***WHEREAS***, one of the principal goals of National Healthcare Decisions Day is to encourage physicians and their care teams, medical groups, hospitals and health systems, nursing homes, assisted living facilities, continuing care retirement communities, hospices and community organizations to participate in a statewide effort to provide clear and consistent information to the public about advance care planning; and

***WHEREAS***, Community Hospice and Haven Hospice and other health care organizations and community groups have endorsed this event and are committed to educating the public about the importance of discussing health care choices and executing advance directives; and

***WHEREAS***, The COVID-19 pandemic makes advance care planning even more important with every age group being impacted and 840,000 deaths and counting in the United States attributed to the virus.

***WHEREAS***, as a result of the month of April 2023 being recognized as "National Healthcare Decisions Month" and April 16<sup>th</sup>, 2023 as "National Healthcare Decisions Day", more citizens will have conversations about their health care decisions; more citizens will execute advance directives to make their wishes known; and fewer families and health care providers will have to struggle with making difficult health care decisions in the absence of guidance from the patient;

***NOW, THEREFORE***, through the authority vested in me by the Board of County Commissioners of Suwannee County, Florida, I do hereby proclaim April 2023, as "National Healthcare Decisions Month" with April 16<sup>th</sup>, 2023 as "National Healthcare Decisions Day" to encourage citizens to increase their understanding and awareness of care at the end of life, discuss their end of life wishes with their families, and observe this month with appropriate activities and programs in Suwannee County, Florida.

*Duly proclaimed this 4th day of April, A.D., 2023.*



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

**By: \_\_\_\_\_  
Franklin White, Chairman**

**ATTEST:**

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

## **Agenda Item No. 9**

### **PROCLAMATIONS AND PRESENTATIONS:**

Presentation of Home Rule Community Resolution/Ordinance by Moses Clepper, Representative of the American Patriots.

**Mandy Frederickson**

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**From:** Moses Clepper <moefixit@aol.com>  
**Sent:** Monday, March 20, 2023 12:29 PM  
**To:** Greg Scott; Greg Scott  
**Cc:** Mandy Frederickson  
**Subject:** Additional Agenda Item for March 21, 2023

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

Mr Scott ,

Please, add the following to the agenda for tomorrow, and confirm that you have received this email. Also, if allowed, please make copies for each commissioner, the county attorney, the county clerk and any others that would need a copy for tomorrow. Unfortunately, I do not have access to a standard computer and printer at this time (I work off my phone). If you are unable to provide the copies needed, please let me know, ASAP, so I may go down and have copies made prior to the meeting tomorrow.

Thank you ,  
Moses Clepper  
American Patriots lo

-----  
**To:** The Suwannee BOCC  
**From:** The American Patriots lo

Dear Commissioners,

We realize that a resolution has been made, by the BOCC, declaring Suwannee County a 2nd Amendment Sanctuary; however, we believe the following will more effectively put in place the people's and our Suwannee County Official's position. Please, consider adopting our submitted proposition:

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Home Rule Community Resolution/Ordinance for Suwannee County, FL

A HOME RULE RESOLUTION/ORDINANCE RELATING TO THE USA PATRIOT ACT (PUBLIC LAW 107-56), THE USA FREEDOM ACT, THE FLORIDA PATIENT'S BILL OF RIGHTS, THE CONSTITUTION OF THE STATE OF FLORIDA, THE BILL OF RIGHTS AND THE CIVIL LIBERTIES, PEACE AND SECURITY OF THE CITIZENS OF QOUR COUNTRY AND THE WORLD

BE IT RESOLVED BY THE COUNTY OF SUWANNEE:

WHEREAS, the County of Suwannee recognizes the Constitution of the United States as the governing law of the land and the Bill of Rights as guaranteeing inalienable rights of Americans, including the freedoms of religion, speech, the press, assembly, privacy, and petitioning the Government for redress of grievances; and

WHEREAS, each of the County's duly elected public servants has sworn to defend and uphold the United States Constitution and the Constitution of the State of Florida; and

WHEREAS, the County of Suwannee denounces and condemns all acts of terrorism, wherever occurring; and

WHEREAS, any new security measures resulting from the attacks against the United States that occurred on September 11, 2001 should be carefully designed and employed by federal, state and local governments to enhance public safety without infringing on the civil liberties and rights of innocent citizens of the County of Suwannee, the nation, or the world; and

WHEREAS, certain provisions of the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001", also known as the USA PATRIOT Act, the USA Freedom Act, as well as several executive orders, allow the federal government to conduct surveillance on and detain citizens of the County of Suwannee, the nation, and the world.

NOW, THEREFORE, BE IT RESOLVED that the County of Suwannee affirms its strong opposition to terrorism, but also affirms that any efforts to end terrorism not be waged at the expense of the fundamental civil liberties, rights, and freedoms of the people of the County of Suwannee, the United States, or the world;

BE IT FURTHER RESOLVED that it is the policy of the County of Suwannee to oppose any portion of the USA PATRIOT Act, USA Freedom Act or other Act, order or measure, that would violate the rights and liberties guaranteed equally under state and federal constitutions; and

BE IT FURTHER RESOLVED that, in accordance with the state and federal constitutions, the County of Suwannee is opposed to actions which violate due process [Fifth Article of Bill of Rights] and right to privacy [Fourth Article of Bill of Rights] without probable cause;

BE IT FURTHER RESOLVED that the County of Suwannee is opposed to the collection or maintenance of information about the political, religious, medical or social views, association, or activities of any individual, unless the information directly relates to an investigation of criminal activities based on probable cause, not mere suspicion of criminal conduct; and

BE IT FURTHER RESOLVED that the County of Suwannee is opposed to any mandated medical treatments, or "quarantine camps", and endorses the right of each citizen to refuse medical treatments.

BE IT FURTHER RESOLVED that the County of Suwannee implores the United States Congress to repeal any provision of the USA PATRIOT Act, USA Freedom Act or other measures that infringe on civil liberties, and opposes any pending and future legislation that similarly infringe on civil rights and liberties.

PROPOSED by Commissioner \_\_\_\_\_

SECONDED by Commissioner \_\_\_\_\_

PASSED and ADOPTED this \_\_th day of March, 2023.

[Sent from AOL on Android](#)

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure. Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.



# Suwannee County Fire Rescue

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

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Eddie Hand, Fire Chief

## Executive Summary

### Objective:

Discuss and approve Fire Rescue to discontinue Non-emergency Interfacility Transfers.

### Consideration:

The inter-facility section of Fire Rescue operations has continually put more and more burden on our Department. The increased mileage on our ambulance fleet is wearing them out at a rate that is not feasible to replace them. In addition to the wear and tear of our apparatus, it creates a major strain on our employees. We have un-necessary turn over and low employee morale due to this section of our operations.

### Recommendation:

Fire Rescue respectfully requests the Board of County Commissioners to approve discontinuing Non-Emergency Interfacility Transfers. Fire Rescue would continue to assist when needed in an emergency transfer situation. Private ambulance companies would petition the BOCC at a later date for a Certificate of Public Convenience and Necessity (COPCN) to conduct Interfacility transfers within Suwannee County.

### Budget Impact:

The budget impact is estimated to be minimal. We will be able to cover our projected ambulance collections and with the reduction of fuel usage and lower maintenance costs, we will be able to remain within our budget.

Respectfully submitted:

  
Eddie Hand  
Fire Chief

Dated: April 4, 2023

# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_

# **PUBLIC CONCERNS AND COMMENTS**





# ADMINISTRATOR'S COMMENTS AND INFORMATION



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

