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

TENTATIVE AGENDA FOR JULY 5, 2022, 5:00 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 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 (386) 364-3400.

APPROVAL OF MINUTES:

1. June 15, 2022 – Workshop
   June 21, 2022 – Regular Board Meeting
   June 22, 2022 – Citizen's Advisory Task Force Meeting
   June 22, 2022 – CDBG-HUD Grant Hearing
   June 22, 2022 – Fair Housing Requirements

CONSENT:

2. Approval of payment of processed invoices.

3. Approval of Access Easement Agreement from County to Binderholz Live Oak, LLC.

4. Approval of SHIP Affordable Housing Incentive Strategies Report.

5. Approval of amendments to Local Housing Assistance Plan and adoption of enabling Resolution.

6. Approval to hold August 16, 2022, regularly scheduled Board meeting at Live Oak City Hall 101 White Avenue S. E. Live Oak, Fl. 32064. The meeting will begin at 5:00 p.m.

7. Approval of appointments to Value Adjustment Board; two (2) County Commissioners as regular members, one (1) County Commissioner as alternate, one (1) citizen as regular member, and one (1) citizen as alternate.

8. Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park wastewater collection and transmission system line extension. Budget impact: paid from Board's professional services line.

9. Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park potable water distribution system line extension. Budget impact: paid from Board's professional services line.

10. Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with 68th Terrace wastewater lift station & collection/transmission system line. Budget impact: paid from Board's professional services line.

11. Approval of Law Enforcement Salary Assistance grant. Budget impact: $604,000 to be paid by the State of Florida, and adoption of Resolution authorizing Chairman's signature.

12. Authorize County Administrator to submit an order to Beard Equipment for one (1) LeeBoy RB-50 broom/sweeper in the amount of $70,093.20 for Road Department. Budget impact: The budgeted amount is $62,000, and the balance of $8,093.20 will be drawn from Public Works funds.

13. Authorize County Administrator to submit order to Ring Power for one (1) CAT 950 GC Wheel Loader utilizing Florida Sheriff's Association Contract Bid #FSA20-EQU18.0, Item # 180 in the amount for Road Department. Budget impact: annual lease payments in the amount of $35,082.02.

14. Authorization to adopt the finance to own option for current CAT D5 Bulldozer for Road Department. Budget impact: $24,000 annually.

15. Authorization to advertise a Request for Qualifications from firms which provide construction plan reviews and inspection services.

16. Award bid to Plumb Level Construction, LLC for terminal renovations at Suwannee County Airport, pending County Attorney approval, allow staff to negotiate for potential value engineering to reduce cost as needed, and allow staff to sign all related documents. Budget impact: funded by FDOT.

CONSTITUTIONAL OFFICER'S ITEMS:

17. Set the proposed (not to exceed) millage rate for the 2022-2023 Fiscal Year. (Barry A. Baker, Clerk of Court)

18. Set date, time, and location for Tentative and Final Budget Hearings. (Barry A. Baker, Clerk of Court)

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

19. Discuss, with possible Board action, Final Plat approval of Duke's Place subdivision. (Ronald Meeks, Planning & Zoning Director)

20. Discuss, with possible Board action, an option to purchase property adjoining Catalyst Site. (County Attorney Jimmy Prevatt)

21. Discuss, with possible Board action, a proposal from Liberty Partners Consulting. (Randy Harris, County Administrator)

22. Discuss, with possible Board action, mowing, and litter pick-up. (Randy Harris, County Administrator)

23. **Additional Agenda Items**. The Chairman calls for additional items.

24. 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.)

25. Administrator's comments and information.

26. Board Members Inquiries, Requests, and Comments.

June 15, 2022
Workshop
Judicial Annex
Live Oak, Florida

9:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a workshop and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Keith Gentry, Clerk Finance Director; Eric Musgrove and Logan Woods, Deputy Clerks; and Randy Harris, County Administrator, were also present. James W. Prevatt, Jr., County Attorney, was not present.

Chairman White called the meeting to order at 9:04 a.m. and asked Commissioner Fleming to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

The first item on the agenda was to hear a presentation by Jennifer Green of Liberty Partners.

Chairman White introduced Ms. Green and stated that she would discuss grant writing.

Ms. Green, 113 East College Avenue, Tallahassee, noted the company's various city and county partners as well as its focus since it was established fifteen years before. She discussed opportunities for Suwannee County through a variety of State and Federal grants and how Liberty Partners could help.

Mr. Tim Parson of Liberty Partners, 1211 South 2nd Street, DeFuniak Springs, reviewed the company's grant management work for other counties as well as how it could help Suwannee County.

Commissioner Land thanked Liberty Partners for coming to the meeting, and then asked the structure of their contracts. Ms. Green replied that her company could accommodate the County's needs, whether it was a basic monthly retainer for research, a 1% project fee to write the grant, or a 5% project fee to write the grant and then follow up with compliance of the grant. She added that the company had never received payment by an hourly rate, and instead suggested a three-, six-, or twelve-month short-term contract for writing and management before the County fully committed.

Commissioner Land asked for clarification on fees. Ms. Green replied that her company worked with its partners and had a maximum fee amount per year, even if more grants were written or received.

Further discussion ensued on administrative fees for grants and that Liberty Partners' headquarters was in Tallahassee. A second office was also being established in DeFuniak Springs.

After questioning by Chairman White, Ms. Green discussed how Liberty Partners managed grant projects and worked with County staff to provide the necessary information to close out the grant. She added that her company would probably work most with the Finance Department but would also reach out to other departments as needed.

Commissioner Land discussed the County's hiring of Mike Grissom as a lobbyist for the County in Tallahassee and asked how Liberty Partners would work with him. Ms. Green replied that as her company was also a lobbying firm, they were familiar with working with others to find out about grants and that Mr. Grissom would complement Liberty Partners' duties.

Commissioner Hale asked if Liberty Partners also worked on small grants. Ms. Green replied that her company did not care about the size of the grant, and they would work with the County to determine what was best for the County's future plans.

The second item on the agenda was to discuss solid waste options.

Mr. John Locklear, Locklear and Associates, Gainesville, discussed the County's drastic increase in solid waste transfer costs. He stated that six months before, he had come before the Board to discuss options and had determined then that there was not sufficient volume to justify reopening a landfill. Mr. Locklear noted that additional calculations had been performed and he then discussed his company's development of a plan for a proposed landfill in case the Board was still interested. The proposed landfill would be 11 acres, which was large enough to handle Suwannee County's solid waste for the next twenty years and would cost approximately $6 million to construct. Mr. Locklear then discussed the continued operating, monitoring, and closing costs for the proposed landfill if constructed. He reiterated that based upon the County's volume, it would still not be cost-effective for the County to construct a new landfill,

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which would require a volume of at least 500 tons per day (compared to the current volume of no more than 160 tons per day), with 800 to 1,000 tons providing better cost-effectiveness.

Some discussion ensued on landfill operations, leachate disposal, and having other counties use the proposed landfill to make it economically feasible. It was noted that there were not enough counties within driving distance to make a regional landfill feasible at this time.

After questioning, Mr. Locklear stated that according to his professional opinion, he recommended not building a landfill and instead continue annual discussions about becoming a partner with one of the current regional landfills or working with other counties to possibly establish another regional landfill sometime in the future.

Commissioner Hale asked about the life expectancy of the Aucilla Regional Landfill. Mr. Locklear replied that it had been built for its current members to provide another 70 years of disposal.

County Administrator Harris discussed the County's current solid waste disposal contract as well as a proposal to haul the waste with County trucks to several regional landfills (Chesser Island, Aucilla, and New River). He noted that the overall costs were very similar.

Commissioner Land asked about an escalator clause for drastic increases in fuel costs, as had been happening over the last two years. County Administrator Harris replied that the current contract with Waste Management allowed them to increase the County's fees due to the increase of fuel costs.

County Administrator Harris next discussed solid waste residential collection.

Mr. Tommy Hardee, 209 Howard Street, owner of Pop's Sanitation Services, LLC, stated that his base proposal was $201.24 per household per year for curbside collection countywide, and suggested individual customization for residents instead that would lower the overall cost. He also noted that if Pop's also ran the County's transfer station, the cost would be $219.12 per household per year.

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Discussion ensued on the possibility of providing all services countywide or providing basic household garbage pickup with larger amounts of refuse being paid for by the individual.

After questioning by Commissioner Fleming, Mr. Hardee replied that his company had been performing residential collection in Suwannee County for approximately six months. He then discussed some prices for customized pickup.

Commissioner Land asked for clarification about the bid. Mr. Hardee replied that the quote was for collection and disposal.

It was noted that the current solid waste assessment was at $225 per household.

Commissioner Stapleton left the meeting at 10:24 a.m.

County Administrator Harris pointed out that for the higher proposal, Pop's would take over the County's transfer station and all its employees.

Commissioner Stapleton returned to the meeting at 10:26 p.m.

Mrs. Dayna Miller, 401 Northwest Waldo Street, Lake City, representing Waste Pro, noted that her company had submitted a quote of $298.08 annually for once-per-week collection and disposal at the County's transfer station. She added that bulk and yard waste pickup would be negotiated on a per-call basis and that Waste Pro had been providing service to smaller counties for twenty years. Mrs. Miller stated that Waste Pro had not provided different options but was willing to work with the County to determine other solutions if necessary, now that she had a better idea of what the County wanted.

County Administrator Harris discussed the current and possible future budget for solid waste collection and disposal and hoped that the information provided would help the Board with their decision. He noted that the County's transfer station collection volume (and therefore costs) was down, probably as a result of the necessary increase in tipping fees the prior year. County Administrator Harris hoped

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that the volume would also be lowered because of the newly-instituted policy of collection site decals for residents, which should stop individuals outside of Suwannee County from illegally using the sites.

Some discussion ensued on budget shortfalls, transfers, and continuing to budget collection at $2 million even though the overall volume had decreased over the last year.

County Administrator Harris added that historically, some residents of the City of Live Oak had used the collection sites even though they didn't pay for it. He clarified that anybody could come to the landfill transfer station and pay for their waste at that time, since it was weighed. City of Live Oak residents could also pay the County's solid waste assessment of $225 to use the collection sites.

Chairman White noted that the Board needed to look at a per-year increase for solid waste assessments to account for inflation, so they were not caught in the same situation as the previous year when there had been a drastic but necessary increase in the assessment after many years of stagnation.

The Board agreed to look into gradually increasing the solid waste assessments based upon the Consumer Price Index (CPI) or some other marker so that there was not a drastic increase over one year.

Mr. Greg Huntington, 6501 Greenland Road, Jacksonville, representing Waste Management, stated that the County's contract for solid waste disposal was a five-year contract and was based upon actual costs. He discussed the contract rates and details.

Brief discussion ensued on the current disposal contract.

The third item on the agenda was to discuss increasing economic development and job creation.

Chairman White asked for ideas for economic development and job creation.

County Administrator Harris suggested an expansion of the water treatment plant at the Catalyst Site and constructing a sewer facility there. He suggested the possibility of widening 169th Street and US 90 if the volume around the Catalyst Site required it as well as eventual widening of CR 137 at Interstate I-10 and CR 136 at I-75. County Administrator Harris noted that there were continued discussions about

the Department of Transportation's new rest areas along I-10 near Wellborn using the County's new water and wastewater treatment plant at the CR 137/I-10 interchange, but that would require additional funding to provide sufficient capacity. The City of Live Oak had also discussed expanding their utility services that would benefit both the City and County. County Administrator Harris spoke about various projects to add to the County's Capital Improvement Plan and discussed additional stormwater retention at the Catalyst Site, which was fully encumbered at this point.

Chairman White asked if the proposed changes to Water Management's retention requirements would free up some of the encumbered stormwater retention space. County Administrator Harris replied that he did not believe that it would change the amount at the Catalyst site.

The Board discussed additional stormwater retention at the Catalyst Site.

Mr. Jimmy Norris, Economic Development Director, noted that a wastewater treatment plant was the main holdup at the Catalyst site, as several projects were pending until one was constructed. Mr. Norris also discussed further expansion of the rail spur, the heavy traffic on 169th Street, and necessity of establishing turn lanes on 175th Street and US 90.

Chairman White suggested harvesting the timber on the Catalyst site property recently purchased from the Development Authority so that the land was closer to being ready for new businesses.

County Administrator Harris discussed plans for extending the four-lane portion of US 90 past the Catalyst Site, and that money had not been available previously for it although plans had been drawn up. He also discussed development near the Busy Bee area and needed infrastructure for incoming projects.

Mr. Norris discussed 68th Terrace and issues that had recently been fixed that had encouraged a certain project to agree to locate to the area.

Director Norris further discussed economic development and projects looking at the area once utilities were available, as well as how road construction would impact businesses coming into the County.

Commissioner Hale suggested looking into further properties that could be used for economic development since the Catalyst Site was seeing an increase in businesses and would fill up eventually.

Mr. Norris agreed that the County needed to look for additional large tracts of land for economic development, because once a large property was subdivided, it was usually not cost-effective for the County to purchase it. He also discussed the amount of time spent on encouraging businesses to locate to Suwannee County and thanked the Board for their work.

The fourth item on the agenda was to discuss limiting the number of customers in parks.

County Administrator Harris stated that many County parks were being visited by large amounts of people and there had been an increase in disorderly conduct related to it.

Mr. Greg Scott, Parks and Recreation Director/Airport Manager, stated that historically, locals respected the County's park rules, but out-of-town visitors could become rowdy. He stated that a multi-agency meeting had been held the previous day to discuss the problems at the parks.

Commissioner Fleming left the meeting at 11:20 a.m.

Mr. Scott discussed issues with alcohol and soiled diapers that were a constant problem at the parks, adding that the Sheriff's Office was helping to coordinate with enforcement of County policies. He also suggested the possibility of a fee to enter parks, with lower prices for County residents since they already paid for park maintenance in their taxes.

Commissioner Fleming returned to the meeting at 11:22 a.m.

Commissioner Land suggested fixing the issue of passenger vehicles using boat trailer parking. He added that there was currently no means of enforcement and suggested passing an ordinance that would give the Sheriff's Office authority to ticket people. Mr. Scott replied that there had been discussions with law enforcement about the issue, but there was a concern due to more recent national law enforcement issues that they have everything in writing.

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Discussion ensued on law enforcement at County parks, the possibility of placing attendants at each park, and of charging a fee to use the parks.

County Administrator Harris briefly returned to the solid waste discussion, noting that the proposal for the New River landfill included a pseudo-CPI calculator.

The fifth item on the agenda was to discuss minimum wage (salary compression).

County Administrator Harris discussed salary compression due to minimum wage increases of $1 per year until it reached $15 per hour in Fiscal Year 2026-2027. Information was provided that showed an increase in salaries and projected increases in ad valorem taxes. County Administrator Harris then submitted questions and proposals for uniform pay increases for employees or limited mitigation that would only affect the lowest-paid employees. The Board would need to make a decision about when to instigate compression mitigation, the pay levels to be affected, and adjustment options.

Commissioner Land hoped to have salary increases before Fiscal Year 2026-2027 so that it was not a drastic increase in that year.

Mr. Scott stated that compression had been an issue for years and should have been addressed some time ago. He added that it frustrated his employees, especially ones that had been working for years but only making as much as, or only slightly more than, new hires. Mr. Scott added that employees were the most important assets of the County and needed to be adequately compensated.

County Administrator Harris agreed with Mr. Scott's comments and noted that there had been several years in the early 2000s without employees receiving a raise. He added that the drastic increase in prices for goods, fuel, and other items had made it especially hard on employees.

Chairman White, as a private business owner, agreed with the problem of inflation.

Mr. Ricky Gamble, Property Appraiser, asked if the salary numbers mentioned by County Administrator Harris included Constitutional Officers or just County employees. County Administrator

Harris replied that he had included Constitutional Officers in the salary amounts, except for a recently approved decision by the Florida Legislature to increase pay for law enforcement.

Some discussion ensued on Constitutional Office policies related to salary increases and the trickle-down effects of the minimum wage increase.

Mrs. Betty Lawrence, Director of Libraries, echoed Mr. Scott's comments about compression and that she had employees with responsibility and years of service being paid slightly more than new hires.

Chief Eddie Hand, Public Safety Director, agreed with previous comments about salary compression and suggested an across-the-board increase to employees to reward them for their loyalty.

Commissioner Fleming suggested that the Board take care of its employees.

Chairman White asked if County Administrator Harris had contacted other counties to see how they were addressing the issue of salary compression. County Administrator Harris replied that he had not, but other counties had called him to find out what Suwannee County was doing.

County Administrator Harris stated that there was a time when pay raises were not built into the budget during budget workshops, and raises were based upon what was left in the budget. In recent years, an increase had been built into budgets, which had helped immensely during the budget process.

Commissioner Stapleton suggested addressing the issue sooner rather than later, even if it meant cutting money elsewhere. He added that starting salaries were also too low to attract many good people.

Chairman White commented that salary compression and the rising minimum wage was difficult to handle, whether it was with the County or with private companies.

Some discussion ensued on handling salary compression and starting salaries.

Commissioner Land suggested that the Board look at working on the issue this year, helping the target group of lowest-paid employees, and then looking at uniform salary increases to help with compression issues next year.

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Discussion ensued on proposed expenses for uniform salary increases versus targeted increases.

The Board asked County Administrator Harris to bring to the next regular meeting the number of employees making $20 per hour or less, the prices for uniform salary increases, and a tiered increase.

Mr. Moses Clepper, 14581 102nd Path, Live Oak, commented on grant writing and management, expressed concerns with the fire station on North US 129, discussed the broadband grant lost by the County, and agreed that building a landfill was not feasible.

Mr. Wayne Hannaka, 11883 93rd Road, Live Oak, stated that much had been accomplished but wished that the paperwork often referenced in the meeting had been presented to the public.

Mr. Doug Libby, 19432 161st Court, O'Brien, thanked the Board for discussing park law enforcement and hoped the County would pass rules to allow law enforcement to do their jobs there.

Commissioner Land suggested providing handouts to the public, perhaps via TVs in the room.

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

There being no further business to discuss, the meeting adjourned at 12:24 p.m.

ATTEST:

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

_____
FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

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June 21, 2022
Regular Board Meeting
Judicial Annex
Live Oak, Florida

5:00 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 Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Barry Baker, Clerk of Court; Keith Gentry, Clerk Finance Director; Logan Woods, Deputy Clerk; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:02 p.m. and asked Commissioner Stapleton to lead the invocation and 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 June 7, 2022 Regular meeting and June 9, 2022 Special meeting.

Commissioner Fleming moved to approve the minutes of the June 7, 2022 Regular meeting and June 9, 2022 Special meeting. Commissioner Hale seconded, and the motion carried unanimously.

CONSENT:

The second item on the agenda was to approve payment of $2,730,425.82 in processed invoices.

The third item on the agenda was approval of a security system upgrade with Security Safe Company in the amount of $10,311. Non-budgeted item.

The fourth item on the agenda was approval of an amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation, and adoption of an enabling resolution. **(Agreement No. 2022-75-01 and Resolution No. 2022-40)**

The fifth item on the agenda was approval of a lease agreement with Ring Investments, LLC for mower and tree trim tractors, pending County Attorney review. **(See Agreement No. 2021-83)**

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The sixth item on the agenda was authorization to purchase a Grasshopper Model 337 zero-turn mower from Fueled Outdoors, LLC utilizing FL State Contract ID No. 25101900-21-STC in the amount of $13,190.10 for the Landfill. Budgeted item.

The seventh item on the agenda was authorization to advertise for bids for timber harvesting and grubbing of the west portion of the Catalyst Site.

The eighth item on the agenda was authorization to allow the City of Live Oak to relocate a drainage well into a portion of a County-owned stormwater pond by Church Street and Suwannee Avenue.

The ninth item on the agenda was award of an RFQ and authorization for the Chairman to execute an agreement with North Florida Professional Services, Inc. for design and permitting services associated with the widening and resurfacing of 76th Street, pending FDOT approval. **(Agreement No. 2022-84)**

The tenth item on the agenda was reappointment of Robert Ford to serve another 4-year term on the Live Oak-Suwannee County Recreation Board.

Commissioner Land moved to approve consent items 2-10. Commissioner Stapleton seconded, and the motion carried unanimously.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

There were none.

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June 21, 2022
Regular Board Meeting
Judicial Annex
Live Oak, Florida

GENERAL BUSINESS:

The eleventh item on the agenda was to discuss, with possible Board action, permitting Property Assessed Clean Energy (PACE) Program within the limits of the County.

County Attorney Prevatt introduced Ryan Bartkus, PACE Program Director, and noted that the last PACE program was approved in 2015.

Ryan Bartkus, 1137 Duncan Drive, Winter Springs, PACE District Administrator of the Florida Development Finance Corporation, noted that his district was one of four energy districts in Florida and that as a C-PACE (Commercial-Property Assessed Clean Energy) only program, only commercial entities could utilize the company. Mr. Bartkus then discussed the PACE program in great detail, how it related to local government and the process of working with the County, types of projects, and the various other aspects of the program. Mr. Bartkus also explained the resolution and agreement that needed to be approved and what would be covered under each.

Much discussion ensued on the PACE program and additional assessments for those who chose to work with the program for eligible improvements, as well as the work that would be done with the Tax Collector's office to develop revised tax bills, what was considered typical eligible improvements and properties, financial benefits of the program, and how it supported energy sustainability and local production within the County.

Mr. Bartkus noted that PACE did not foreclose on property owners, but instead worked with new property owners to resolve outstanding liens. He also further discussed the benefits to property owners and local government since improved properties would raise overall property values.

Keirstin Beck, 4750 Greenwood Village, Colorado, Integro Consultant, discussed her work with the PACE program and how it was used as an economic development tool. She also commented on the project to be completed in Suwannee County and how the PACE program would allow that project to go forward.

Ms. Beck further detailed how PACE worked at the development level of projects and how it enabled facilities to be constructed, reiterating how certain projects did not have the capacity to locate in Suwannee County without the assistance of PACE.

Much discussed ensued on the benefits of the program.

County Attorney Prevatt discussed the initial program adopted in 2015 and that what was being asked for approval tonight was for the County to adopt an additional district to be included in this financing group (one of four in the state), since this group also wanted to take in districts in the area. He added it was a way for citizens to have additional opportunity to apply for financing under the program. County Attorney Prevatt commented on the resolution and limited purpose agreement to be adopted.

Discussion ensued on the PACE program and that it was a different district than the previous one.

Commissioner Fleming moved to approve a resolution related to permitting of the Property Assessed Clean Energy (PACE) Program within the limits of the County. After brief questioning, Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2022-41)

Commissioner Hale moved to approve the limited purpose agreement related to permitting of the Property Assessed Clean Energy (PACE) Program within the limits of the County. Commissioner Land seconded, and the motion carried unanimously. (Agreement No. 2022-85)

The twelfth item on the agenda was to discuss, with possible Board action, offers on surplus property located on State Road 51, Parcel ID No. 13-04S-11E-11983-011000 (15.94 acres) and No. 24-04S-11E-12030-009000 (6.3 acres).

County Administrator Harris discussed offers received from the same bidder on each parcel for a total of $112,000 for both, which was below the minimum sale price established by the Board of $157,000.

Commissioner Land discussed the offer and appraisals and suggested acceptance of the offer for both parcels.

Discussion ensued on the appraisal price per acre of the property.

Commissioner Land asked for clarification on the zoning and environmental restrictions comment made by the bidder. County Administrator Harris replied he was unsure to what the buyer was referring, but the bidder would have 21 days to inspect the property before the sale was final.

Discussed ensued on whether this was the first time the property had been bid out, as well as the appraised value of $152,000 for the entirety of the property and bid received of $112,000.

Commissioner Fleming asked the time frame in which to sell the property. County Administrator Harris replied there was not a time frame in which it had to be sold.

Discussion ensued on whether to delay acceptance of the offer until they had investigated the suggested flooding issue on the property.

Chairman White recommended acceptance of the offer now, since the bidder would have time to inspect the property.

Discussion ensued on previous offers for the property in prior bids and whether to accept the current offer.

Commissioner Land moved to accept the offer on surplus property located on State Road 51, Parcel ID No. 13-04S-11E-11983-011000 (15.94 acres) and No. 24-04S-11E-12030-009000 (6.3 acres) of $112,000. Commissioner Stapleton seconded, and the motion carried unanimously.

The thirteenth item on the agenda was to discuss, with possible Board action, determination of rates for Fire Protection and Solid Waste Assessment Programs for Fiscal Year 2022-2023.

After discussing the rates and evaluation of preliminary budgets, County Administrator Harris recommended leaving the Fire and Solid Waste assessments at the same rates as the current year ($120 per household for Fire and $225 per household for Solid Waste).

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Commissioner Land discussed the previous year's assessment increases and detailed for the public the reasoning for the newly established solid waste decal requirement to use collection sites.

Discussion ensued on the solid waste decals and how it had already reduced the amount of trash at collection sites, which would reduce the overall tonnage citizens had to pay for to dispose.

County Administrator Harris commented on citizens who had not yet received a decal and who they should contact to get the matter resolved. He also mentioned that the increased tipping fee rate had likewise lowered the volume of solid waste.

The Board agreed by consensus to set at a later date the Fire Protection Assessment at $120 per household and Solid Waste Assessment at $225 per household.

The fourteenth item on the agenda was to discuss the possibility of the City of Live Oak sharing the cost of an additional employee who would work on grants.

County Administrator Harris discussed a meeting with the City of Live Oak regarding utilities, grants, and sharing the cost of an employee to work on managing grants. He also discussed utilization of a third-party company to look for and manage grants, and the benefit of hiring a company to do so.

Discussion ensued on the work County Administration did to complete grant-related work and the benefit of having an employee dedicated to grants, as well as the different grants to which the County had applied for infrastructure and a wastewater plant.

County Administrator Harris reiterated the need for an additional employee to work solely on grants and how that employee would assist the City. However, the City was currently not sure whether they had the funding to provide for an employee; he was just asking whether the Board wished to continue conversations with the City regarding the employee.

Commissioner Fleming discussed the unfavorable relationship the County had with the City in the past and how joint efforts typically were not realized on the City's part. Although he would like to see the

City work with the County, he felt that previous issues would still occur; however, he was willing to try again to work with the City on a joint venture.

Commissioner Stapleton felt there was a change within the City administration and that a shared employee cost was a good opportunity to work with the new leadership. He wished to move forward with discussions regarding the employee.

Commissioner Land also spoke on Commissioner Fleming's experience in the past with the City and that although he would like to work with them, he would rather work on something other than a full-time employee, such as working with the City to find a firm that would work on grants. He did not think it was a good idea to add an additional staff member without grant funding available to pay for the position and felt it was better to work with private firms that would be paid through grants awarded to the County.

Discussion ensued on grants and using a private firm to increase the County's chances to find and receive grants.

County Administrator Harris agreed that working with a firm was needed; however, the employee would work on the grants that the County was already in the process of trying to obtain or had already received. He detailed the difference between the day-to-day work of managing grants and the work that a third-party administrator would complete, as third-party administrators worked in tandem with County staff to manage grants. As far as the actual management of grants, County Administrator Harris did not think private firms completed that task and the County needed an employee to do so.

Discussion ensued on additional staff and whether there was funding in both the City and County budgets to hire an employee.

Commissioner Land recommended waiting until budget workshops to see if funding was even available for the position.

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Discussion ensued on how co-efforts between cities and counties increased chances of receiving certain grants and that the decision tonight was simply over whether to continue discussions with the City regarding the employee.

Chairman White agreed with waiting until budget workshops to decide whether to proceed with the position.

The Board took no action at this time and would revisit the position during budget workshops.

County Administrator Harris briefly discussed third-party firms to work on grants.

The fifteenth item on the agenda was to discuss the Capital Improvement Plan.

County Administrator Harris presented a partial list of the various projects to be included as part of the Capital Improvement Plan and discussed the plan's inclusion in the County's Comprehensive Plan. He asked the Commissioners to forward to his office additional items they wanted to add to the list.

Much discussion ensued on the projects already included in the Capital Improvement Plan.

County Administrator Harris also discussed how priorities changed over time and the infrastructure needed in certain areas.

Commissioner White requested that a bypass road be added to the plan.

Discussion ensued on a bypass road for downtown Live Oak.

Commissioner Land suggested adding a new jail, Tax Collector, and Property Appraiser building.

The sixteenth item on the agenda was Additional Agenda Items.

There were three additional agenda items:

The first additional agenda item was approval of members to the Citizens Advisory Task Force for the FY 2023 CDBG project cycle.

Commissioner Fleming moved to approve members to the Citizens Advisory Task Force for the FY 2023 CDBG project cycle. Commissioner Stapleton seconded, and the motion carried unanimously.

The second additional agenda item was approval of Change Order No. 3 with Music Construction, Inc. in the amount of $38,798 for work associated with the CR 136/I-75 Wastewater Treatment Plant. Budget impact: funded with grant proceeds.

County Administrator Harris stated the change order was a modification for another pump needed for the sewage part of the system and that it would ultimately save some money.

Commissioner Stapleton moved to approve Change Order No. 3 with Music Construction, Inc. in the amount of $38,798 for work associated with the CR 136/I-75 Wastewater Treatment Plant. Budget impact: funded with grant proceeds. Commissioner Land seconded, and the motion carried unanimously. (Agreement No. 2020-47-03)

The third additional agenda item was approval of Amendment No. 3 to DEP Grant No. LP61040 to extend the completion date of the project and close out processing for the CR 136/I-75 Wastewater Treatment Plant. Budget impact: none.

County Administrator Harris stated the amendment was simply a time extension.

Commissioner Hale moved to approve Amendment No. 3 to DEP Grant No. LP61040 to extend the completion date of the project and close out processing for the CR 136/I-75 Wastewater Treatment Plant. Budget impact: none. Commissioner Land seconded, and the motion carried unanimously. (Agreement No. 2018-13-03)

The seventeenth item on the agenda was public concerns and comments.

Vince Smith, 9194 132nd Terrace, discussed various concerns he had with reactive planning, various issues facing the economy, upcoming inflation prices, public safety, future planning, the recent adjustments to law enforcement salaries, and other concerns of national trends affecting the County.

Moses Clepper, 14581 102nd Path, reiterated Mr. Smith's comments and discussed the lower crime rate of Suwannee County. He also commented on the salary increase for law enforcement and questioned the percentage of funding received by a grant writer from a third-party firm.

Much discussion ensued on benefits of hiring a firm versus a County employee to work on grants.

Mr. Clepper further commented on hiring an employee for grants, the solid waste decals, and the capital improvement plan.

County Administrator Harris noted how large road improvements involving FDOT were dealt with in the capital improvement plan and funding related to road projects.

Mr. Clepper discussed camouflaged cell towers, the landfill, and working with the City of Live Oak.

Greg Scott, Parks and Recreation Director/Airport Manager, thanked the Sheriff and his deputies for their work at the springs and the difference it had made in those areas.

Commissioner Stapleton left the meeting at 6:37 p.m.

Jimmy Norris, Economic Development Director, discussed a project in the works and thanked the County for their effort to build better infrastructure that was needed for future development. He also discussed a meeting with a company earlier in the day.

Commissioner Stapleton returned to the meeting at 6:38 p.m.

Mr. Norris discussed the participation of many County employees and departments and everyone's effort to meet with the company. He thanked everyone for their work.

Chairman White thanked Mr. Norris for all his work bringing development to the County.

Don Wainwright, 7173 61st Terrace, commended the Board and Mr. Norris for all their effort and future development in Suwannee County. He reiterated needed infrastructure and housing for incoming businesses and thanked the Board for the letter they sent to Suwannee River Water Management. Mr.

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Wainwright discussed the permitting problem in the County and lack of staff to keep up with the number of permits coming in; he recommended hiring a firm to keep up with the overflow of engineering permits.

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

County Administrator Harris reminded the Board of the CDBG meeting the following morning at 9:30 a.m. and commented on the previous issues the County had with the City of Live Oak. He noted that the new City administration seemed to have a desire to move forward on working with the County on various projects and was encouraged by their efforts.

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

Commissioner Fleming reiterated past issues with the City and commended the Board for their work and effort in various areas. He also thanked County staff for their hard work, commented on the new fire station, and noted the need for a fire station on the north side of the County.

Commissioner Stapleton commended Commissioner Fleming for his dedication to the County. He then detailed a public record request he had received regarding past Board decisions involving "Skinner's Driveway Project" and wished to address his side of the story for political reasons.

Much discussion ensued on Commissioner Stapleton's clarification of the inquiry that he was related to the owner of the Skinner's business and other issues.

Commissioner Stapleton stated for the record that Mr. Skinner had never asked for special favors due to him being a commissioner. He then further discussed the road work done in that area, previous actions taken by the Board while he was chairman, and what he felt were political attacks that he was experiencing from his opponent and certain members of the public.

Chairman White stated he did not want the Board meeting to turn into a political debate.

Commissioner Land shared how being a commissioner allowed him to contact State representatives who helped a family in the process of adopting their biological granddaughter.

Commissioner Hale also commended Commissioner Fleming for his time on the Board and thanked everyone involved with the meeting Mr. Norris had mentioned. He noted various recent deaths in the County and thanked the Sheriff for deputies' work at the springs.

Chairman White also thanked the Sheriff, County staff, and the other Commissioners, and added another family that was dealing with loss.

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 7:23 p.m.

ATTEST:

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

_____
FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

DRAFT

June 22, 2022
CDBG-HUD Grant Hearing
Judicial Annex
Live Oak, Florida

9:00 a.m.

On the above date and time, a meeting was held by the Citizen's Advisory Task Force (CATF) to discuss a 2022 Community Development Block Grant-HUD application. Present were members John Koch, Jimmy Cherry, Andrew Chapman, Michelle Jones, and Shannon Roberts. Eric Musgrove and Logan Woods, Deputy Clerks; and David Fox, Fred Fox Enterprises, were also present.

The meeting was called to order at 9:03 a.m.

Mr. David Fox, Fred Fox Enterprises, introduced himself and discussed the purpose of the meeting.

The first item on the agenda was roll call.

All CATF members were present.

The second item on the agenda was to discuss and complete CATF Low to Moderate Household Income Forms.

The forms were completed by the members and turned into Mr. Fox.

The third item on the agenda was a presentation on the Small cities CDBG Program and Program Categories.

David Fox discussed the CDBG Program, noting that the County could apply for up to $750,000 in one of three categories: Housing Rehabilitation; Commercial Revitalization; and Neighborhood Revitalization. In addition, the County could also apply for an Economic Development category for up to $1,500,000, even if applying for one of the other grants. Mr. Fox then discussed the income limits for the program, additional points available for increased County participation, and the application process.

The fourth item on the agenda was open discussion on community needs and possible projects.

There were none.

The fifth item on the agenda was public comments.

There were none.

June 22, 2022
CDBG-HUD Grant Hearing
Judicial Annex
Live Oak, Florida

The sixth item on the agenda was staff presentation on Recommended Projects.

Mr. Roberts stated that the County did not have enough commercial or neighborhood revitalization areas to fit the grant requirements. He suggested housing rehabilitation projects instead, as had been done in previous years.

Mr. Koch suggested applying for housing rehabilitation projects or even the possibility of low- to moderate-income housing for expanded economic development.

Mr. Fox clarified that the grant was geared toward existing homes, not building new ones.

Some discussion ensued on the benefits of housing rehabilitation and process of advertising for potential applicants. It was also noted that the County Commission could expand the program to include mobile homes, which would allow more people to apply.

The seventh item on the agenda was a recommendation to the County Commission and vote on possible CDBG project(s).

Mr. Koch moved to recommend that the County Commission apply for housing rehabilitation through the CDBG program. Mr. Cherry seconded, and the motion carried unanimously.

Mr. Koch moved to adjourn the meeting. Mr. Chapman seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 9:23 a.m.

ATTEST:

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

_____
FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

June 22, 2022
CDBG-HUD Grant Hearing
Judicial Annex
Live Oak, Florida

9:30 a.m.

On the above date and time, a meeting was held to hold the first public hearing related to a 2022 Community Development Block Grant-HUD application. Present were Chairman Franklin White; Commissioner Clyde Fleming; and Commissioner Travis Land. Commissioner Len Stapleton was not initially present but arrived later. Commissioner Don Hale was not present. Barry A. Baker, Clerk of Court; Eric Musgrove and Logan Woods, Deputy Clerks; Randy Harris, County Administrator; James W. Prevatt, Jr., County Attorney; Shannon Roberts, County Content Specialist; and David Fox, Fred Fox Enterprises, were also present.

Chairman White called the meeting to order at 9:37 a.m. and asked Commissioner Fleming to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

The first item on the agenda was at 9:30 a.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider applying for Small Cities Community Development Block Grant assistance in the amount of $750,000. Budget impact: none.

Chairman White opened the public hearing.

Mr. David Fox, Fred Fox Enterprises, provided handouts to the Board and then discussed the CDBG Program, noting that the County could apply for up to $750,000 in one of three categories.

County Administrator Harris asked the length of the grants. Mr. Fox replied that previous CDBG grants had been for thirty months, but extensions had been allowed that extended the program to forty-eight months or so.

Commissioner Stapleton arrived at 9:42 a.m.

Mr. Fox noted that the three categories for the CDBG were Housing Rehabilitation, Commercial Revitalization, and Neighborhood Revitalization. In addition, the County could also apply for an Economic Development category for up to $1,500,000, even if applying for one of the other grants.

Commissioner Fleming asked why the previous housing grant took so long. Mr. Fox replied that environmental reviews, advertising, readvertising, ranking by the Citizen's Advisory Task Force (CATF), bidding out of work, and completion of the work all took time. Mr. Fox suggested adding mobile homes to the CDBG's criteria, since several applicants had been turned down during the last grant cycle because mobile homes were not included.

Some discussion ensued on not being able to apply for projects within the city limits and what was involved in environmental studies.

Mr. Fox stated that the County must submit their CDBG application by July 21.

Further discussion ensued on the grant process and combining the CDBG grant with other grants.

Mr. Fox noted income limits for the program, additional points available for increased County participation, and the application process.

Chairman White opened the floor to public comments.

Mr. Maurice Perkins, 505 Lafayette Avenue, believed that the CDBG program was very helpful, and he had been able to bid on and be awarded work on several previous projects. He was hopeful that the County would allow mobile homes, as that would expand the number of applicants.

Commissioner Fleming asked why the County should put money into a mobile home when it was known that they were not built to last. Mr. Fox recommended replacement of mobile homes with site-built homes instead of repairing old mobile homes or replacing them with new mobile homes.

Mr. Perkins agreed that replacing dilapidated mobiles homes with site-built homes would be better and discussed several examples of such.

Mr. Shannon Roberts, 1231 Irvin Avenue SW, stated that he was the administrator of the previous grant along with Mr. Fox and noted that there had been many applicants who were turned down because they lived in mobile homes. He suggested adding mobile homes to the list, with stipulations.

Mr. Wayne Hannaka, 11883 93rd Road, stated that an old mobile home could be replaced with a new mobile home much quicker, and much cheaper, than a site-built home.

Mr. Fox stated that one of the qualifications of the grant was to have energy star ratings for the building, which meant that a customized mobile home was nearly as expensive as a site-built home.

Mr. Stefan Blue, 510 Taylor Avenue, asked how contractors were selected. Mr. Fox replied that the projects were advertised and bid out.

Mr. Blue disagreed with Mr. Hannaka and suggested site-built, preferably block, homes instead.

There being no further comments, Chairman White closed the floor to public comments.

Mr. Fox stated that the CATF had met immediately before the County Commission meeting, and they had recommended housing rehabilitation.

Discussion ensued on projects and the short time frame to complete the application process due to Federal government guidelines.

Commissioner Stapleton moved to apply for a CDBG housing rehabilitation grant. Commissioner Land seconded, and after brief discussion about including mobile homes, the motion carried unanimously (4-0).

The Board discussed replacing mobile homes with site-built block homes.

County Attorney Prevatt, as a citizen, asked if a mobile home would be replaced with a site-built home with the same square footage. Mr. Fox replied that the replacement would be based upon value and number of bedrooms determined by the number of people living on the property (based upon HUD requirements), not the original square footage.

June 22, 2022
CDBG-HUD Grant Hearing
Judicial Annex
Live Oak, Florida

Commissioner Fleming moved to add into the criteria to replace mobile homes with site-built block homes in the CDBG requirements. Commissioner Land seconded, and the motion carried unanimously (4-0).

Commissioner Land moved to adjourn. Commissioner Fleming seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 10:22 a.m.

ATTEST:

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

_____
FRANKLIN WHITE, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

June 22, 2022
Fair Housing Requirements
Judicial Annex
Live Oak, Florida

9:30 a.m.

On the above date and time, a meeting was held to hold a meeting related to Fair Housing requirements. Present were Chairman Franklin White; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Commissioner Don Hale was not present. Barry A. Baker, Clerk of Court; Eric Musgrove and Logan Woods, Deputy Clerks; Randy Harris, County Administrator; James W. Prevatt, Jr., County Attorney; Shannon Roberts, County Content Specialist; and David Fox, Fred Fox Enterprises, were also present.

Chairman White called the meeting to order at 10:22 a.m.

The first item on the agenda was a presentation by Fox Enterprises to elaborate and explain the implications of Federal Fair Housing requirements.

Mr. David Fox, Fred Fox Enterprises, discussed the Federal Fair Housing requirements.

Chairman White opened the floor to public comments. There were none.

Commissioner Stapleton moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously (4-0).

There being no further business to discuss, the meeting adjourned at 10:28 a.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.

July 5, 2022 Agenda

General - Agenda Item

Consideration of Access Easement from County to Binderholz Live Oak LLC from 46th Terrace across County Buffer Zone at Catalyst Site.

Discussion

This item is a follow through on discussions with Binderholz for the grant of an easement across a portion of the northern buffer zone owned by the County at the Catalyst site. The original Development Agreement with the previous owner granted the use of the buffer zone on a broader scale, including this same access point. However, with new ownership, the same access rights did not pass to Binderholz. This easement is only in the area presently utilized and simply cleans up what we had previously agreed to provide to the site. The easement was paved by the previous owner.

(See attached Access Easement Agreement and sketch of area.)

Recommendation

Approval of Access Easement Agreement from County to Binderholz Live Oak LLC

Prepared by and Return to
Lara M. Rios, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Easement Agreement") is made as of the ____ day of _____, 202__, by **SUWANNEE COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "Grantor") in favor of **BINDERHOLZ LIVE OAK LLC**, a Delaware limited liability company (the "Grantee").

RECITALS

WHEREAS, Grantee is the fee simple owner of that certain parcel of land more fully described in **Exhibit A** attached hereto and made a part hereof (the "Benefitted Property"); and

WHEREAS, Grantor is the owner of a public road known as 46th Trace and certain other real property located within Suwannee County, Florida including a parcel of land located adjacent to the Benefitted Property consisting of approximately fifty-five (55) acres around the outer perimeter of the Benefitted Property (the "Buffer Zone"); and

WHEREAS, Grantor desires to grant and convey, to the Grantee, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, along, over, or across, a portion of the Buffer Zone described in Exhibit B, attached hereto and by this reference incorporated herein as the "Easement Property" for the purpose of providing ingress, egress, and access from the public road (46th Trace) to the Benefitted Property; and

WHEREAS, Grantor desires to grant and convey, to the Grantee, a non-exclusive easement for ingress and egress to and over the Easement Property, and for doing anything necessary or useful or convenient for the enjoyment of the rights herein granted for the benefit of the Benefitted Property.

WHEREAS, Grantor represents and warrants that it has full power and authority to grant to Grantee the rights granted hereunder.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated herein for all purposes.

2. **Grant of Easement**. Grantor hereby grants to Grantee an unobstructed access easement with the right, privilege, and authority to Grantee, its respective successors and assigns, for ingress and egress to and over the Easement Property, and for doing anything

necessary or useful or convenient for the enjoyment of the rights herein granted ("Access Easement").

3. **Grantor's Reservations**. Grantor reserves the right to use all or any portion of the Easement Property for any purpose, including but not limited to the construction of improvements anywhere on Grantor's property in a manner that does not interfere with the use and enjoyment of the Access Easement by either Grantee or by third parties who have an easement or other use right over, under or through the Easement Property for the purpose of ingress and egress as described herein. In the event that Grantee or Grantor or their successors or assigns damages the existing improvements to the Access Easement, Grantor or Grantor's successors or assigns shall repair such damage at its own cost and shall return the improvements to a condition that is at least as good as the condition that existed prior to such damage.

4. **Liability**. Each party to this Easement Agreement agrees to be responsible for its acts of negligence, or its agents' acts of negligence, and agrees to be liable for any damage resulting from said negligence, and unless expressly set forth in this Easement Agreement, neither party assumes any liability for the acts of the other party hereunder. Grantor and Grantee shall each indemnify, defend and hold harmless the other parties hereto for any damage, liability, claim or expense resulting from injury to person or damage to property arising out of the acts or omissions of such party in the exercise of its rights hereunder.

5. **Assignment**. No party may assign its rights or obligations under this Easement Agreement, except in connection with a conveyance of all or a portion of the property owned by such party. Upon any sale or transfer, including any transfer by operation of law, of any parcel, the seller or transferor shall be relieved from all obligations and liabilities arising under this Agreement, from and after the date of the transfer. . Any transferee of any party shall automatically be deemed, by acceptance of the title to or interest in such parcel, or portion thereof, to have assumed all obligations hereof relating thereto. Nothing herein contained shall be deemed to relieve the transferor of any parcel from its obligations hereunder which arose prior to such transfer.

6. **Non-interference**. Each party agrees to exercise the rights and easements granted herein in a safe and careful manner that will not disturb, interfere with or overburden the rights of Grantor or Grantee.

7. **Governing Law**. This Easement Agreement shall be construed in accordance with the laws of the State of Florida.

8. **Nature of this Easement Agreement**. Except as expressly set forth herein to the contrary, the Access Easement and all other covenants, conditions, restrictions, reservations and other provisions contained in this Easement Agreement are covenants running with the land or equitable servitudes, as the case may be. The benefits and obligations under this Easement Agreement shall run with the title to Grantor's and Grantee's property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, all successor owners of the Access Easement.

9. **Attorneys' Fees**. If any action or proceeding is brought by one party against another to enforce or interpret any provision of this Easement Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party, whether incurred before, at trial, on appeal, in bankruptcy or in post-judgment collection. The prevailing party shall be the party whose position is substantially upheld in the final judgment rendered in such action.

10. **Partial Invalidity**. If for any reason whatsoever, any term, obligation or condition of this Easement Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition (i) shall be deemed to be independent of the remainder of the Easement Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Easement Agreement or any part thereof; and (ii) the remainder of the Easement Agreement not affected, impaired or invalidated will continue to be applicable and enforceable to the fullest extent permitted by law against any person and circumstance other than those as to which it has been held or rendered invalid, unenforceable and illegal.

11. **Entire Agreement**. This Easement Agreement contains all of the covenants, conditions and agreements between the parties with respect to the easement over the Access Easement and shall supersede all prior correspondence, agreements and understandings, both oral and written.

12. **Interpretation**. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Easement Agreement.

13. **Merger**. It is the intent of the parties that the separate estates and rights created hereunder shall merge in the event that title to all of Grantor's property and Grantee's property should ever vest in the same person or entity.

14. **Amendments**. No amendment or modification of this Easement Agreement shall be valid unless made in a written instrument duly executed by Grantor and Grantee (or, in either case, their respective successors or assigns, as applicable).

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date and year first above written.

GRANTOR:

_____
Print Name:_____

SUWANNEE COUNTY, FLORIDA, a political subdivision of the State of Florida

_____
Print Name:_____

By:_____
Name: _____
Its _____ President

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___day of _____, 2022, by _____, as _____ of Suwannee County, Florida, a political subdivision of the State of Florida, on behalf of Suwanee County, Florida, who ☐ is personally known to me or ☐ has produced _____as identification.

[NOTARIAL SEAL]

Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the date and year first above written.

GRANTEE:

_____
Print Name:_____

BINDERHOLZ LIVE OAK LLC, a Delaware limited liability company

_____
Print Name:_____

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___day of _____, 202_, by _____, as _____ of Binderholz Live Oak LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

[NOTARIAL SEAL]

_____
Print Name:_____
Notary Public, State of Florida
Commission #:_____
My Commission Expires:_____

EXHIBIT A

Benefitted Property

Part of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 and part of the Southwest 1/4 of the Southeast 1/4 of Section 27; part of the East 1/2 of the Northeast 1/4 of the Northwest 1/4; part of the East 1/2 of the Southeast 1/4 of the Northwest 1/4; part of the Northwest 1/4 of the Northeast 1/4; and part of the Southwest 1/4 of the Northeast 1/4 of Section 34, all being in Township 1 South, Range 12 East, Suwannee County, Florida, being more particularly described as follows:

FOR POINT OF REFERENCE, commence at the Southwest corner of Lot 1, EAGLE'S NEST, as recorded in Plat Book 1, page 502 of the public records of said County, said Southwest corner of Lot 1 being a concrete monument stamped L.B. No. 7170, thence run South 84°28'17" West, along the North right-of-way line of 50th Street, a distance of 36.74 feet to a point being on the East line of said Northwest 1/4 of the Northeast 1/4 of Section 34; thence run South 88°09'05" West a distance of 260.17 feet to the POINT OF BEGINNING; thence run South 00°19'24" East a distance of 1101.76 feet; thence run South 89°40'36" West a distance of 1589.76 feet; thence run North 00°19'24" West a distance of 3288.05 feet; thence run North 89°40'36" East a distance of 1589.76 feet; thence run South 00°19'24" East a distance of 2186.29 feet to the POINT OF BEGINNING.

EXHIBIT B

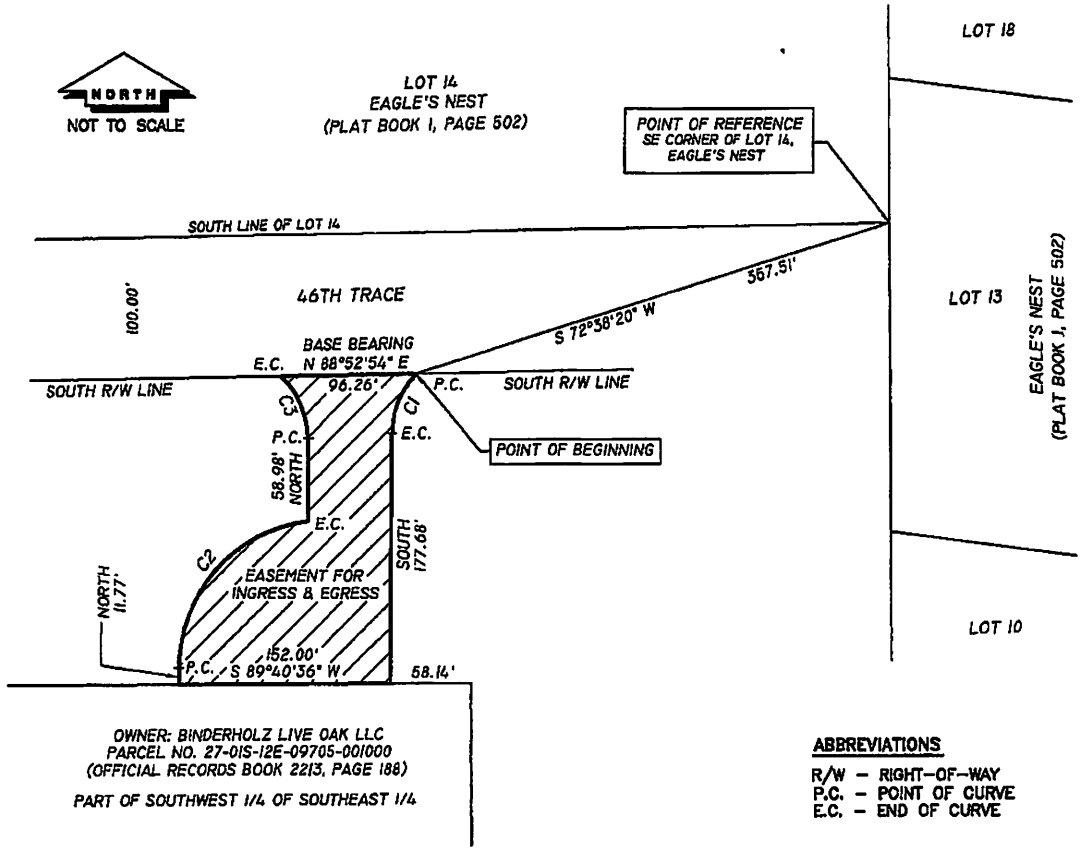
(Easement for Ingress and Egress Description):

AN EASEMENT FOR INGRESS AND EGRESS SITUATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, EAGLE'S NEST, AS RECORDED IN PLAT BOOK 1, PAGE 502 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE RUN SOUTH 72°38'20" WEST, A DISTANCE OF 357.51 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 46TH TRACE AND THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH 22°16'26" WEST, 45.48 FEET TO THE END OF SAID NON-TANGENT CURVE; THENCE RUN SOUTH, A DISTANCE OF 177.68 FEET TO THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2213, PAGE 188 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 89°40'36" WEST ALONG SAID NORTH LINE, A DISTANCE OF 152.00 FEET; THENCE RUN NORTH, A DISTANCE OF 11.77 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 105.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 41°26'38" EAST, 139.00 FEET TO THE END OF SAID NON-TANGENT CURVE; THENCE RUN NORTH, A DISTANCE OF 58.98 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 23°26'57" WEST, 47.75 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF 46TH TRACE AND THE END OF SAID NON-TANGENT CURVE; THENCE RUN NORTH 88°52'54" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 96.26 FEET TO THE POINT OF BEGINNING.

(NOT A SURVEY)

SKETCH OF DESCRIPTION

AN EASEMENT FOR INGRESS AND EGRESS SITUATED IN PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 12 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, EAGLE'S NEST, AS RECORDED IN PLAT BOOK 1, PAGE 502 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE RUN SOUTH 72°38'20" WEST, A DISTANCE OF 357.51 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 46TH TRACE AND THE POINT OF BEGINNING, SAID POINT BEING THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 60.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF SOUTH 22°16'26" WEST, 45.48 FEET TO THE END OF SAID NON-TANGENT CURVE; THENCE RUN SOUTH, A DISTANCE OF 177.68 FEET TO THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2213, PAGE 188 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 88°40'36" WEST ALONG SAID NORTH LINE, A DISTANCE OF 152.00 FEET; THENCE RUN NORTH, A DISTANCE OF 11.77 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHEASTERLY HAVING A RADIUS OF 105.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 41°26'38" EAST, 139.00 FEET TO THE END OF SAID NON-TANGENT CURVE; THENCE RUN NORTH, A DISTANCE OF 58.98 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE CONCAVED SOUTHWESTERLY HAVING A RADIUS OF 60.00 FEET; THENCE RUN ALONG AND AROUND SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 23°26'57" WEST, 47.75 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF 46TH TRACE AND THE END OF SAID NON-TANGENT CURVE; THENCE RUN NORTH 88°52'54" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 98.28 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.50 ACRES MORE OR LESS.



OWNER: BINDERHOLZ LIVE OAK LLC
PARCEL NO. 27-01S-12E-09705-001000
(OFFICIAL RECORDS BOOK 2213, PAGE 188)

PART OF SOUTHWEST 1/4 OF SOUTHEAST 1/4

ABBREVIATIONS

R/W – RIGHT-OF-WAY
P.C. – POINT OF CURVE
E.C. – END OF CURVE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	60.00'	46.65'	45.48'	S 22°16'26" W	44°32'52"	24.58'
C2	105.00'	151.90'	139.00'	N 41°26'38" E	82°53'17"	92.71'
C3	60.00'	49.11'	47.75'	N 23°26'57" W	46°53'54"	26.03'

NOTES

1) THIS IS NOT A SURVEY. NO BOUNDARY INFORMATION PROVIDED BY THIS SKETCH.
2) DISTANCES MEASURED IN U.S. FEET.
3) BEARINGS AND COORDINATES BASED ON NAD83 (ZONE: FL, NORTH – STATE PLANE COORDINATES) (SOUTH R/W LINE OF 46TH TRACE – N 88°52'54" E).

TIMOTHY B. ALCORN DATE: APRIL 25, 2022
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6332
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"

J. SHERMAN FRIER & ASSOCIATES, INC.
LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION – LB# 7170
130 WEST HOWARD ST.
LIVE OAK, FL. 32064
PHONE: 386-362-4629 EMAIL: jsfa@windstream.net
FAX: 386-362-6270 tlmalcorn@windstream.net

FOR: SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS AND BINDERHOLZ LIVE OAK LLC

DATE DRAWN: 04-25-2022 DRAWN BY: SH

71-10-2022 ENTRANCE EASEMENT REVISION:

Agenda Item No. 4

Approval of SHIP Affordable Housing Incentive Strategies Report.

Suwannee River Economic Council, Inc.

Post Office Box 70
Live Oak, Florida 32064

Administrative Office – Phone (386) 362-4115
Fax (386) 362-4078
E-Mail: mattpearson@suwanneeec.net
Website: www.srecinc.org

June 23, 2022

Mr. Randy Harris
Suwannee County Manager
13150 80th Terrace
Live Oak FL 32064

Dear Mr. Harris:

Since the Suwannee County SHIP program is slated to receive above the minimum allocation ($350,000) for the 2022/2023 funding year, the program's Affordable Housing Advisory Committee (AHAC) is required to draft and vote on the enclosed Incentive Strategies Report. In addition, the report must also be approved by the County's Board of County Commissioners, and submitted to Florida Housing Finance Corporation before they will release the County's 2022/2023 SHIP allocation.

In this regard, the enclosed report was voted and approved unanimously at the Public Hearing conducted by the AHAC on June 22, 2022. Please include this item on the Consent Agenda for the next available meeting of the Board of County Commissioners. We will send a copy of the report to Florida Housing Finance Corporation.

In the meantime, please feel free to contact us if you have any questions or need additional information.

Sincerely,

Matt Pearson
Executive Director

MP/ssb
Enclosure

Affordable Housing Advisory Committee
SHIP Affordable Housing Incentive Strategies

June 22, 2022

PREPARED BY:
Stephanie Barrington, SHIP Director
Suwannee River Economic Council, Inc.

SUBMITTED TO:
Florida Housing Finance Corp.

BACKGROUND

As a recipient of State Housing Initiative Partnership funds Suwannee County established an affordable housing advisory committee as required by the Florida Statute section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the County's policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing.

The AHAC is required to submit an incentive report annually. The report includes recommendations by the committee as well as comments on the implementation of incentives for at least the following eleven distinct areas:

- The processing of approvals of development orders or permit, as defined in s.163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Committee Composition

Section 420.907 of the Florida Statutes lists the categories from which committee members must be selected. There must be at least 8 committee members with representation from at least 6 of the following categories:

- Citizen actively engaged in the residential home building industry in connection with affordable housing.
- Citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- Citizen representative of those areas of labor actively engaged in home building in connection with affordable housing.
- Citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- Citizen actively engaged as a for-profit provider of affordable housing.
- Citizen actively engaged as a not-for-profit provider of affordable housing.
- Citizen actively engaged as a real estate professional in connection with affordable housing.
- Citizen actively serving on the local planning agency pursuant to s.163.3174.
- Citizen residing within the jurisdiction of the local governing body making the appointments.
- Citizen who represents employers within the jurisdiction.
- Citizen who represents essential services personnel, as defined in the local housing assistance plan

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented
1. Kellie Shirah	Real Estate professional
2. Beverley Fountain	Essential Services
3. Paul Spicer	Engaged in home building
4. Donna Cox	Banking or Mortgage Banking
5. Craig Carter	Non-Profit provider of affordable housing
6. Ronald Meeks	Local Planning Agency
7. Lauren Daniels	Advocate for low income people
8. Shannon Roberts	Advocate for low income people
9. Len Stapleton	County Commissioner
10. Max Bass	Residential home building
11. Dick Calvitt	For-Profit provider of affordable housing
12. George Burnham	Resident who resides in the jurisdiction
13. Sarah Carter	Citizen who represents employers

AFFORDABLE HOUSING INCENTIVES

Staff presented the latest affordable housing practices and recommendations on incentives. Each of the eleven affordable housing incentives recommended by the State were thoroughly examined and discussed with AHAC members. This plan is a result of the recommendations from the AHAC and meetings held with internal staff members to determine the feasibility of the recommendations.

EXPEDITED PERMITTING (Required)

The committee discussed this Strategy and agreed the Strategy is working as intended. This is a required Incentive Strategy.
Existing Strategy: Yes
AHAC Recommendation: No recommendation. Leave as is.
Implementation: Already implemented in LHAP

PROCESS OF ONGOING REVIEW (Required)

The committee discussed this Strategy and agreed the Strategy is working as intended. This is a required Incentive Strategy.
Existing Strategy: Yes
AHAC Recommendation: No recommendation. Leave as is.
Implementation: Already implemented in LHAP.

Optional incentive strategies:

MODIFICATION OF IMPACT FEES

Existing Strategy: No
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None.

FLEXIBLE DENSITIES

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

RESERVATION OF INFRASTRUCTURE CAPACITY

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

PARKING AND SETBACK REQUIREMENTS

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

FLEXIBLE LOT CONFIGURATIONS

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

MODIFICATION OF STREET REQUIREMENTS

Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

PUBLIC LAND INVENTORY

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Existing Strategy: No.
AHAC Recommendation: No action recommended for this Strategy.
Implementation: None

Agenda Item No. 5

Approval of amendments to Local Housing Assistance Plan and adoption of enabling Resolution.

Suwannee River Economic Council, Inc.
Post Office Box 70
Live Oak, Florida 32064

Administrative Office – Phone (386) 362-4115
Fax (386) 362-4078
E-Mail: mattpearson@suwanneeec.net
Website: www.srecinc.org

June 23, 2022

Mr. Randy Harris
Suwannee County Manager
13150 80th Terrace
Live Oak FL 32064

RE: Suwannee County Local Housing Assistance Plan

Dear Mr. Harris:

The Affordable Housing Advisory Committee (AHAC) for the Suwannee County SHIP program held a meeting on June 22, 2022, and discussed how the changes in the banking and real estate industries are affecting affordable housing and the SHIP program, and how these changes relate to the current Local Housing Assistance Plan (LHAP) for Suwannee County.

After much discussion the committee voted to revise the LHAP in order for the SHIP program to meet the needs of applicants in this ever-changing economic climate. Those changes are outlined below:

1. Increase the maximum home purchase price from the current $175,000 to $250,000;
2. For those clients who are deemed eligible for the State of Florida's Hometown Heroes program **and** the SHIP program, make allowances for the SHIP Lien Agreement to be recorded in the third lien position, subordinate to that of the primary mortgage and the Hometown Heroes mortgage;
3. Increase the mortgage maximum allowance from the current $175,000 to $250,000;
4. Increase the Purchase Assistance award amount for the Moderate Income Category from the current $12,000 to $20,000;
5. Increase the Purchase Assistance award amount for the Low Income Category from the current $18,000 to $22,000;
6. Increase the Emergency Repair award amount from the current $8,500 to $12,500.

In this regard, we have enclosed the draft LHAP showing the above changes (see yellow highlights), as well as the Resolution. If the proposed changes are accepted and approved by the Board of County Commissioners, please execute the two Resolutions and return one original to us. The other original is for the County's records.

On behalf of the AHAC, we appreciate the County's consideration of the LHAP revisions. If you have any questions or desire additional information, please feel free to contact either Stephanie Barrington, SHIP Director, at extension *242, or me at extension *223.

Sincerely,

Matt Pearson
Executive Director
MP/sb

Enclosure

Florida Housing

SUWANNEE COUNTY

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2020-2021, 2021-2022, 2022-2023

Florida Housing

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution H. Subordination Agreement Policy	

Florida Housing

I. Program Details:

A. LG(s)

Name of Local Government	SUWANNEE COUNTY
Does this LHAP contain an interlocal agreement?	NO

B. Purpose of the program:

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

C. Fiscal years covered by the Plan: 2020-2021, 2021-2022, 2022-2023

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

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

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

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

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

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

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Applications are placed on an intake log in order of receipt by the SHIP Administrator and separated by strategy. Special Needs designation is made upon verification by the SHIP Administrator. Applications are processed as set forth in the individual strategies listed herein. Once funding has been expended, the priority list is maintained as a waiting list, and is continually updated as new applications are received.

J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed $250,000. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

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

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

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant

eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. **Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

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

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

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

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

R. **First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** A $500.00 Project Delivery Cost (PDC) for inspections will be charged for Purchase Assistance with Rehab, Emergency Repair, and Disaster Strategy. The PDC will be included in the award amount, and will be included in the SHIP Lien (if a SHIP Lien is applicable to the strategy).

T. **Essential Service Personnel Definition (ESP): ESP includes** teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trade personnel.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** Whenever repairs are necessary and performed on a home by a contractor under contract with the SHIP Administrator green initiatives will be utilized to include, but are not limited to: low E windows, energy efficient hot water heaters, energy efficient appliances, high efficient HVAC systems, etc.

V. **Describe efforts to meet the 20% Special Needs set-aside:** Applications with households qualifying as Special Needs as defined by Section 420.0004(13) will be given priority.

W. **Describe efforts to reduce homelessness:** Suwannee County residents needing emergency shelter housing will be referred to GRACE Marketplace (operated by North Central Florida Coalition for the Homeless and Hungry), 3055 NE 28th Drive, Gainesville FL 32609, 352-792-0800, www.gracemarketplace.org.

For those Suwannee County residents seeking information for affordable rental housing and who are not in immediate danger of eviction and/or homelessness, referrals will be made to floridahouisngsearch.org, 1-877-428-8844.

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

X. **General Provisions**: The following provisions will apply to all strategies unless otherwise indicated:

1. **Property Location**. Property must be located within Suwannee County to be eligible for assistance.

2. **Income Producing Properties**. Residential properties used as income producing properties are not eligible for SHIP assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.

3. **Applicant contributions defined**: Such contributions may include cash deposits paid under a purchase contract; typical closing cost expenses paid at or outside of closing; the cost of purchasing hazard insurance in instances where there is no existing insurance; and required repairs or additions to the property which are not paid for by SHIP and paid for by the applicant provided repairs or additions are complete and documentation provided. Value of land owned or given may be applied toward contribution requirement. Written documentation must be provided. Payments for prior year's taxes, liens, repairs or improvements not required by SHIP or costs to cure existing title defects are excluded.

4. **SHIP mortgage position**: SHIP mortgages must be in primary or secondary position, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the

SHIP Lien Agreement would be in third lien position. SHIP mortgages may not be in positions inferior to second position even in instances of subordination, except in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program where the SHIP Lien Agreement would be in third lien position.

5. **Contractor information**: For strategies requiring new construction and any form of repair, or reconstruction only state licensed contractors with proof of active status and insurance will be approved for contract work. Contractors are required to submit request of payment draws through the SHIP Administrators Office. The SHIP Administrator will review the draw schedule, prepare draw requests and submit the payment request to the County's Finance Office who will pay the contractor. Upon completion, final inspection, and approval by the County Building Inspector all documentation will be submitted to the Suwannee County Finance Department for payment of program fees to the SHIP Administrator.

6. **Eligible housing**: any real and personal property located within the county or the eligible municipality which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under chapter 553. Manufactured housing (or mobile homes) must be no older than four (4) years old to be eligible for purchase, and no older than ten (10) years old to be eligible for Emergency Repair. Manufactured housing is not eligible for Disaster Strategy or Demolition / Reconstruction.

7. **Mortgage Maximums.** The total of the existing primary mortgage and the secondary mortgage cannot exceed $250,000 excluding approved closing costs. Approved closing costs are those costs that are normal and customary in closing a primary or secondary Real Estate mortgage. This specifically excludes any costs associated with debt consolidation, pay-down of debt, or any existing debt or judgment payoff other than an existing mortgage encumbering the property. Sales price and/or value is defined in F.S. 420.9071.

Section II. LHAP Strategies:

Strategy Name: PURCHASE ASSISTANCE WITH REHAB	Code 01

Summary: Assist applicants with the down payment and closing costs for the purchase and repair of an existing home.

a. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023

b. Income Categories to be served: Very low, low and moderate

c. Maximum award: $25,000 for Very Low; $22,000 for Low, $20,000 for Moderate

d. Terms:
   1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage.
   2. Interest Rate: 0%
   3. Years in loan term: 10
   4. Forgiveness: 10% per year from the date of the SHIP lien.

5. Repayment: Not required as long as the loan is in good standing
6. Default: The loan will be determined to be in default and the SHIP recipient must repay the prorated loan amount if any of the following occurs: sale, title transfer or conveyance of property or otherwise dispose of the home; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder the County will make an effort to recapture funds through the legal process it if is determined that adequate funds may be available to justify pursuing a recapture.

e. Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having a hard copy of all required documents on file with the SHIP Administrator: Sales Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, Home Inspection Report conducted by a State of Florida certified Home Inspector, and a Wood Destroying Organism (WDO) Report conducted by a State of Florida licensed Pest Control Inspector, and any other documentation requested by the SHIP Administrator.

f. Sponsor Selection Criteria: N/A

g. Additional Information:

1. Down payment assistance cannot exceed 50% of the sales price of the home.
2. Client contribution amount: 0.05% of the sales price for Very Low Income, 1% of the sales price for Low Income, 2% of the sales price for Moderate Income.
3. Subordination requests for refinancing will be in accordance with Exhibit H Subordination Agreement Policies.
4. Client must complete a Home Ownership course.
5. In the case of financing by an individual rather than a financial institution the follow will apply:
   a. SHIP Lien Agreement will be in the primary lien position and the financer will be in the subordinate lien position.
   b. The interest rate cannot exceed 8%.
   c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
   d. There can be no balloon payment.
   e. An amortization schedule must be provided to the SHIP Administrator.
6. Minimum about of rehab to qualify for this strategy is $1,500.00
7. "Net proceeds" is defined as the amount remaining after all private debt is repaid. The County's Board of County Commission will make the determination of Forgiveness based upon client justification and circumstances.

Strategy Name: PURCHASE ASSISTANCE WITHOUT REHAB	Code 02

Summary: Assists applicants and co-applicants with the down payment and closing costs associated with the purchase of a newly constructed home.

a. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023

b. Income Categories to be served: Very low, low and moderate

c. Maximum award: $25,000 for Very Low, $22,000 for Low, $20,000 for Moderate

d. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded, subordinate mortgage.
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: 10% per year from the date of the SHIP lien.
5. Repayment: Not required as long as the loan is in good standing
6. Default: The loan will be determined to be in default and the SHIP recipient must repay the prorated loan amount if any of the following occurs: sale, title transfer or conveyance of property or otherwise dispose of the home; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder the County will make an effort to recapture funds through the legal process it if is determined that adequate funds may be available to justify pursuing a recapture.

e. Recipient/Tenant Selection Criteria: Applicants must meet SHIP program income eligibility regulations in addition to the criteria listed in Section I Program Details. Applications will be processed in date order as received by the SHIP Administrator. SHIP funds will be committed on a first-qualified, first-served basis, providing funds are available. "First-qualified" is defined as having a hard copy of all commitment required documents on file with the SHIP Administrator: Sales/Construction Contract and Addendums (if applicable), Lender's Loan Application, Appraisal, and any other documentation requested by the SHIP Administrator.

f. Sponsor Selection Criteria: N/A

g. Additional Information:

1. Down payment assistance cannot exceed 50% of the sales price of the home.
2. Client participation amount: 0.05% of the sales price for Very Low Income, 1% of the sales price for Low Income, 2% of the sales price for Moderate Income.
3. Subordination requests for refinancing will be in accordance with Exhibit H Subordination Agreement Policies.

4. Client must complete a Home Ownership course.
5. Construction contracts must be turnkey. Turnkey is defined as a type of construction contract under which the construction firm is obligated to complete a project according to pre-specified criteria for a price that is fixed at the time the contract is signed.
6. In the case of financing by an individual rather than a financial institution the follow will apply:
   a. SHIP Lien Agreement will be in the primary lien position and the financer will be in the subordinate lien position.
   b. The interest rate cannot exceed 8%.
   c. The maximum PITI cannot exceed 30% of the client's gross monthly income.
   d. There can be no balloon payment.
   e. An amortization schedule must be provided to the SHIP Administrator.
7. "Net proceeds" is defined as the amount remaining after all private debt is repaid. The County's Board of County Commission will make the determination of Forgiveness based upon client justification and circumstances.

Strategy Name: Demolition / Reconstruction	04

a. Summary: Assists applicants with the demolition of an existing home when at least 50% of the dwelling is beyond reasonable repair, and construction of a new, affordable home.

b. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023

c. Income Categories to be served: Very low

d. Maximum award: $25,000.00. If cost exceed maximum award client must be awarded CDBG grant for the remainder.

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a recorded subordinate mortgage.
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: The loan is forgivable at 10% per year from the date of the SHIP lien.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default and the SHIP recipient must repay the prorated loan amount if any of the following occurs: sale, title transfer or conveyance of property or otherwise dispose of the home; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture.

f. Recipient Selection Criteria: Homes must not be eligible for any other SHIP strategy. Applicants will be served on the basis of qualification for CDBG.

g. Sponsor/Developer Selection Criteria: N/A

h. Additional Information:
1 SHIP Leveraging Resources: CDBG
2 Subordination requests for refinancing will be in accordance with Subordination Agreement Policies attached hereto.
3 Construction contract must be "turn key" form with floor plans, costs of materials and labor, and statement of no changes once submitted.
4 "Net proceeds" is defined as the amount remaining after all private debt is repaid. The County's Board of County Commission will make the determination of Forgiveness based upon client justification and circumstances.

Strategy Name: DISASTER STRATEGY	Code 05

Summary: Assists applicants following a disaster as declared by the President of the United States or Governor of the State of Florida.

a. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023

b. Income Categories to be served: Very low, Low and Moderate

c. Maximum award: $10,000.00

d. Terms:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

e. Recipient/Tenant Selection Criteria: Priority shall be given to Special Needs households and to those that qualify as Elderly as defined in 420.503 FS.

f. Sponsor Selection Criteria: N/A

g. Additional Information:

1. SHIP disaster funds may be used for items such as, but not limited to:
   A. Purchase of emergency supplies for eligible households to weatherproof damaged homes;

B. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
C. Construction of wells or repair of existing wells where public water is not available;
D. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
E. Security deposit for eligible recipients that have been displaced from their homes due to disaster;
F. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.
G. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
H. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

2. Existing homeowner's insurance is not required to be eligible for assistance.

Strategy Name: EMERGENCY REPAIR	Code 06

Summary: Assist applicants with the emergency repair of their primary residence.

a. Fiscal Years Covered: 2020-2021, 2021-2022, 2022-2023

b. Income Categories to be served: Very low

c. Maximum award: $12,500

d. Terms:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

e. Recipient/Tenant Selection Criteria: In addition to meeting income eligibility requirements, recipients must meet certain other criteria listed in Section I Program Details. Applications will be ranked according to the following point criteria. Applications with the highest points will be served first.

Age of Household Members	**Household Income**
Over 60 .....6 points Under 12 .....6 points	Below federal poverty level .....6 points
Special needs as defined herein.....6 points	Served previously within the past 5 years, points per occurrence.....-10 points

f. Sponsor Selection Criteria: N/A

g. Additional Information:
1. Existing homeowner's insurance is not required to be eligible for assistance.
2. Property must be free of delinquent property taxes.

III. LHAP Incentive Strategies

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

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

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

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

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

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

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

1. Will the action increase the cost of development? If so, approximate cost. Explain how increased cost is worth negative impact on housing cost.

2. Will the action increase the time of approval? If so, how does benefit of this increase in approval

time compare with the impact on housing costs?

3. Does the action increase the long term development cost? If so, how do the increased cost compare with the benefits of the action?

4. According to the County Administrator, there are no new ordinances or policy changes which might affect the cost of housing.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

H. Subordination Agreement Policy

SUWANNEE COUNTY, FLORIDA

RESOLUTION NO. _____

A Resolution of the Suwannee County Board of County Commissioners revising the language to the 2020 - 2023 SHIP Local Housing Assistance Plan.

WHEREAS, it is in the best interest of the citizens of Suwannee County, Florida to modify the language in the SHIP Local Housing Assistance Plan as follows:

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section I Program Details, Section L Purchase Price Limits** to increase the maximum purchase price to $250,000.

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section I Program Details, Section X General Provisions, Item #4 SHIP mortgage position** to allow the SHIP Liens to be in third position only in the case where the client is utilizing the Hometown Heroes program in conjunction with the SHIP program.

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section I, Program Details, Section X General Provision, Item #7 Mortgage Maximums** to increase the limit of the existing primary mortgage and the secondary mortgage to $250,000.

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, Purchase Assistance with Rehab and Purchase Assistance without Rehab** to increase the award amount for Moderate Income Category to $20,000 and increase the award amount for Low Income Category to $22,000.

WHEREAS, it is necessary to amend the language as currently stated in the Local Housing Assistance Plan, **Section II, LHAP Strategies, Emergency Repair Strategy** to increase the award amount to $12,500.

NOW, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSION OF SUWANNEE COUNTY, FLORIDA THAT the above stated language is hereby amended in the 2020 - 2023 SHIP Local Housing Assistance Plan.

Passed and adopted this _____ day of _____, 2022.

_____
Franklin White
Chairman, Board of County Commissioners
Suwannee County, Florida

ATTEST:

_____
Barry Baker, Clerk of Court
Suwannee County, Florida

Agenda Item No. 6

Approval to hold August 16, 2022, regularly scheduled Board meeting at Live Oak City Hall 101 White Avenue S. E. Live Oak, Fl. 32064. The meeting will begin at 5:00 p.m.

Agenda Item No. 7

Item: Approval of appointments to Value Adjustment Board.

Five appointments need to be considered, two (2) County Commissioners as regular members, one (1) County Commissioner as alternate, one (1) citizen as regular member, and one (1) citizen as alternate.

BOCC Regular Members:
Franklin White
Travis Land

BOCC Alternate:
Clyde Fleming

Citizen Member:
Betty Bracewell

Citizen Alternate:
Calvin B. (Bo) Hancock

Agenda Item No. 8

Item:

Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park wastewater collection and transmission system line extension.

Budget impact:

paid from Board's professional services line.

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TASK ORDER FOR ENGINEERING SERVICES CATALYST INDUSTRIAL PARK WASTEWATER COLLECTION AND TRANSMISSION SYSTEM LINE EXTENSION ENGINEERING SERVICES

This Agreement made this _____ day of July 2022, by and between Suwannee County, FL, herein referred to as COUNTY, and North Florida Professional Services, Inc., herein referred to as CONSULTANT:

The COUNTY requires professional engineering services to extend the Catalyst Industrial Park (CIP) wastewater collection & transmission system, herein referred to as the PROJECT.

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

CONSULTANT agrees to provide these additional services for a total lump-sum fee of One Hundred and Sixty-One Thousand and Nine Hundred Dollars and No Cents ($161,900).

This Task Order constitutes a Project Agreement for the PROJECT. CONSULTANT shall perform the Scope of Services as described herein for the development of engineering design documents and related services.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

_____
Clerk

_____
BY: Franklin White
Chairman

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

_____
BY: Gregory G. Bailey, PE
President

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
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Exhibit A
CIP Collection & Transmission System Line Extension
Engineering Services

PROJECT DESCRIPTION

Suwannee County (COUNTY) desires to construct a force main extension to transmit raw wastewater to the proposed CIP Wastewater Treatment Plant (WWTP) from the proposed Skywalker Site.

It is anticipated that this C&T extension will consist of approximately 10,500 LF of 6-inch force main with appurtenant fittings, and valves, including one (1) directional drilling crossing of I-10 and one (1) directional drilling crossing of US Highway 90. The proposed pipeline route begins at the Catalyst WWTP and follows the route shown on Exhibit B which is attached hereto to Exhibit A.

PROPOSED SCOPE OF SERVICES

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

Task 1 – Planning and Preliminary Design
Task 2 – Partial Survey (remainder included in TWO for water main extension)
Task 3 – Partial Wetlands Study (remainder included in TWO for water main extension)
Task 4 – Partial Subsurface Utility Engineering (remainder included in TWO for water main extension)
Task 5 - Final Design
Task 6 - Permitting
Task 7 - Bid-Phase Assistance
Task 8 – Post Design Assistance

Task 1 – Planning and Preliminary Design

CONSULTANT shall conduct a planning-level review and preliminary design to further detail the proposed route for the water main and to recommend any alternative routing. This task is intended to minimize the need for acquiring additional utility easements or private properties, to minimize the number and extent of conflicts that may require specialty construction materials or methods, and to minimize wetland disturbance and disruptions to water service and vehicle traffic.

Subtask 1.1 – Project Initiation and Kickoff Meeting – Upon Notice to Proceed (NTP), CONSULTANT shall develop a work plan and schedule for the project. A kickoff meeting will be held between CONSULTANT, COUNTY and other stakeholders. The kickoff meeting will provide for discussion and agreement on the project goals and objectives, project scope and schedule, responsibilities and expectations of the various parties, anticipated project challenges, and communication protocols. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document the discussions. A site visit is not anticipated as part of the kickoff meeting.

Subtask 1.2 – Records Review – CONSULTANT shall work with the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the COUNTY, and other agencies as needed to develop a better understanding of the existing conditions along the pipeline route, especially regarding buried utilities, as well as any easements and/or public properties that are potentially available for utility usage.

Subtask 1.3 – Preliminary Layout – CONSULTANT shall incorporate the Records Review findings to develop a base map of existing conditions with a preliminary overlay of the proposed water main location and other key features such as the locations of hydrants, valves and horizontal directional drill (HDD) crossings of roads, creeks and/or wetlands. CONSULTANT shall provide to the COUNTY a copy of the preliminary layout for review and comment, and if needed, a meeting will be held for discussion.

Task 2 – Site Survey

CONSULTANT shall conduct a site survey for the entire project limits of construction. The survey will include both natural and improved surface features, including but not limited to, location and identification of roadway features, visible utility and drainage features, wooded areas, right-of-way boundaries, wetland areas, etc.

Subtask 2.1 – DTM Survey and Asset Location – CONSULTANT shall conduct a field survey of the entire project limits and develop a digital terrain model (DTM) survey based on standard practices and current datum. The project limits will generally include the pipeline alignment to both rights-of-way, as well as limited areas outside the ROWs as needed to accommodate such activities as HDD crossings. The DTM map will provide extensive accurate elevation and horizontal location for the terrain and significant surface features and other improvements for use in the final engineering design phase.

Subtask 2.2 – Wetland Location – If deemed necessary the CONSULTANT shall field verify the locations of wetland boundaries and subsurface utility excavations as described elsewhere herein. These locations will be depicted on the final survey map.

Task 3 – Wetlands Survey

If deemed necessary, the CONSULTANT shall conduct an environmental survey of the proposed pipeline route to determine the location and extent of existing wetlands, in order to guide the design and construction of the utilities so as to avoid disturbing or encroaching upon any wetland areas.

Subtask 3.1 – Identification – CONSULTANT shall field identify and delineate by flagging the boundaries of any wetland areas in the vicinity of the proposed utility construction.

Subtask 3.1 – Delineation – If wetlands exist along the route, the CONSULTANT shall survey the flagged lines and depict the wetland boundaries on the final survey map.

Task 4 – Subsurface Utility Engineering (SUE)

It is anticipated that some existing subsurface utilities will need accurate locating along the pipeline route.

Subtask 4.1 – Identification – CONSULTANT shall field expose and identify (utility type, size and material) and shall verify vertical and horizontal (VVH) location of existing subsurface utilities at a limited number of locations. This task is based on an estimated two (2) spot locations for SUE determination. This information will be included on the final survey map.

Task 5 – Final Design

Based on information provided by Tasks 1 through 4, CONSULTANT shall perform final engineering design and develop detailed design drawings and specifications for use in permitting, bidding and constructing the PROJECT. The drawings will include plan & profile utility construction layouts for the entire project alignment, as well as relevant details and material specifications.

Subtask 5.1 – 60-Percent Design Development – CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of design drawings at the 60-percent completion stage for COUNTY's review and comment. A preliminary opinion of probable construction cost will also be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments and this set of plans once approved by the COUNTY will be used to submit for FDEP and FDOT Permitting.

Subtask 5.2 – 90-Percent Design Development – Upon approval of the 60-percent drawings, CONSULTANT shall finalize 90-Percent drawings and provide to the COUNTY one (1) hard copy and one (1) PDF copy of design drawings and specifications at the 90-percent completion stage for COUNTY's review and comment. A final opinion of probable construction cost will be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments.

Subtask 5.3 – 100-Percent Design Development – Upon approval of the 90-percent drawings and specifications, CONSULTANT shall finalize the design documents and provide to the COUNTY one (1) PDF copy of the "Issued for Bid" documents. CONSULTANT shall also assist in review of COUNTY's "front-end" Special Conditions and provide recommendations on the Bid Form. (It is expected that the project will be bid as a single-phase, lump-sum contract but may include an additional line items for the Contractor to break out.)

Task 6 – Permitting

CONSULTANT shall prepare and submit permit applications as required by the applicable permitting agencies having jurisdiction over the project lands and activities with the 60-Percent drawings. CONSULTANT shall provide required supporting documentation and shall respond to requests for additional information from the permitting authorities as needed for permit issuance. It is the Contractor's responsibility to comply with the permit conditions of all issued permits for the Work.

Subtask 6.1 – FDEP Permitting – CONSULTANT shall apply for and receive FDEP approval of a General Permit for Construction of Water Main Extensions for PWSs. This shall include preparation of any application forms, exhibits, reports, drawings and/or specifications required permit approval. COUNTY shall provide all permitting fees.

Subtask 6.2 – FDOT Permitting – CONSULTANT shall apply for and receive FDOT approval

of a Utility Permits for utility work within the US Highway 90 and I-10 rights-of-way. It is the Contractor's responsibility to apply for and receive all permits for Maintenance of Traffic practices.

Task 7 – Bid-Phase Assistance

CONSULTANT shall provide to COUNTY limited technical assistance during the bidding phase of the Project.

Subtask 7.1 – Pre-Bid Meeting – CONSULTANT shall attend the pre-bid meeting and provide assistance in answering technical questions during or following the meeting.

Subtask 7.2 – Bidding Assistance – CONSULTANT shall provide technical assistance during the bidding phase to assist COUNTY with preparation of bid documents and to answer questions submitted by Contractors. CONSULTANT shall develop and issue any addenda, as needed. CONSULTANT shall attend the bid opening and, shall afterwards review the bids to help identify any irregularities in the bid submittals. Based on this review, CONSULTANT shall provide COUNTY with recommendations regarding project award.

Subtask 7.3 – Conformed Drawings – CONSULTANT shall incorporate addenda items into the "Issued for Bid" documents and prepare a conformed set of "Issued for Construction" drawings and specifications. CONSULTANT shall provide to COUNTY one (1) PDF copy of the conformed documents for reproduction and distribution to COUNTY staff and the Contractor.

Task 8 – Post Design Assistance

This proposed Scope of Services is based on a total construction period of 12 months, from Notice to Proceed (NTP) to Final Completion. Should the construction period be extended such that additional services, meetings and/or coordination efforts are required/requested, COUNTY shall approve a scope and fee amendment prior to CONSULTANT performing the additional work.

Subtask 8.1 – Pre-Construction Meeting – CONSULTANT shall attend the pre-construction meeting and assist in answering technical questions during or following the meeting. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document all decisions.

Subtask 8.2 – Shop Drawing and Request for Information (RFI) Review – CONSULTANT shall review major equipment shop drawings as required to complete the project. CONSULTANT shall review the initial submittal and up to one resubmittal per shop drawing. If additional reviews are required, COUNTY shall reimburse CONSULTANT for the additional review effort.

Subtask 8.3 – Progress Meetings – CONSULTANT shall attend monthly site meeting if requested to monitor construction progress and to review the Contractor's requests for payment.

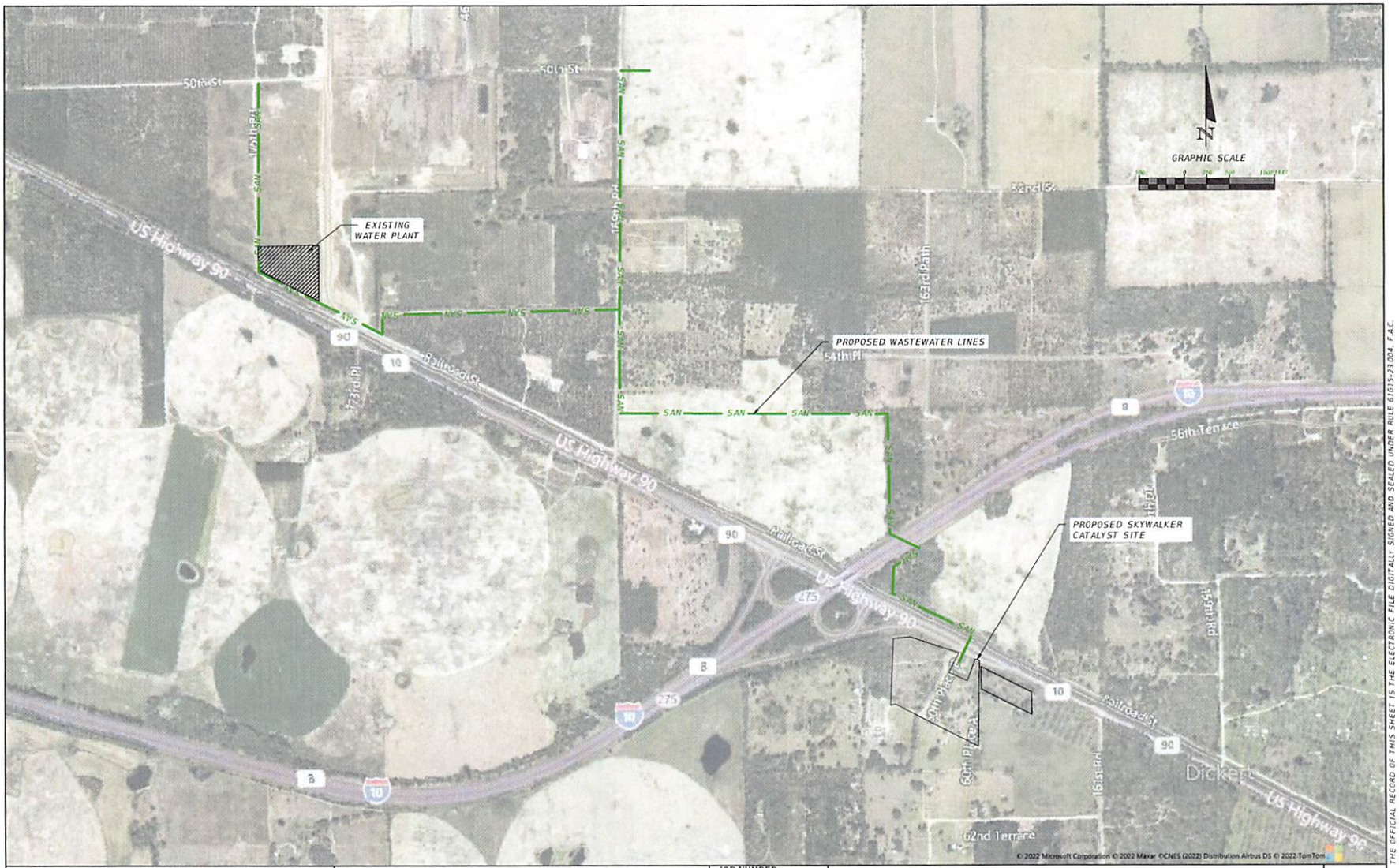
Subtask 8.4 – FDEP Certification – Following the final completion inspection, CONSULTANT shall determine whether the project is in substantial compliance with the FDEP construction permit. CONSULTANT shall thereafter prepare and submit to FDEP the

Certification of Completion form and shall request clearance to place the system into service.

Subtask 8.5 - Record Drawings – It is the Contractor's responsibility to maintain throughout the construction period a full-sized set of "as-built" construction drawings with markups of all work omitted from, added to or deviating from the Contract Documents, including as-built survey information and other relevant conditions. CONSULTANT shall incorporate the as-built markups into a final set of Record Drawings. CONSULTANT shall make reasonable efforts to coordinate with Contractor for accuracy, but should Contractor not comply with the as-built requirements, CONSULTANT shall only be responsible for incorporating the changes provided. CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of the final Record Drawings.

TASK	**COST**
Survey	$15,400
Subsurface Utility Engineering (SUE)	$8,000
Engineering – Design, Bidding, Post Design	$138,500
TOTAL	**$161,900**

EXHIBIT B - WASTEWATER COLLECTION & TRANSMISSION SYSTEM FORCE MAIN MAP



REVISIONS	
DATE	DESCRIPTION

NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FL 32056
PH. 386-752-4675
LIC NO. LB8356
2551 BLAIRSTONE PINES DR.
TALLAHASSEE, FL 32301
WWW.NFPS.NET
CA# 29011

JOB NUMBER:

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

WASTEWATER COLLECTION LINES
CATALYST SITE
SUWANNEE COUNTY, FLORIDA

SHEET NO. 2

Cayden Sanders 6/30/2022 4:58:43 PM \\2019\L1901015\W\Catalyst Site_Water & Sewer\DSGNRD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Agenda Item No. 9

Item:

Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with Catalyst Industrial Park potable water distribution system line extension.

Budget impact:

paid from Board's professional services line.

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TASK ORDER FOR ENGINEERING SERVICES
CATALYST INDUSTRIAL PARK
POTABLE WATER DISTRIBUTION SYSTEM LINE EXTENSION
ENGINEERING SERVICES

This Agreement made this _____ day of July 2022, by and between Suwannee County, FL, herein referred to as COUNTY, and North Florida Professional Services, Inc., herein referred to as CONSULTANT:

The COUNTY requires professional engineering services to extend the Catalyst Industrial Park (CIP) Potable Water Distribution System, herein referred to as the PROJECT.

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

CONSULTANT agrees to provide these additional services for a total lump-sum fee of Two Hundred and Twenty-Six Thousand Dollars and No Cents ($226,000).

This Task Order constitutes a Project Agreement for the PROJECT. CONSULTANT shall perform the Scope of Services as described herein for the development of engineering design documents and related services.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

_____
Clerk

_____
BY: Franklin White
Chairman

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

_____
BY: Gregory G. Bailey, PE
President

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www.nfps.net

Exhibit A
CIP Potable Water Distribution System Line Extension
Engineering Services

PROJECT DESCRIPTION

Suwannee County (COUNTY) desires to construct a water main utility extension to transmit potable water from the existing CIP Water Treatment Plant (WTP) to the proposed Skywalker Site.

It is anticipated that this water main extension will consist of approximately 15,200 LF of 12-inch water main with appurtenant fittings, valves and hydrants, including one (1) directional drilling crossing of I-10 and one (1) directional drilling crossing of US Highway 90. The proposed pipeline route begins at the CIP WTP and generally the route shown on Exhibit B which is attached to Exhibit A.

PROPOSED SCOPE OF SERVICES

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

Task 1 – Planning and Preliminary Design
Task 2 – Survey
Task 3 - Wetlands Study
Task 4 - Subsurface Utility Engineering
Task 5 - Final Design
Task 6 - Permitting
Task 7 - Bid-Phase Assistance
Task 8 – Post Design Assistance

Task 1 – Planning and Preliminary Design

CONSULTANT shall conduct a planning-level review and preliminary design to further detail the proposed route for the water main and to recommend any alternative routing. This task is intended to minimize the need for acquiring additional utility easements or private properties, to minimize the number and extent of conflicts that may require specialty construction materials or methods, and to minimize wetland disturbance and disruptions to water service and vehicle traffic.

Subtask 1.1 – Project Initiation and Kickoff Meeting – Upon Notice to Proceed (NTP), CONSULTANT shall develop a work plan and schedule for the project. A kickoff meeting will be held between CONSULTANT, COUNTY and other stakeholders. The kickoff meeting will provide for discussion and agreement on the project goals and objectives, project scope and schedule, responsibilities and expectations of the various parties, anticipated project challenges, and communication protocols. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document the discussions. A site visit is not anticipated as part of the kickoff meeting.

Subtask 1.2 – Records Review – CONSULTANT shall work with the Florida Department of

Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the COUNTY, and other agencies as needed to develop a better understanding of the existing conditions along the pipeline route, especially regarding buried utilities, as well as any easements and/or public properties that are potentially available for utility usage.

Subtask 1.3 – Preliminary Layout – CONSULTANT shall incorporate the Records Review findings to develop a base map of existing conditions with a preliminary overlay of the proposed water main location and other key features such as the locations of hydrants, valves and horizontal directional drill (HDD) crossings of roads, creeks and/or wetlands. CONSULTANT shall provide to the COUNTY a copy of the preliminary layout for review and comment, and if needed, a meeting will be held for discussion.

Task 2 – Site Survey

CONSULTANT shall conduct a site survey for the entire project limits of construction. The survey will include both natural and improved surface features, including but not limited to, location and identification of roadway features, visible utility and drainage features, wooded areas, right-of-way boundaries, wetland areas, etc.

Subtask 2.1 – DTM Survey and Asset Location – CONSULTANT shall conduct a field survey of the entire project limits and develop a digital terrain model (DTM) survey based on standard practices and current datum. The project limits will generally include the pipeline alignment to both rights-of-way, as well as limited areas outside the ROWs as needed to accommodate such activities as HDD crossings. The DTM map will provide extensive accurate elevation and horizontal location for the terrain and significant surface features and other improvements for use in the final engineering design phase.

Subtask 2.2 – Wetland Location – If deemed necessary the CONSULTANT shall field verify the locations of wetland boundaries and subsurface utility excavations as described elsewhere herein. These locations will be depicted on the final survey map.

Task 3 – Wetlands Survey

If deemed necessary, the CONSULTANT shall conduct an environmental survey of the proposed pipeline route to determine the location and extent of existing wetlands, in order to guide the design and construction of the utilities so as to avoid disturbing or encroaching upon any wetland areas.

Subtask 3.1 – Identification – CONSULTANT shall field identify and delineate by flagging the boundaries of any wetland areas in the vicinity of the proposed utility construction.

Subtask 3.1 – Delineation – If wetlands exist along the route, the CONSULTANT shall survey the flagged lines and depict the wetland boundaries on the final survey map.

Task 4 – Subsurface Utility Engineering (SUE)

It is anticipated that some existing subsurface utilities will need accurate locating along the pipeline route.

Subtask 4.1 – Identification – CONSULTANT shall field expose and identify (utility type, size

and material) and shall verify vertical and horizontal (VVH) location of existing subsurface utilities at a limited number of locations. This task is based on an estimated ten (10) spot locations for SUE determination. This information will be included on the final survey map.

Task 5 – Final Design

Based on information provided by Tasks 1 through 4, CONSULTANT shall perform final engineering design and develop detailed design drawings and specifications for use in permitting, bidding and constructing the PROJECT. The drawings will include plan & profile utility construction layouts for the entire project alignment, as well as relevant details and material specifications.

Subtask 5.1 – 60-Percent Design Development – CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of design drawings at the 60-percent completion stage for COUNTY's review and comment. A preliminary opinion of probable construction cost will also be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments and this set of plans once approved by the COUNTY will be used to submit for FDEP and FDOT Permitting.

Subtask 5.2 – 90-Percent Design Development – Upon approval of the 60-percent drawings, CONSULTANT shall finalize 90-Percent drawings and provide to the COUNTY one (1) hard copy and one (1) PDF copy of design drawings and specifications at the 90-percent completion stage for COUNTY's review and comment. A final opinion of probable construction cost will be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments.

Subtask 5.3 – 100-Percent Design Development – Upon approval of the 90-percent drawings and specifications, CONSULTANT shall finalize the design documents and provide to the COUNTY one (1) PDF copy of the "Issued for Bid" documents. CONSULTANT shall also assist in review of COUNTY's "front-end" Special Conditions and provide recommendations on the Bid Form. It is expected that the project will be bid as a single-phase, lump-sum contract but may include an additional line items for the Contractor to break out.

Task 6 – Permitting

CONSULTANT shall prepare and submit permit applications as required by the applicable permitting agencies having jurisdiction over the project lands and activities with the 60-Percent drawings. CONSULTANT shall provide required supporting documentation and shall respond to requests for additional information from the permitting authorities as needed for permit issuance. It is the Contractor's responsibility to comply with the permit conditions of all issued permits for the Work.

Subtask 6.1 – FDEP Permitting – CONSULTANT shall apply for and receive FDEP approval of a General Permit for Construction of Water Main Extensions for PWSs. This shall include preparation of any application forms, exhibits, reports, drawings and/or specifications required permit approval. COUNTY shall provide all permitting fees.

Subtask 6.2 – FDOT Permitting – CONSULTANT shall apply for and receive FDOT approval of a Utility Permits for utility work within the US Highway 90 and I-10 rights-of-way. It is the Contractor's responsibility to apply for and receive all permits for Maintenance of Traffic

practices.

Task 7 – Bid-Phase Assistance

CONSULTANT shall provide to COUNTY limited technical assistance during the bidding phase of the Project.

Subtask 7.1 – Pre-Bid Meeting – CONSULTANT shall attend the pre-bid meeting and provide assistance in answering technical questions during or following the meeting.

Subtask 7.2 – Bidding Assistance – CONSULTANT shall provide technical assistance during the bidding phase to assist COUNTY with preparation of bid documents and to answer questions submitted by Contractors. CONSULTANT shall develop and issue any addenda, as needed. CONSULTANT shall attend the bid opening and, shall afterwards review the bids to help identify any irregularities in the bid submittals. Based on this review, CONSULTANT shall provide COUNTY with recommendations regarding project award.

Subtask 7.3 – Conformed Drawings – CONSULTANT shall incorporate addenda items into the "Issued for Bid" documents and prepare a conformed set of "Issued for Construction" drawings and specifications. CONSULTANT shall provide to COUNTY one (1) PDF copy of the conformed documents for reproduction and distribution to COUNTY staff and the Contractor.

Task 8 – Post Design Assistance

This proposed Scope of Services is based on a total construction period of 12 months, from Notice to Proceed (NTP) to Final Completion. Should the construction period be extended such that additional services, meetings and/or coordination efforts are required/requested, COUNTY shall approve a scope and fee amendment prior to CONSULTANT performing the additional work.

Subtask 8.1 – Pre-Construction Meeting – CONSULTANT shall attend the pre-construction meeting and assist in answering technical questions during or following the meeting. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document all decisions.

Subtask 8.2 – Shop Drawing and Request for Information (RFI) Review – CONSULTANT shall review major equipment shop drawings as required to complete the project. CONSULTANT shall review the initial submittal and up to one resubmittal per shop drawing. If additional reviews are required, COUNTY shall reimburse CONSULTANT for the additional review effort.

Subtask 8.3 – Progress Meetings – CONSULTANT shall attend a monthly site meeting if requested to monitor construction progress and to review the Contractor's requests for payment.

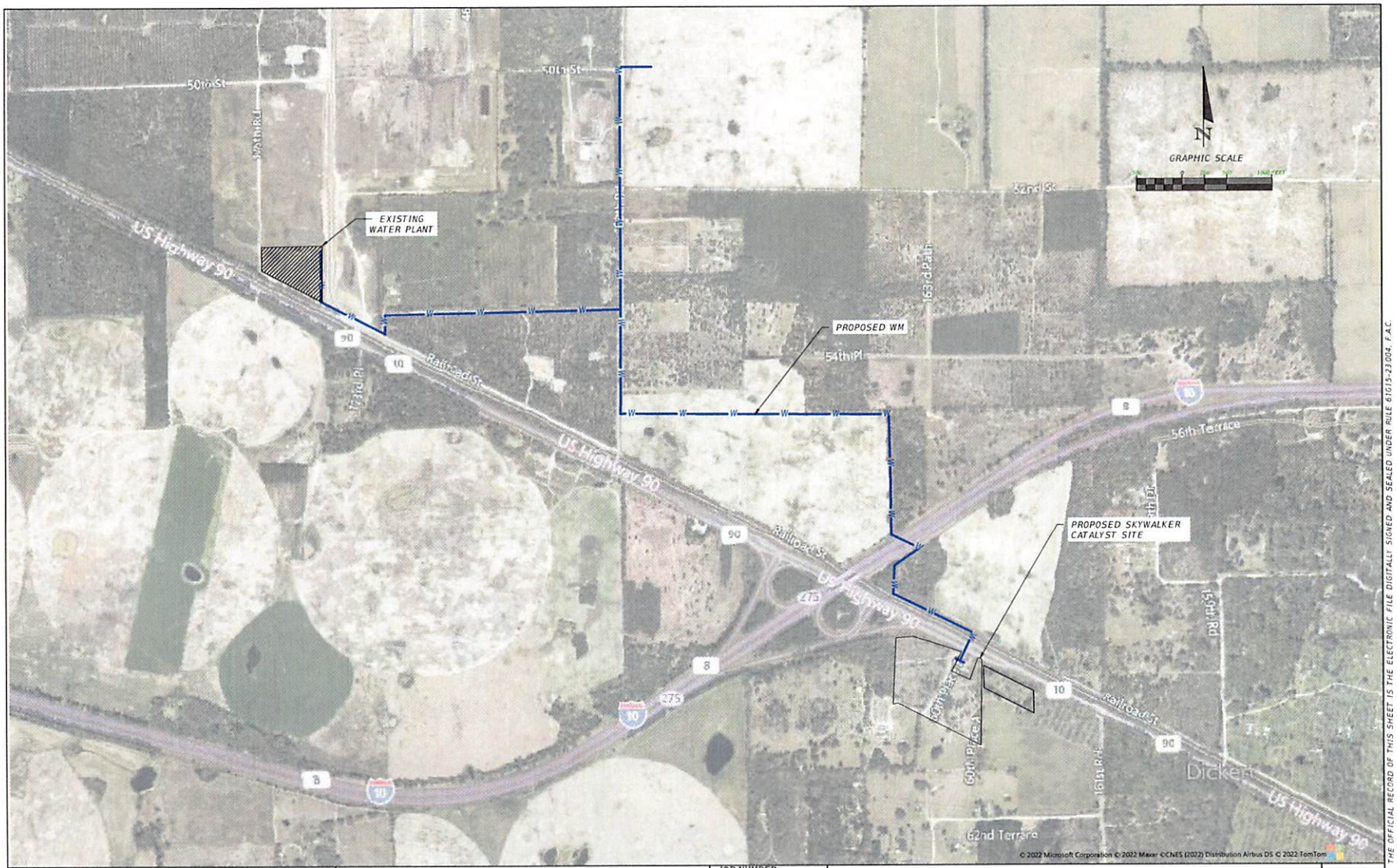
Subtask 8.4 – FDEP Certification – Following the final completion inspection, CONSULTANT shall determine whether the project is in substantial compliance with the FDEP construction permit. CONSULTANT shall thereafter prepare and submit to FDEP the Certification of Completion form and shall request clearance to place the system into service.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Subtask 8.5 - Record Drawings – It is the Contractor's responsibility to maintain throughout the construction period a full-sized set of "as-built" construction drawings with markups of all work omitted from, added to or deviating from the Contract Documents, including as-built survey information and other relevant conditions. CONSULTANT with the assistance of the Construction Engineer shall incorporate the as-built markups into a final set of Record Drawings. CONSULTANT shall make reasonable efforts to coordinate with Contractor for accuracy, but should Contractor not comply with the as-built requirements, CONSULTANT shall only be responsible for incorporating the changes provided. CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of the final Record Drawings.

TASK	**COST**
Survey	$29,500
Subsurface Utility Engineering (SUE)	$15,000
Engineering – Design, Bidding, Post Design	$181,500
TOTAL	**$226,000**

EXHIBIT B - WATER DISTRIBUTION MAIN EXTENSION MAP



REVISIONS	
DATE	DESCRIPTION

NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FL 32056
PH. 386-752-4675
LIC NO. LB8356
2551 BLAIRSTONE PINES DR.
TALLAHASSEE, FL 32301
WWW.NFPS.NET
CA# 29011

JOB NUMBER:

EOR:
TERRY R. WHITE, JR.

P.E. NO.: 37390

WATER DISTRIBUTION LINES
CATALYST SITE
SUWANNEE COUNTY, FLORIDA

SHEET NO. 1

Cayden Sanders 6/30/2022 5:19:27 PM \\2019\L1901015WA\Catalyst Site_Water & Sewer\DSGNRUD01.dwg

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Agenda Item No. 10

Item:

Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with 68th Terrace wastewater lift station & collection/transmission system line.

Budget impact:

paid from Board's professional services line.

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES
68th TERRACE WASTWATER
LIFT STATION & COLLECTION/TRANSMISSION SYSTEM LINE
ENGINEERING SERVICES

This Agreement made this _____ day of July 2022, by and between Suwannee County, FL, herein referred to as COUNTY, and North Florida Professional Services, Inc., herein referred to as CONSULTANT:

The COUNTY requires professional engineering services to design a wastewater lift station and collection & transmission system for developments located along 68th Terrace, herein referred to as the PROJECT.

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

CONSULTANT agrees to provide these additional services for a total lump-sum fee of Ninety-One Thousand and Seven Hundred Dollars and No Cents ($91,700).

This Task Order constitutes a Project Agreement for the PROJECT. CONSULTANT shall perform the Scope of Services as described herein for the development of engineering design documents and related services.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

_____
Clerk

_____
BY: Franklin White
Chairman

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

_____
BY: Gregory S. Bailey, PE
President

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

Exhibit A
CIP Collection & Transmission System Line Extension
Engineering Services

PROJECT DESCRIPTION

Suwannee County (COUNTY) desires to construct a lift station and force main to transmit raw wastewater from future developments to the City of Live Oak's forcemain located on 72nd Trace.

It is anticipated that this C&T extension will consist of approximately 4,700 LF of 4-inch force main with appurtenant fittings, and valves and one (1) lift station. The proposed pipeline route begins on 68th Terrace and follows the route shown on Exhibit B which is attached hereto to Exhibit A.

PROPOSED SCOPE OF SERVICES

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

Task 1 – Planning and Preliminary Design
Task 2 – Survey
Task 3 - Wetlands Study
Task 4 - Subsurface Utility Engineering
Task 5 - Final Design
Task 6 - Permitting
Task 7 - Bid-Phase Assistance
Task 8 – Post Design Assistance

Task 1 – Planning and Preliminary Design

CONSULTANT shall conduct a planning-level review and preliminary design to further detail the proposed route for the water main and to recommend any alternative routing. This task is intended to minimize the need for acquiring additional utility easements or private properties, to minimize the number and extent of conflicts that may require specialty construction materials or methods, and to minimize wetland disturbance and disruptions to water service and vehicle traffic.

Subtask 1.1 – Project Initiation and Kickoff Meeting – Upon Notice to Proceed (NTP), CONSULTANT shall develop a work plan and schedule for the project. A kickoff meeting will be held between CONSULTANT, COUNTY and other stakeholders. The kickoff meeting will provide for discussion and agreement on the project goals and objectives, project scope and schedule, responsibilities and expectations of the various parties, anticipated project challenges, and communication protocols. CONSULTANT shall assist in preparing the meeting agenda and written meeting minutes to document the discussions. A site visit is not anticipated as part of the kickoff meeting.

Subtask 1.2 – Records Review – CONSULTANT shall work with the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), the

COUNTY, and other agencies as needed to develop a better understanding of the existing conditions along the pipeline route, especially regarding buried utilities, as well as any easements and/or public properties that are potentially available for utility usage.

Subtask 1.3 – Preliminary Layout – CONSULTANT shall incorporate the Records Review findings to develop a base map of existing conditions with a preliminary overlay of the proposed water main location and other key features such as the locations of hydrants, valves and horizontal directional drill (HDD) crossings of roads, creeks and/or wetlands. CONSULTANT shall provide to the COUNTY a copy of the preliminary layout for review and comment, and if needed, a meeting will be held for discussion.

Task 2 – Site Survey

CONSULTANT shall conduct a site survey for the entire project limits of construction. The survey will include both natural and improved surface features, including but not limited to, location and identification of roadway features, visible utility and drainage features, wooded areas, right-of-way boundaries, wetland areas, etc.

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If deemed necessary, the CONSULTANT shall conduct an environmental survey of the proposed pipeline route to determine the location and extent of existing wetlands, in order to guide the design and construction of the utilities so as to avoid disturbing or encroaching upon any wetland areas.

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utilities at a limited number of locations. This task is based on an estimated two (2) spot locations for SUE determination. This information will be included on the final survey map.

Task 5 – Final Design

Based on information provided by Tasks 1 through 4, CONSULTANT shall perform final engineering design and develop detailed design drawings and specifications for use in permitting, bidding and constructing the PROJECT. The drawings will include plan & profile utility construction layouts for the entire project alignment, as well as relevant details and material specifications.

Subtask 5.1 – 60-Percent Design Development – CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of design drawings at the 60-percent completion stage for COUNTY's review and comment. A preliminary opinion of probable construction cost will also be submitted at this stage. A review meeting will be held approximately one week thereafter to discuss COUNTY comments and this set of plans once approved by the COUNTY will be used to submit for FDEP and FDOT Permitting.

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Task 6 – Permitting

CONSULTANT shall prepare and submit permit applications as required by the applicable permitting agencies having jurisdiction over the project lands and activities with the 60-Percent drawings. CONSULTANT shall provide required supporting documentation and shall respond to requests for additional information from the permitting authorities as needed for permit issuance. It is the Contractor's responsibility to comply with the permit conditions of all issued permits for the Work.

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Task 7 – Bid-Phase Assistance

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This proposed Scope of Services is based on a total construction period of 12 months, from Notice to Proceed (NTP) to Final Completion. Should the construction period be extended such that additional services, meetings and/or coordination efforts are required/requested, COUNTY shall approve a scope and fee amendment prior to CONSULTANT performing the additional work.

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Subtask 8.4 – FDEP Certification – Following the final completion inspection, CONSULTANT shall determine whether the project is in substantial compliance with the FDEP construction permit. CONSULTANT shall thereafter prepare and submit to FDEP the Certification of Completion form and shall request clearance to place the system into service.

Subtask 8.5 - Record Drawings – It is the Contractor's responsibility to maintain throughout the construction period a full-sized set of "as-built" construction drawings with markups of all work omitted from, added to or deviating from the Contract Documents, including as-built survey information and other relevant conditions. CONSULTANT shall incorporate the as-built markups into a final set of Record Drawings. CONSULTANT shall make reasonable efforts to coordinate with Contractor for accuracy, but should Contractor not comply with the as-built

requirements, CONSULTANT shall only be responsible for incorporating the changes provided. CONSULTANT shall provide to the COUNTY one (1) hard copy and one (1) PDF copy of the final Record Drawings.

TASK	COST
Survey	$20,000
Subsurface Utility Engineering (SUE)	$8,000
Engineering – Design, Bidding, Post Design	$63,700
TOTAL	**$91,700**

Proposed LS Site
Suwannee County / City of Live Oak
EXHIBIT B
Legend
Contours
Subject Parcel
Proposed FM
Proposed LS
Proposed LS
68th Terrace
Unnamed Road
US Hwy 129
72nd Trace
Google Earth
N
1000 ft

Agenda Item No. 11

Item:

Approval of Law Enforcement Salary Assistance grant and adoption of Resolution authorizing Chairman's signature.

Budget impact:

$604,000 to be paid by the State of Florida.

State of Florida
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

GRANT AWARD

Recipient:	Suwannee County Board of County Commissioners
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Start Date:	July 1, 2022
Project End Date:	June 30, 2023
Grant Number:	7G039
Catalog Number:	FDLE Use Only
Grant Amount:	$604,000.00

This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Suwannee County Board of County Commissioners (herein referred to as "Recipient") on behalf of Suwannee County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2022 Legislature, Section 4, Specific Appropriation 1248, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1248, $15,047,787 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	$223,000
Bradford County Sheriff's Office	$535,000
Calhoun County Sheriff's Office	$330,773
Columbia County Sheriff's Office	$1,047,014

Desoto County Sheriff's Office	$397,000
Dixie County Sheriff's Office	$525,000
Franklin County Sheriff's Office	$410,000
Gadsden County Sheriff's Office	$500,000
Gilchrist County Sheriff's Office	$370,000
Glades County Sheriff's Office	$293,000
Gulf County Sheriff's Office	$188,000
Hamilton County Sheriff's Office	$206,500
Hardee County Sheriff's Office	$275,000
Hendry County Sheriff's Office	$598,000
Highlands County Sheriff's Office	$945,000
Holmes County Sheriff's Office	$635,000
Jackson County Sheriff's Office	$990,000
Jefferson County Sheriff's Office	$261,000
Lafayette County Sheriff's Office	$296,000
Levy County Sheriff's Office	$825,000
Liberty County Sheriff's Office	$476,000
Madison County Sheriff's Office	$487,000
Okeechobee County Sheriff's Office	$822,500
Putnam County Sheriff's Office	$1,125,000
Suwannee County Sheriff's Office	$604,000
Taylor County Sheriff's Office	$289,000
Union County Sheriff's Office	$295,800
Wakulla County Sheriff's Office	$653,200
Washington County Sheriff's Office	$445,000

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 1, 2022, the sheriff's offices shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

S0001 Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.

S0002 The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 1, 2022, a report detailing how funds were distributed to officers.

S0003 The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

Section I: Definitions

Expenditure Tracking: The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

Payroll Register: A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

Proof of Payment: Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

Quarterly Payroll Certification Form: A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.

2. The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

Quarterly Reporting Periods: For purposes of this agreement, Quarterly Reporting Periods are based upon the 2022-2023 fiscal year for the State of Florida, which begins July 1, 2022 and ends June 30, 2023.

Spending Plan: A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

Section II: Project Overview

Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties

Recipient Organization: Suwannee County Board of County Commissioners

Project Period: July 1, 2022 to June 30, 2023

Purpose and Scope:

The 2022-23 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 2, 2022, includes an appropriation of $15,047,787 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriff's offices in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2022-2023 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.

Recipient and Recipient's Sheriff Responsibilities:

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2022-2023 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2022-2023 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2022.

Funding provided to the Recipient will not exceed the amount specified in the 2022-23 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

Deliverables:

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the **state** fiscal year (June 20, 2023), must be returned to the Department no later than July 31, 2023. The Department's determination of acceptable expenditures shall be conclusive.

Financial Consequences and Other Requirements:

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2023.

Section III: Payments and Financial Reports

Funds will be disbursed to the Recipient based upon the amount specified in the 2022-2023 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department:

- A copy of this fully executed contract; and
- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2022. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15th day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2022
- January 15, 2023
- April 15, 2023
- July 15, 2023

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2022 and June 30, 2023. After the close of the 2022-2023 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2023 or 30 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2022 – June 30, 2023) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Chief Official

Name Franklin White
Title County Commission Chairperson
Address 13150 80th Terrace
Live Oak, FL. 32060

Phone 386-249-1738
Email

Programmatic Contact

Name Heather Henderson
Title Finance Director
Address 200 S Ohio Ave
Live Oak, FL. 32064

Phone 386-364-3445
Email Heather.henderson@suwanneesheriff.com

Contract/Grant Manager

Name Heather Henderson
Title Finance Director
Address 200 S Ohio Ave
Live Oak, FL. 32064

Phone 386-364-3445
Email Heather.henderson@suwanneesheriff.com

Chief Financial Officer

Name Heather Henderson
Title Finance Director
Address 200 S Ohio Ave
Live Oak, FL. 32064

Phone 386-364-3445
Email Heather.henderson@suwanneesheriff.com

Official Payee

Name Keith Gentry
Address 906 N. Ohio Ave
Live Oak, FL. 32064

Phone 386-362-0547
Email keithg@suwgov.org
FEID # 59-6000873

Appendix B: State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

PAYMENTS

Overpayments
Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

PROJECT AND GRANT MANAGEMENT

Personnel Changes
In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds
Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management
The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel
Costs for travel are not allowable under this grant agreement.

Subcontracts
Subcontracts are not allowable under the terms of this agreement.

Grant Adjustments
Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

Under no circumstances can transfers of funds increase the total award.

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

MANDATORY DISCLOSURES

Conflict of Interest
The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law
The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct
The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants

any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters
Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

Civil Rights
The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify
The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Lobbying Prohibited
The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

Public Records
As required by section 287.058(1)(c), Florida Statutes, the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), Florida Statutes as prescribed by section 119.07(1) Florida Statutes, made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Legal Authorization
The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Independent Contractor, Subcontracting and Assignments
In performing its obligations under this Agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions
The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property
The purchase of or improvements to real property are not allowable under this agreement.

Background Check
Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 Florida Statutes, shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention
Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits
The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, Florida Statutes).

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have

an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Monitoring
The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management
The purchase of property and equipment is not allowable under the terms of this agreement.

Recipient's Confidential and Exempt Information
By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, Florida Statutes The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

Liability

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statutes

Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Suwannee County Board of Commissioners

Signature: _____

Typed Name and Title: Franklin White, Chairperson

Date: _____

SUWANNEE COUNTY RESOLUTION NO. 2022-____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN TO EXECUTE LAW ENFORCEMENT SALARY ASSISTANCE GRANT AGREEMENT AND ASSOCIATED DOCUMENTS.

WHEREAS, the aforementioned grant is to provide salary increases for deputy sheriffs and correctional officers employed by sheriff's offices in fiscally constrained counties.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Suwannee County, Florida, hereby authorizes the County Chairman to execute Law Enforcement Salary Assistance Grant.

.

ADOPTED this 5th day of July 2022.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

_____
Franklin White, Chairman

ATTEST:

_____
Barry A. Baker, Clerk of Circuit Court

Agenda Item No. 12

Item:

Authorize the purchase of LeeBoy RB-50 Broom/Sweeper for Public Works Department.

Description:

Beard Equipment delivered a quote to purchase a LeeBoy RB-50 Broom/Sweeper in the amount of $70,093.20. The quoted price was based on the active Sourcewell Contract #052417-VTL. The budgeted amount for the purchase is $62,000 and the balance of $8,093.20 will be drawn from Public Works funds.

Budget Impact: Budgeted item and additional amount of $8,093.20 to be drawn from other Public Works funds

Requested Action:

- Authorize County Administrator to submit order to Beard Equipment for one (1) LeeBoy RB-50 Broom/Sweeper

LeeBoy

Sourcewell Formerly NJPA
Awarded Contract

Quoted For: **Suwanee County, FL**

Dealer: Beard

Date: 6/14/2022

Sourcewell Contract #: **052417-VTL**

RB-50 Broom

All RB-50 Brooms are equipped with: 74HP Tier 4 Final engine w/rotary pre-cleaner, LED Light Package; Beacon, Front/Rear Work & Turn Signal Lights, 7'6" x 32" Quick Change Poly Brush Core w/12 ga. Fully Enclosed Brush Cover, Back-Up Alarm, Slow Moving Vehicle Sign, ST225/75-15R Tires, and Vandalism Package. **Fully Eclosed Cab w/ROPS that includes:** Padded Seat & Safety Belt, FNR Joystick w/Brush Head Controls (Pivot RH/LH, Raise & Float), Mirror Package: Dual West Coast Mirrors, Variable Down Pressure Control, Front Winshield Wiper, Dome Light, Horn, Turn Signals, 2 Speed Defroster Fan, 12 Volt Outlet, E-Stop Manual Box, Cup Holder, PV380 Digital Display w/Hour & Volt Meter, Oil Pressure, RPM, Fuel and Water Temperature.

TOTAL LIST PRICE BASE UNIT:	CAB	$	72,939.00
Options:			
150 gallon Water Tank w/ Spraying System		$	1,609.00
		$	-
TOTAL:		$	74,548.00
SOURCEWELL DISCOUNT (10%)		- $	7,454.80
TOTAL SOURCEWELL LIST PRICE:		$	67,093.20
FREIGHT SPECIAL ONE TIME PRICING (good for 2 days from the date quoted):		$	3,000.00
TOTAL PRICING DELIVERED TO AGENCY:		**$**	**70,093.20**

POSSIBLE OPTIONS, MANUFACTURE LIST PRICE:

(Options do qualify for the Sourcewell Discount with machine order)

Combination Poly Wafers (includes reusable steel brush tube) (in lieu of Poly Tube)	$	998.00
Combination Poly/Steel Wafers (includes reusable steel brush tube) (in lieu of Poly Tu	$	1,026.00
Poly/Steel Tube Brush (in lieu of Poly Tube)	$	833.00
Forward/Reverse Brush Rotation	$	550.00
Rear Wiper and Washer Assembly	$	550.00
Front Windshield Washer (wiper is standard)	$	278.00
7'6" Front Strike-Off Blade	$	6,853.00
Front Wheel Fenders	$	416.00
Curb Brush	$	4,606.00
Spare Tire and Mount	$	833.00
Back-up / Reverse camera w/in cab color display	$	1,721.00
Cab Air Filtration & Pressure Monitor System (MERV 16 Rated)	$	3,102.00

Radio/CD/Bluetooth w/Dual Speakers and Remote	$	721.00
Telescoping Steering Column (Tilt is standard)	$	222.00
Extended Air Intake (Above Cab)	$	167.00

Agenda Item No. 13

Item:

Authorize County Administrator to place order for CAT 950 GC Wheel Loader for Public Works Department.

Description:

The lease term for the current Deere 644K Wheel Loader expires in Sep 2022 and the equipment must be returned. In light of supply chain issues and manufacturer delays, early ordering for the equipment is necessary. Ring Power provided a quote for annual lease payments in the amount of $35,082.02 over a 5-year term. The quoted annual cost was based on an active Florida Sheriff's Association Contract Bid # FSA20-EQU18.0 Item # 180, Loader, Wheel Loader - 3.0 CU YD.

Budget Impact: The proposed $$35,082.02 annual lease cost for the new equipment will be incorporated into the FY2022-23 budget.

Requested Action:

- Authorize County Administrator to submit order to Ring Power for one (1) CAT 950 GC Wheel Loader

Ring Power Corporation
390 SW Ring Court
Lake City, Florida 32025

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
Suwannee County

5/20/2022

(1) NEW CATERPILLAR 950GC WHEEL LOADER

CONTRACT DETAILS

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Item # 180, Loader, Wheel Loader - 3.0 CU YD
Contract Effective Dates: October 1, 2021 Through September 30, 2022

BASE MACHINE

BASE	Caterpillar 926M Per Sheriff's Contract Specifications	$164,703
554-0849	Upgrade to 950GC, Base Machine Only	$47,636
	TOTAL OF BASE MACHINE	**$212,339**

NON-SPECIFIED OPTIONS

557-3555	REGIONAL PACKAGE, USA	NC
558-1787	COLD WEATHER PACKAGE, AM-N	$1,075
559-4970	LINKAGE, STANDARD, 3V/QC	$545
552-8943	FRAME, MANUAL LUBE, STD OSC	NC
469-3139	COUNTERWEIGHT, 3016 LBS	NC
573-5683	AXLE ARR, (LSD, OPEN)	$2,110
1S-9937	AIR INLET STANDARD, RAIN CAP	NC
521-7456	HYDRAULICS, 2V, W/RIDE CTRL ANSI	$3,575
	2 VALVE HYDRAULICS	INCL
	RIDE CONTROL	INCL
554-0884	LIGHTING, STANDARD	NC
554-1499	LIGHTS, 5 CONNECTORS	NC
562-4197	LIGHTS, WORKING, 4 HALOGEN	NC
553-1404	JOYSTICK W/FNR	NC
489-0438	SUSPENSION SEAT, AIR	$545
391-5315	SEAT BELT, 3", AUTO-ANTI-CINCH	NC
603-0645	PREMIUM CORP RADIO (12V)	$530

579-9102	PRODUCT LINK, CELLULAR PLE641	NC
390-6000	STEERING SYSTEM, STANDARD	NC
554-3399	FAN, REVERSING, ANSI	$750
562-3218	ANTIFREEZE, -34C (-29F)	NC
593-2886	TIRES, 23.5R25 MAXAM MS302 ** L3	$425
392-3725	NO TOOLBOX	NC
471-0569	NO QUICK COUPLER READY	NC
559-9419	BKTA GP GC 115" 4.00YD3 PIN ON	$13,264
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
489-2727	WARNING BEACON, LED	$412
432-7325	FENDER, ROADING, NON-METALLIC	$930
540-0571	GUARD, POWERTRAIN	$1,340
	SUB TOTAL	$25,501
	LESS 17% SHERIFF'S CONTRACT DISCOUNT	($4,335)
	TOTAL OF NON-SPECIFIED OPTIONS	**$21,166**

WARRANTY

	12 MONTH UNLIMITED HOUR PREMIER	INCL
	60 MONTH / 5,000 HOUR PREMIER	**$9,075**

	TOTAL TRANSACTION PRICE	**$242,580**

FINANCE LEASE PROPOSAL
60 MONTH / 5000 HOUR (1000 ANNUAL HOURS)
ANNUAL PAYMENT: $ 35,082.02
GUARANTEED BUYBACK: $ 100,000.00

Todd Sandlin
Ring Power

Agenda Item No. 14

Item: Replacement of CAT D5 Bulldozer at end of lease term

Description:

The lease term for the current CAT D5 Bulldozer expires in May 2023. The unit is in good condition, and it is anticipated the unit will be underutilized by the time of the lease expiration. The buyout price for the bulldozer is $78,120. The low utilization hours and the buyout cost presents the Board with optimal conditions to purchase the unit versus starting a new lease on a replacement unit.

Bulldozer utilization

- 1,405 current hours
- 2,500 hour lease limit (current lease term)
- 744 hours estimated underutilization at term end

Cost Analysis

- Budgetary replacement lease cost: $39,540 per year for 5 yr lease/$197,700
- Budgetary finance to own cost: $24,000 per year for 4 yr term/$96,000
- Buyout option saves the County approximately $101,700 over five years.

Budget Impact: authorize budgeting for lease to own payment currently estimated at $24,000 annually

Requested Action:

- Adopt the finance to own option for the bulldozer

Agenda Item No. 15

Item:

Authorization to advertise a Request for Qualifications from firms which provide construction plan reviews and inspection services.

Description:

This item is for the purpose of eventually having an agreement with a firm which provides construction plan reviews and inspection services on an as-needed basis. Utilization of the services will be at the discretion of the County Building Official. With time-sensitive projects, the Building Official and customers will have an option of expedited permitting, the cost of which will be paid by the customer. A secondary purpose is to have a Threshold Inspector available for projects which require same. Threshold Inspectors perform specialized inspections, which are required in certain circumstances based on building height and/or occupancy.

Requested Action:

Authorization to advertise.

Suwannee County Airport

Executive Summary

Objective:

To award bid for Terminal renovations to Plumb Level Construction LLC, pending County Attorney approval, at the Suwannee County Airport and to allow staff to negotiate for potential value engineering to reduce cost as needed and to sign all related documents.

Considerations:

A grant was awarded on April 2, 2019 for the design portion of the project.

FDOT added additional funds to the project for renovations.

The permission to go out to bid was approved on May 3, 2022.

The bids were opened June 14, 2022.

The bid review was June 20, 2022.

Plumb Level Construction LLC was the only bidder with a base bid of $224,232.00

Budget Impact: 100% funds reimbursed from FDOT or budget funds.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to award the bid for Terminal renovations to Plumb Level Construction LLC, pending County Attorney approval, at the Suwannee County Airport and to allow staff to negotiate for potential value engineering to reduce cost as needed and to sign all related documents.

Respectfully submitted: Dated: July 5, 2022

Greg Scott, CPRP
Parks & Recreation Director
Airport Manager

Administrative Services

13150 80th Terrace Live Oak, FL 32060

Randy Harris, County Administrator

Tabulation Bid No. 2022-24

Airport Terminal Building Renovations

Suwannee County, FL

Respondent	Location	Base Bid	Additive Alternative 1	Additive Alternative 2
Plumb Level Construction Co., LLC	Lake City, FL	$224,232.00	$73,180.00	$17,500.00

BID SUMMARY
(MUST PRECEDE ALL BID DOCUMENTS)

Plumb Level Construction Co. LLC / Kevin Bedenbaugh

232 NW Chaoley LN Lake City, FL 32055 386-365-5264

BIDDER NAME, ADDRESS AND PHONE NUMBER

BID NUMBER: Suwannee County Bid 2022-24

DESCRIPTION OF PROJECT: The project will consist of the construction of renovating the existing Suwannee County Airport Terminal building. Renovations include, but are not limited to, upgraded finishes, new roof, minor reconfiguration of existing walls, improvements to the building exterior, bathroom remodels, and casework.

DATE & TIME OF BID OPENING: June 14, 2022 10:00 A.M.

PLACE OF BID OPENING: Suwannee County Airport
13302 80th Terrace
LIVE OAK, FL 32060

TOTAL BASE BID AMOUNT IN FIGURES: 224,232.00

TOTAL BASE BID AMOUNT IN WORDS: Two hundred twenty four thousand two hundred thirty-two dollars

Plumb Level Construction Co. LLC
BIDDER COMPANY NAME (PRINT OR TYPE)

Kevin Bedenbaugh SR.
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Kevin Bedenbaugh SR
AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE)

6-10-22
DATE COMPLETED

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

SUWANNEE COUNTY AIRPORT TERMINAL RENOVATIONS NFPS Project No.: L1911055SUW		
Lump Sum Bid Price for Base Bid	Includes all terminal renovations as shown within the construction plans and specfications	$ 224,232.00
Additive Alternative No. 1	Metal Roof - Per specifications shown in the construction plans	$ 73,180.00
Additive Alternative No. 2	Replace existing air handler and compressor unit with equal components	$ 17,500.00

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 90 calendar days after the date when the Contract Times commence to run

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bond

B. List of Proposed Subcontractors

C. List of proposed suppliers

D. List of project references

E. Certification regarding debarment, suspension, and other responsibility matters primary covered transactions

F. Bid summary & bid form

G. Public entity crime statement

H. Three (3) references

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Agenda Item No. 17

Set the proposed (not to exceed) millage rate for the 2022-2023 Fiscal Year. (Barry A. Baker, Clerk of Court)

Proposed Tax Revenues
FY 2022-2023

Updated 2022-06-24

Gross Taxable Value (DR-420 Line 4):	$	2,282,917,719	
Each point of a mil (0.1 mil):		$228,292	(approximately)
Each mil (1.0 mil) approximately:		$2,282,918	(approximately)

	Rate	Revenue at 100% (approximately)	Revenue at 95% for budgeting purposes (approximately)	Increase (loss) of revenue compared to 95% of roll-back rate
	8 mils	$ 18,263,342	$ 17,350,175	$ (880,738)
	8.25 mils	$ 18,834,071	$ 17,892,368	$ (338,545)
(2022 Roll-back rate)	8.4061 mils	$ 19,190,435	$ 18,230,913	$ -
	8.5 mils	$ 19,404,801	$ 18,434,561	$ 203,648
	8.75 mils	$ 19,975,530	$ 18,976,754	$ 745,841
(FY 2022 rate)	**9 mils**	**$ 20,546,259**	**$ 19,518,946**	**$ 1,288,034**
	9.25 mils	$ 21,116,989	$ 20,061,139	$ 1,830,227
	9.5 mils	$ 21,687,718	$ 20,603,332	$ 2,372,420
	9.75 mils	$ 22,258,448	$ 21,145,525	$ 2,914,612
	10 mils	$ 22,829,177	$ 21,687,718	$ 3,456,805

Agenda Item No. 18

Set date, time, and location for Tentative and Final Budget Hearings. (Barry A. Baker, Clerk of Court)

TRIM Timeline

2022

Updated 06-29-22

1. **School Board Final Budget Hearing date set for September 6 at 5:30 p.m. - cannot have Board of County Commissioners' budget hearings on that day**
2. Tentative budget hearing must be held between September 3 and September 18 after 5 p.m.
3. Board must advertise the final public hearing within 15 days of the tentative hearing (by September 18 if tentative hearing is held on September 3)
4. *Riverbend News* only runs on Wednesdays, reducing the number of available dates for hearings
5. Ads must be submitted to the *Riverbend News* at least two days before print
6. Final hearing must be held 2-5 days after the ad appears in the *Riverbend News* on Wednesdays (so on a Friday after 5 p.m., all day Saturday, or after 5 p.m. on the following Monday)
7. Based upon the timeline, the following dates are best (with School Board hearing September 6):
    a. Post tentative budget hearing information on County (and Clerk's) website at least 2 days prior to the tentative hearing [per FS 129.03(3)(c)] and must remain for at least 45 days – in other words, post by September 6
    b. **Tentative budget hearing – Thursday, September 8 at 5:05 p.m. (at the Judicial Annex – advertising for it goes out with the Property Appraiser's tax notices)**
    b. Submit ad for final hearing – by Monday, September 12
    c. Final hearing ad published – Wednesday, September 14
    d. **Final budget hearing – Monday, September 19 at 5:05 p.m. (at the Judicial Annex)**
    e. Final budget must be posted on County (and Clerk's) website within 30 days of passing and must remain at least 2 years [per FS 129.03(3)(c)] – in other words, post by October 19
8. Changing these dates will make it very difficult to meet all State requirements and still have time to have the budget ready by October 1

Agenda Item No. 19

Discuss, with possible Board action, Final Plat approval of Duke's Place subdivision. (Ronald Meeks, Planning & Zoning Director)

ABSTRACT & TITLE SERVICES, INC.

111 E. HOWARD STREET
LIVE OAK, FLORIDA 32064
386-362-4419/ FAX: (386)219-0065

June 17, 2022

Ronald Meeks
Planning & Zoning Director
Suwannee County Building and Zoning
224 Pine Ave SW
Live Oak, FL 32064

RE: Plat of "Duke's Place" / 1-41740
Gentlemen:

Please be advised we have made a search and contingent to the following herein report of the Public Records of Suwannee County, Florida from November 1, 2012, up to and including June 17, 2022, public records of aforesaid county, on the following described property:

See Attached Exhibit "A" Attached Hereto And By This Reference Made A Part Thereof.

Fee Title appears to be vested in the following:

Turkey Creek Phase 1, LLC.

The Following items were found of record:

Real Property Taxes are paid in full for the year 2021 and all prior years.

Subject to 2022 real estate taxes which are not yet due or payable.

Subject to Mortgage from Turkey Creek Phase I, LLC, a Florida Limited Liability Company to Broward County Holdings LLC, a Florida Limited Liability Company, dated March 7, 2022, filed for record on March 8, 2022 in OR Book 2340, Page 280, in Public Records of Suwannee County, Florida in the principal sum of $200,000.00; Thereafter modified by Mortgage Modification Agreement, dated March 28, 2022, filed for record April 22, 2022, in OR Book 2352, Page 78, in the Public Records of Suwannee County, Florida.

This report is not to be construed as an opinion, warranty, or guarantee of title insurance policy or as an Ownership Encumbrance Report; and its effective date shall be the date specified through which the public records were searched. This report is being provided for the use and benefit of the Certified Party only, and it may not be used or relied upon by any other party.

IN WITNESS WHEREOF, Abstract & Title Services, Inc. has caused this report to be signed and sealed by an authorized signatory employee on this 17th day of June, 2022, all in accordance with its By-Laws.

Abstract & Title Services, Inc.

Michael H. Harrell
President

Exhibit "A"

BLOCK A

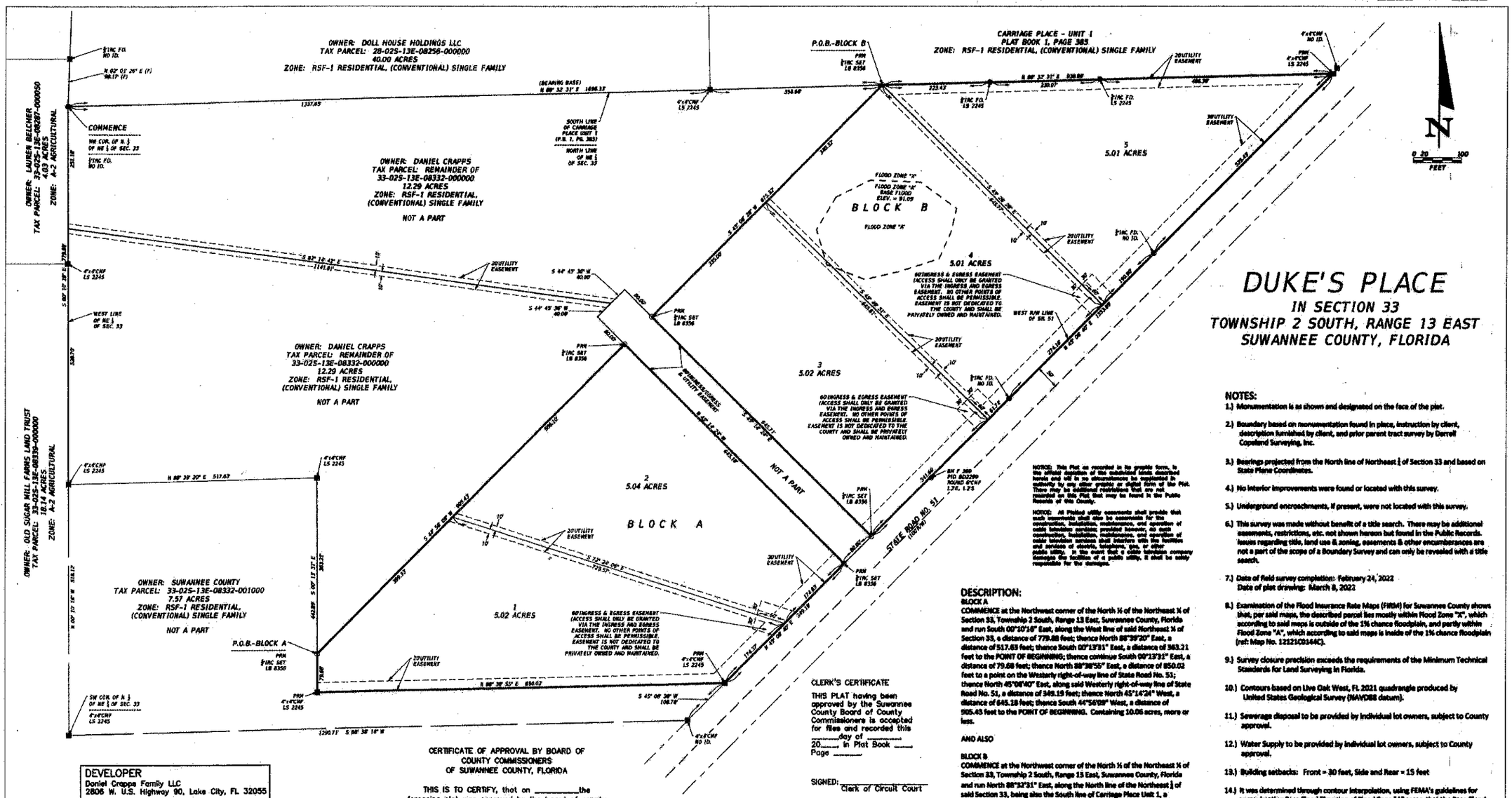
COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run South 00°10'16" East, along the West line of said Northeast ¼ of Section 33, a distance of 779.88 feet; thence North 88°39'20" East, a distance of 517.63 feet; thence South 00°13'31" East, a distance of 363.21 feet to the POINT OF BEGINNING; thence continue South 00°13'31" East, a distance of 79.68 feet; thence North 88°38'55" East, a distance of 850.02 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 349.19 feet; thence North 45°14'24" West, a distance of 645.18 feet; thence South 44°56'09" West, a distance of 905.43 feet to the POINT OF BEGINNING. Containing 10.06 acres, more or less.

AND ALSO

BLOCK B

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North 88°32'31" East, along the North line of the Northeast 1/4 of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 1696.33 feet to the POINT OF BEGINNING; thence South 45°08'28" West, a distance of 675.32 feet; thence South 45°14'24" East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast 1/4 of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida; thence North 88°32'31" East, along said North line of the Northeast 1/4 of Section 33, being also said South line of Carriage Place Unit 1, a distance of 939.86 feet to the POINT OF BEGINNING. Containing 15.04 acres, more or less.

PLAT BOOK_____ PAGE_____



DUKE'S PLACE

IN SECTION 33
TOWNSHIP 2 SOUTH, RANGE 13 EAST
SUWANNEE COUNTY, FLORIDA

NOTES:

1.) Monumentation is as shown and designated on the face of the plat.

2.) Boundary based on monumentation found in place, instruction by client, description furnished by client, and prior parent tract survey by Darrell Copeland Surveying, Inc.

3.) Bearings projected from the North line of Northeast ¼ of Section 33 and based on State Plane Coordinates.

4.) No interior improvements were found or located with this survey.

5.) Underground encroachments, if present, were not located with this survey.

6.) This survey was made without benefit of a title search. There may be additional easements, restrictions, etc. not shown hereon but found in the Public Records. Issues regarding title, land use & zoning, easements & other encumbrances are not a part of the scope of a Boundary Survey and can only be revealed with a title search.

7.) Date of field survey completion: February 24, 2022
Date of plat drawing: March 8, 2022

8.) Examination of the Flood Insurance Rate Maps (FIRM) for Suwannee County shows that, per said maps, the described parcel lies mostly within Flood Zone "X", which according to said maps is outside of the 1% chance floodplain, and partly within Flood Zone "A", which according to said maps is inside of the 1% chance floodplain (ref: Map No. 12121C0314C).

9.) Survey closure precision exceeds the requirements of the Minimum Technical Standards for Land Surveying in Florida.

10.) Contours based on Live Oak West, FL 2021 quadrangle produced by United States Geological Survey (NAVD88 datum).

11.) Sewerage disposal to be provided by individual lot owners, subject to County approval.

12.) Water Supply to be provided by individual lot owners, subject to County approval.

13.) Building setbacks: Front = 30 feet, Side and Rear = 15 feet

14.) It was determined through contour interpolation, using FEMA's guidelines for approximating Base Flood Elevation of Flood Zone "A" areas, that the Base Flood Elevation of the subject area is 91.05 feet. An NGS Benchmark, Designation F 369, PID BD2299, with an elevation of 98.60' (NAVD88) is located near the SE boundary line of Lot 3.

NOTICE: This Plat as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded in authority by any other graphic or digital form of the Plat. There may be additional restrictions that are not recorded on this Plat that may be found in the Public Records of this County.

NOTICE: All Platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas, or other public utility. In the event that a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.

DESCRIPTION:

BLOCK A

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run South 00°10'16" East, along the West line of said Northeast ¼ of Section 33, a distance of 779.88 feet; thence North 88°39'20" East, a distance of 517.63 feet; thence South 00°13'31" East, a distance of 383.21 feet to the POINT OF BEGINNING; thence continue South 00°13'31" East, a distance of 79.68 feet; thence North 88°38'55" East, a distance of 850.02 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°06'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 349.19 feet; thence North 45°14'24" West, a distance of 645.28 feet; thence South 44°56'05" West, a distance of 905.43 feet to the POINT OF BEGINNING. Containing 10.06 acres, more or less.

AND ALSO

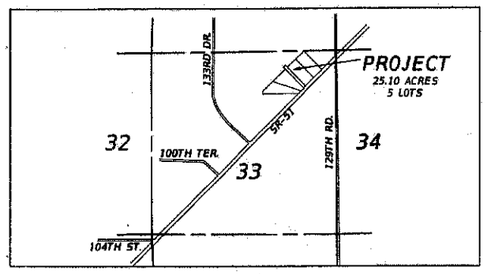
BLOCK B

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North 88°32'31" East, along the North line of the Northeast ¼ of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 1696.33 feet to the POINT OF BEGINNING; thence South 45°08'28" West, a distance of 675.32 feet; thence South 45°14'24" East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast ¼ of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida; thence North 88°32'31" East, along said North line of the Northeast ¼ of Section 33, being also said South line of Carriage Place Unit 1, a distance of 939.86 feet to the POINT OF BEGINNING. Containing 15.04 acres, more or less.

TOTAL ACREAGE = 25.10 ACRES

DEVELOPER
Daniel Crappa Family LLC
2806 W. U.S. Highway 90, Lake City, FL 32055

Contact: Daniel Crappa
Phone: (386) 755-5110



VICINITY MAP
1 IN. = 2000 FT.

LEGEND

CMF=CONCRETE MONUMENT FOUND	T=TANGENT OF CURVE
OE=OVERHEAD ELECTRIC LINE	R=RADIUS OF CURVE
SEC.=SECTION	FD.=FOUND
IPF=IRON PIPE FOUND	L=LENGTH OF CURVE
PLS=PROFESSIONAL LAND SURVEYOR	NO ID=NO IDENTIFICATION
COR.=CORNER	MAINT.=MAINTAINED
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER	PROP.=PROPOSED
NE=NORTHEAST	PC=POINT OF CURVATION
R/W=RIGHT-OF-WAY	CB=CHORD BEARING
NW=NORTHWEST	PT=POINT OF TANGENCY
℄ =CENTER LINE	CD=CHORD DISTANCE
SW=SOUTHWEST	SR=STATE ROAD
℄ =PROPERTY LINE	CHLK.=CHAINLINK
SE=SOUTHEAST	RR=RAILROAD
PP=POWER POLE	TP=TELEPHONE POLE
LB=LICENSED BUSINESS	OT=OVERHEAD TELEPHONE LINE
SP=SERVICE POLE	CR=COUNTY ROAD
P.O.B.=POINT OF BEGINNING	LS=LICENSED SURVEYOR
P.O.C.=POINT OF COMMENCEMENT	TPED=TELEPHONE PEDESTAL
F.O.C.=FIBER OPTIC CABLE	Δ=DELTA ANGLE, CENTRAL ANGLE
F.K.A.=FORMERLY KNOWN AS	IRC=IRON REBAR & CAP
ELEV.= ELEVATION	

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA

THIS IS TO CERTIFY, that on _____ the foregoing plat was approved by the board of county commissioners for Suwannee County, Florida

Chairman

Attest:

CLERK'S CERTIFICATE

THIS PLAT having been approved by the Suwannee County Board of County Commissioners is accepted for files and recorded this _____ day of _____ 20_____, in Plat Book ____ Page _____

SIGNED: _____ Clerk of Circuit Court

ACKNOWLEDGMENT STATE OF Florida COUNTY OF Columbia

The foregoing dedication was acknowledged before me this 31st day of March 2022 by Daniel Crappa for Daniel Crappa Family LLC, as owner. He is personally known to me or has produced _____ as identification and (did / did not) take an oath.

SIGNED: Kristi Mullen
Notary Public

My Commission Expires: 12/25/25

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Daniel Crappa Family LLC, as owner has caused the lands hereon shown to be surveyed, subdivided and platted, to be known as DUKE'S PLACE, and that all Rights-of-Way are hereby dedicated to the perpetual use of the Public for uses as shown hereon.

Daniel Crappa

Witness

Witness

CORPORATE SEAL

COUNTY SURVEYOR-CHAPTER 177 APPROVAL

KNOW ALL MEN BY THESE PRESENT, that the undersigned, being a licenced and registered Land Surveyor, as provided under Chapter 472, Florida Statutes and in good standing with the Board of Land Surveyors, does hereby certify on behalf of Suwannee County, Florida on 05/31/2022 reviewed this Plat for conformity to Chapter 177, Florida Statutes, and said Plat meets all the requirements of said Chapter 177, as amended.

SIGNED: _____

NAME: L. Scott Brett

Florida Reg. Cert. No. LS 5157

SURVEYOR'S CERTIFICATE

HEREBY CERTIFY this to be a true and correct representation of the lands surveyed and shown hereon, that the Survey was made under my responsible supervision, direction and control, that Permanent Reference Monuments have been set as shown and that survey data complies with the Columbia County Subdivision Ordinance and Chapter 177 of the Florida Statutes.

SIGNED: James B. Smith

James B. Smith, P.S.M.
Florida Registered Cert. No. 7355

DATE: 5/31/2022

SHEET 1 OF 1

NORTH FLORIDA PROFESSIONAL SERVICES, INC.
P.O. BOX 3823
LAKE CITY, FL 32056
PH. 386-752-4575
LIC NO. LB8356

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

Agenda Item No 20.

Discuss, with possible Board action, an option to purchase property adjoining Catalyst Site. (County Attorney Jimmy Prevatt)

Agenda Item No. 21

Discuss, with possible Board action, a proposal from Liberty Partners Consulting. (Randy Harris, County Administrator)

LIBERTY PARTNERS
of Tallahassee, LLC

June 29, 2022

The Honorable Franklin White
Chairman, Board of County Commissioners
Suwannee County
13150 80th Terrace
Live Oak, FL 32060

Dear Chairman White:

We would like to thank the Suwannee County Commission for their confidence in Liberty Partners of Tallahassee, LLC (FEI/EIN #271494189). We are pleased to provide governmental consulting services for your consideration.

2022-23 CONTRACT FOR PROFESSIONAL SERVICES

1. *Client; Scope of Services.* Our client in this matter will be the Suwannee County Board of County Commissioners (the "Organization"). We will be engaged to advise the Organization in connection with researching, writing, securing and management and compliance of state-related grant funding opportunities detailed in **Attachment A**.

2. *Term of Engagement.* The term of the engagement will be for twelve (12) months beginning on August 1, 2022 and ending on July 31, 2023. It is not the intent of either the Organization or the firm to terminate this contract prior to July 31, 2023, but either of us may terminate the engagement for cause by a 30-day written notice. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Organization's interests in the above matter and, if you so request, we will suggest to you a possible successor firm and provide it with whatever papers you have provided to us. Unless previously terminated, our representation of the Organization will terminate upon our sending you a final statement for services rendered in this matter. Following such termination, otherwise non-public information you have supplied to us which is retained by us will be kept confidential. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs.

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3. *Fees.* Based on the scope of services outlined in **Attachment A**, these services shall be retained at a rate of:

STRATEGIC PLANNING AND GRANT RESEARCH**:** $2,500 per month.

GRANT WRITING: 1% of total grant application amount. Should the grant prohibit a grant writing fee, the firm and the County shall discuss the fee for grant writing on a case-by-case basis.

PROJECT MANAGEMENT AND GRANT COMPLIANCE: The fee for this service is 5% of the amount of the grant award or maximum allowable under the grant award – whichever is greater.

Full payment is due promptly upon receipt of our statement. If this statement remains unpaid for more than 30 days, we may cease performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees.

4. *Conflicts.* As we have discussed, you are aware that the firm represents many other companies, organizations and individuals. It is possible that during the time that we are representing the Organization, some of our present or future clients will have disputes or transactions with the Organization. The Organization agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our scope of services outlined in **Attachment A** even if the interests of such clients in those other matters are directly adverse to you. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

5. *Confidentiality.* From time to time, the firm may be provided with non-public or proprietary information related to the Organization in order to assist the firm in performing the services outlined in this contract. All such information, whether provided orally or in writing, shall be considered confidential unless subject to disclosure under Florida public records laws. The firm agrees not to disclose any such information to any person without your prior written consent and will provide prompt notice to you of any judicial or quasi-judicial demand for such information.

6. *Client Responsibilities.* The Organization agrees to cooperate fully with us and to provide promptly all information known or available to you relevant to our engagement as well as furnishing the firm with any forms required by the Organization to comply with Florida procurement laws. The Organization agrees to provide the firm with all pertinent information to draft the grant application, to sign off on final grant applications before submission, designating the firm as the point of contact for each grant application, as appropriate, to maintain the role of awardee for all grant applications and adhere to any requirements as such. You also agree to pay our statements for services and expenses in accordance with paragraph 3.

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7. *Staffing.* I will be the primary contact for this engagement along with Tim Parson, Vice President. As needed, we will engage other members of our firm including our Director of Grants Management, Director of Governmental Affairs or any other staff or consultants needed to fulfill the services outlined in this engagement.

Please do not hesitate to contact me at (850) 528-8809 should you have any questions regarding the terms of our engagement. If you are in agreement with these provisions, please sign the contract and return it to my attention: Liberty Partners of Tallahassee, LLC, P. O. Box 390, Tallahassee, FL 32302.

Sincerely,

Jennifer J. Green, CAE, DPL

AGREED TO AND ACCEPTED:

Suwannee County	Liberty Partners of Tallahassee, LLC
By: _____	By: _____
Randy Harris	Jennifer J. Green, CAE, DPL
County Administrator	President & Owner
Date: _____	Date: _____

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Attachment A

1. STRATEGIC PLANNING AND GRANT RESEARCH

This service includes holding initial discussions with Commissioners and staff to determine the priority projects for the County while keeping in mind the attractiveness of funders to regional or cooperative projects. This planning would also include discussions with the County's lobbyist to determine past and future appropriations projects and leveraging current funding as a match to other state grants. Key steps include:

- Identifying potential grant opportunities and determining eligibility requirements, deadline for application, timeline for funding and evaluating matching requirements, if any.
- Assisting in the development of a list of priorities and specific project funding requests (grants) for programs and priorities on the County's capital improvement plan.
- Identifying which of these priorities and specific project funding requests should be addressed at a particular agency and assist in developing written material on each request detailing the project scope, budgetary impact and the funding request amount.
- Researching, identifying and recommending potential state grant or funding opportunities appropriate for the County including those related to economic development and infrastructure.

The fee for these services is $2,500 per month.

2. GRANT WRITING:

This service includes coordinating with, and gathering information from, County vendors or staff such as engineers, planning departments or finance departments and having pre-application discussions with the awarding agencies prior to grant submission. Those agencies include, but are not limited to, the Florida Department of Economic Opportunity, Florida Department of Environmental Protection, Florida Department of State, Florida Department of Transportation and, as appropriate, the Suwannee River Water Management District. Key steps include:

- Carefully assessing each funding opportunity to clearly understand each item requested in the grant application and any requirements for receipt of the award.
- Incorporating a case study of another similar program where funding was awarded and yielded a positive return on investment from that grantee, if applicable.
- Analyzing previously funded grant applications as a guide to develop an effective narrative for the application.

The fee for this service will be a fee of 1% of total grant application amount. Should the grant prohibit a grant writing fee, the firm and the County shall discuss the fee for grant writing on a case-by-case basis.

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3. PROJECT MANAGEMENT AND GRANT COMPLIANCE

This service includes preparing the County's grant award reporting requirements to the awarding agency and coordinating with County staff to meet submission deadlines, reimbursement deadlines and vendor payments. These services include:

- Establishing the communication process between the organization and the awarding agency prior to grant application submission.
- Positioning the County with the awarding agency through long-term agency relationships.
- Reviewing all terms and conditions of the grant award, including payment processes, cost sharing, and program income requirements.
- Negotiating the grant agreement and terms with the awarding agency on behalf of the County, in the most favorable position to the County.
- Supporting the County in meeting required procurement and public hearing deadlines.
- Guiding the County through changes in budget or scope that determine grant eligibility and working with the awarding agency on the extension of grant award deadlines.
- Guiding the County through grant close out issues including final reports.

The fee for this service is 5% of the amount of the grant award or maximum allowable under the grant award – whichever is greater. Should the grant prohibit a grant or project management fee, the firm and the County shall discuss the fee for this service on a case-by-case basis.

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Agenda Item No. 22

Discuss, with possible Board action, mowing, and litter pick-up. (Randy Harris, County Administrator)

Administrative Services

13150 80th Terrace Live Oak, FL 32060

Randy Harris, County Administrator

Tabulation Bid No. 2022-26

Mowing & Litter Pickup

Suwannee County, FL

Respondent	Location	Option 1
Aero Groundtek LLC	Ocoee	$693,000
Green Maintenance & Cleaning, Inc	Lake City	$374,550
Kelly Klean, LLC	Macclenny	$299,000/per year
Suburban Maintenance & Landscaping, Inc.	Hawthorne	$197,098/per cycle $358.36/per mile

Annual Estimated Cost for Mowing & Litter Pick-Up

Personnel	**Wages**
Four Tractor Operators	51,677
(@ 2080/hrs)	54,558
	44,255
	43,249

(Mowing tractors run 7.5 months per year = 62.5%) $ **193,739.00** x 62.5% = **$121,086.00**

Crew Leaders - Litter Pickup	31,820
(@ 1040/hrs)	27,170

$ **58,990.00**

Labor Cost	$	**180,076.00**
Tractor Lease per year	$	**75,042.96**
Insurance	$	**4,676.00**
Fuel Cost (235 gals/mth x $5.32 gal x 4 tractors x 7.5 mths)	$	**37,506.00**
Total Cost	$	**297,300.96**

NOTE: Employees perform other tasks for 4.5 months during non-mowing season

FluidSecure
Simply Smart & Affordable

Suwannee County Public Works

Transaction Report By Personnel

May 01, 2022 12:00 AM - May 31, 2022 11:59 PM

Transaction Type - All Transactions

		Personnel Name : Marcus Carter							
	Product	Date	Time	LINK	Quantity	Transaction Cost	Transaction #	Transaction Type	
Department: 4110-RD - Suwannee County Road Department	Off Road Diesel	13-May-2022	4:00 PM	LO 2 Off Road Diesel	0.00	$ 0.000	7585	Online	
		13-May-2022	4:02 PM	LO 5 Off Road Diesel	103.00	$ 318.270	7586	Online	
		23-May-2022	6:42 AM	LO 2 Off Road Diesel	68.90	$ 290.758	7780	Online	
		23-May-2022	8:47 AM	LO 2 Off Road Diesel	82.15	$ 346.673	7796	Online	
		31-May-2022	6:38 AM	LO 2 Off Road Diesel	80.60	$ 340.132	7966	Online	
		Total Quantity for this Product :			334.65				
		Total quantity by Marcus Carter :			334.65				

Department Total :	334.65	$ 1295.833

Fuel Type	Total Quantity	Transaction Cost
Off Road Diesel	334.65	$ 1295.833

FluidSecure
Simply Smart & Affordable

Suwannee County Public Works

Transaction Report By Personnel

May 01, 2022 12:00 AM - May 31, 2022 11:59 PM

Transaction Type - All Transactions

Grand totals for Report

Department	Quantity
4110-RD	334.65

Product	Quantity
Off Road Diesel	334.65

Report Generated:
June 29. 2022, 10:30 AM

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

_____

2. _____

_____

3. _____

_____

4. _____

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PUBLIC CONCERNS AND COMMENTS

ADMINISTRATOR'S COMMENTS AND INFORMATION

BOARD MEMBERS' INQUIRIES, REQUESTS AND COMMENTS