

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

**TENTATIVE AGENDA FOR MAY 16, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

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

**APPROVAL OF MINUTES:**

1. May 2, 2023 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of changes to Purchasing Policy and adoption of enabling Resolution.
4. Approval of appointment to the Suwannee County Development Authority Board.
5. Approval of Amendment No. 2 to State Revolving Fund DW610410 to reduce the amount rewarded by \$1.00 to zero out the grant.
6. Approval of State-Funded Supplemental Agreement #2 (442872-1-54-01) with the Florida Department of Transportation for a time extension of the SunTrail project and adoption of enabling Resolution
7. Approval of Task Order with North Florida Professional Services in the amount of \$312,400.00 for engineering services associated with the Catalyst Industrial Park master plan study. Budget impact: \$75,000 to be funded from a grant, pending approval, remaining balance to be funded from Board's Professional Services line. Additional grants will be submitted to pay the balance.
8. Approval of Coronavirus State and Local Fiscal Recovery Funds Agreement with the Florida Department of Transportation for construction and construction engineering inspections for the resurfacing of 76<sup>th</sup> Street from US90 to River Road and adoption of enabling Resolution.

9. Authorization to lease one backhoe loader unit from Beard Equipment Company for the Road Department. Budgeted item.
10. Issuance of Certificate of Public Convenience and Necessity (COPCN) to Ameri med EMS for Interfacility Transports only from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney approval.
11. Issuance of Certificate of Public Convenience and Necessity (COPCN) to Hamilton County EMS for Interfacility Transports only from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney approval.

#### **CONSTITUTIONAL OFFICERS ITEMS:**

#### **STAFF ITEMS:**

#### **COMMISSIONERS ITEMS:**

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

#### **GENERAL BUSINESS:**

12. Discuss with possible Board action, Preliminary Plat, and Road Construction Plan approval for Old Sugar Mill Farms Phase VI subdivision. (Ronald Meeks, Development Services Director)
13. Discuss, with possible Board action, establishing a sale price of surplus property located on 10<sup>th</sup> Terrace, Parcel ID No. 04-01S-12E-09421-180490. (Greg Scott, County Administrator)
14. **Additional Agenda Items.** The Chairman calls for additional items.
15. 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.)
16. Administrator's comments and information.
17. Board Members Inquiries, Requests, and Comments.

5:30 p.m.

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

Chairman White called the meeting to order at 5:32 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**The first item on the agenda** was to approve of and authorize the Chairman to execute a Contract for Legal Services with the law firm of Sellers, Taylor, and Morrison, P.A.

Brief discussion ensued on the contract and selection of Adam Morrison from Sellers, Taylor, and Morrison to serve as County Attorney.

**Commissioner Land moved to approve of and authorize the Chairman to execute a Contract for Legal Services with the law firm of Sellers, Taylor, and Morrison, P.A. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2023-53)**

**MINUTES:**

**The second item on the agenda** was to approve the minutes of the April 18, 2023 Special meeting and April 18, 2023 Regular Board meeting.

**Commissioner Perkins moved to approve the minutes of the April 18, 2023 Special meeting and April 18, 2023 Regular Board meeting. Commissioner Land seconded, and the motion carried unanimously.**

Commissioner Hale suggested a transition period for County Attorney Morrison that involved former County Attorney Prevatt. County Administrator Scott replied that he had spoken with Mr. Prevatt, who would wrap up ongoing projects and work with County Attorney Morrison to bring him up to speed.

County Attorney Morrison asked the Board to help him during this transitional period and if they had items of note, to please let him know so that he could work with Mr. Prevatt on them.

Commissioner Land asked about Mr. Prevatt's fees for working during the transition period. County Attorney Morrison replied that it would probably be the same hourly rate as when Mr. Prevatt was County Attorney.

Some discussion ensued on the transition period for County Attorney.

It being after 5:35 p.m., Chairman White moved to Time Specific items.

**TIME-SPECIFIC ITEMS:**

**The eighteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the second of two public hearings to consider adoption of an ordinance approving LDR 23-02, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting Section 4.14.5 (A)(2) Special Exceptions travel trailer parks or campgrounds and adding Section 4.14.5 (B)(3) RV parks or campgrounds (4) other uses that may be compatible with the district as a Special Permit in the Commercial Highway Interchange zoning district; deleting Section 4.4.5 (A)(7) Special Exceptions travel trailer parks or campgrounds and adding Section 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit; and changing the title of Section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such.

Chairman White opened the public hearing.



County Attorney Morrison swore in all those wishing to speak.

Development Services Director Ronald Meeks briefly reviewed the text amendments, stating that this was the second public hearing. He entered the file into the record as Exhibit A.

Brief discussion ensued on the highway interchanges and that the proposed ordinance would not affect RV campgrounds since the changes were focused on agricultural lands.

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

**Commissioner Land moved to adopt an ordinance approving LDR 23-02, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting Section 4.14.5 (A)(2) Special Exceptions travel trailer parks or campgrounds and adding Section 4.14.5 (B)(3) RV parks or campgrounds (4) other uses that may be compatible with the district as a Special Permit in the Commercial Highway Interchange zoning district; deleting Section 4.4.5 (A)(7) Special Exceptions travel trailer parks or campgrounds and adding Section 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit; and changing the title of Section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such. Commissioner Mobley seconded, and the motion carried unanimously. (Ordinance No. 2023-05)**

Chairman White closed the public hearing on this matter.

**The nineteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings regarding LDR 23-03, an application by the Board of County Commissioners to amend Section 5.24 of the Land Development Regulations regarding the use of subdivided lots when a property is reduced in size due to a government taking.

Director Meeks discussed the proposed text amendment and that the reason for the change included the increased rights-of-way along 180<sup>th</sup> Street for bridge replacement and the pending expansion of 169<sup>th</sup> Road near the Catalyst Site that would require small portions of citizens' property. This change would allow the affected homeowners to still build upon the properties as if they were five acres. This was the first of two public hearings, and he entered the file into the record as Exhibit #1.

Some discussion ensued on non-conforming property and that the language in question was only for platted lots due to government takeover of property (rights-of-way).

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

**CONSENT:**

Items 7 and 15 were pulled for discussion.

**The third item on the agenda** was to approve payment of \$3,916,571.38 in processed invoices.

**The fourth item on the agenda** was adoption of a Public Records Request Policy (for the County).

**The fifth item on the agenda** was acceptance of the E911 Rural County Grant in the amount of \$53,094.00, including the Chairman's signature and consent to process invoices totaling the same, to AK Associates for the yearly maintenance of the E911 system. **(Agreement No. 2023-54)**

**The sixth item on the agenda** was approval of appointments to the Suwannee County Development Authority Board.

**The seventh item on the agenda** was approval of changes to the County Purchasing Policy and adoption of an enabling resolution.

This item was pulled for discussion.

**The eighth item on the agenda** was (approval of) and authorization for the Chairman to execute Addendum Number Two to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services. **(Agreement No. 2013-83-02)**

**The ninth item on the agenda** was authorization to advertise a Request for Proposals for litter pick-up.

**The tenth item on the agenda** was authorization to advertise a Request for Proposals for clearing, grubbing, and under-brushing.

**The eleventh item on the agenda** was authorization to advertise Request for Qualifications for Engineering Services.

**The twelfth item on the agenda** was authorization to advertise Request for Qualifications for Architecture Services.

**The thirteenth item on the agenda** was authorization to advertise a Request for Qualifications for Construction Engineering Inspection Services.

**The fourteenth item on the agenda** was authorization to advertise a Request for Qualifications for a Master Plan Study at the Catalyst Site Industrial Park.

**The fifteenth item on the agenda** was to award a Request for Proposals (and award of a contract) to Ring Power Corporation for six (6) CAT 120 motor graders.

This item was pulled for discussion.

**The sixteenth item on the agenda** was to declare seven (7) County-owned properties as surplus and authorize staff to add them to the list designated for auction.

**The seventeenth item on the agenda** was to declare Parcel ID 04-01S-12E-09421-180490 as surplus and authorize staff to obtain the property's appraisal value.

**Commissioner Hale moved to approve consent items 3-6, 8-14, and 16-17. Commissioner Land seconded, and the motion carried unanimously.**

**The seventh item on the agenda** was approval of changes to the County Purchasing Policy and adoption of an enabling resolution.

County Administrator Scott stated that the purpose of the changes was to bring the County in line with surrounding entities and streamline purchases. He discussed the purchasing process in some detail, including concerns with fixed assets, change orders, and professional services. County Administrator Scott recommended tweaking the proposal and bringing it back to the next meeting for approval.

Commissioners Land and Hale agreed to further review and tweaking before approving the policy.

County Administrator Scott discussed waiving bids that could sometimes save the County money.

**The Board agreed to table the purchasing policy changes for now to allow further work.**

**The fifteenth item on the agenda** was to award a Request for Proposals (and award of a contract) to Ring Power Corporation for six (6) CAT 120 motor graders.

Commissioner Land clarified for the public that the CAT 120 was selected for ease of use for road grading instead of the usual CAT 140s.

Some discussion ensued on the proposal and that the graders did have locking differentials.

**Commissioner Land moved to award a Request for Proposals (and award of a contract) to Ring Power Corporation for six (6) CAT 120 motor graders. (Bid No. 2023-08; opened on April 18, 2023). Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2023-55)**

**TIME-SPECIFIC ITEMS:**

**The eighteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the second of two public hearings to consider adoption of an ordinance approving LDR

23-02, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting Section 4.14.5 (A)(2) Special Exceptions travel trailer parks or campgrounds and adding Section 4.14.5 (B)(3) RV parks or campgrounds (4) other uses that may be compatible with the district as a Special Permit in the Commercial Highway Interchange zoning district; deleting Section 4.4.5 (A)(7) Special Exceptions travel trailer parks or campgrounds and adding Section 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit; and changing the title of Section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such.

This item was discussed prior to the consent agenda.

**The nineteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings regarding LDR 23-03, an application by the Board of County Commissioners to amend Section 5.24 of the Land Development Regulations regarding the use of subdivided lots when a property is reduced in size due to a government taking.

This item was discussed prior to the consent agenda.

**PROCLAMATIONS AND PRESENTATIONS:**

**The twentieth item on the agenda** was a presentation by Sarah Beth Stewart, Retail Strategies.

Mrs. Mary Swoope, Industrial Recruitment Manager for Duke Energy, stated that economic development would look different in Suwannee County than South Florida, and Duke Energy was looking to help rural counties. As a result, Duke contacted Retail Strategies to help rural counties through grants.

Mrs. Stewart of Retail Strategies delivered a PowerPoint presentation on plans to add businesses, increase revenues, and help citizens in rural communities.

Commissioner Hale asked if retailers themselves hired Retail Strategies. Mrs. Stewart replied that retailers had their own strategists, but Retail Strategies works with the governments of smaller communities that are often overlooked by large companies.

After questioning by Chairman White, Mrs. Stewart discussed the work done by her company in Lake City since 2013.

Mrs. Stewart noted the variety of businesses that Retail Strategies had helped to bring into communities around the State.

Discussion continued on the services that Retail Strategies could provide, and that it would quickly pay for itself, especially since the County would not pay the company out-of-pocket but use grant funds.

After questioning by Chairman White, Mrs. Stewart stated that her company would work with the entire County, not just the Live Oak area.

The Board thanked Ms. Stewart for her presentation.

Mrs. Marilyn Eaken, 14241 225<sup>th</sup> Road, Live Oak, asked if Retail Strategies also protected small local businesses. Mrs. Stewart replied that her company did protect local small businesses, and often retail brands complemented the local shops.

Mr. Steve Fontana, 21181 144<sup>th</sup> Street, Live Oak, asked about three-year contracts, competitive bids, and funding. Mrs. Stewart replied that the three-year contract helped with government budgeting and also the long lead time for major retailers; however, the County could withdraw from the agreement at any time. She added that there was a competitive agreement between Lauderdale Lakes and Retail Strategies that allowed piggybacking by other government entities.

Economic Development Director Jimmy Norris added that Duke Energy provided the funding for the contract.

Chairman White noted that the biggest retail show of the year would be held in two weeks in Las Vegas, and he hoped the County would hire Retail Strategies to promote Suwannee County there.

Mrs. Swoope noted that the grants were for up to \$25,000 but she could not say whether the County would receive one.

Director Norris stated that even if the grant was not awarded, he had sufficient funding in the Economic Development budget to hire Retail Strategies.

Commissioner Land had no problem with the agreement but suggested making it contingent upon County Attorney approval. Chairman White responded that the County Attorney had already reviewed the contract and had no problems with it.

**Commissioner Perkins moved to accept an agreement with Retail Strategies for consulting services for retail improvements within the County. Commissioner Land seconded, and after discussion about pursuing funding from other sources if necessary, the motion carried unanimously. (Agreement No. 2023-56)**

**CONSTITUTIONAL OFFICERS ITEMS:**

**The twenty-first item on the agenda** was to discuss the Employee Assistance Program.

Captain Tom Warren stated that mental health was a hot topic in law enforcement and the Sheriff wished to utilize approximately \$6,500 left from funding Life Scan for an Employee Assistance Program to assist with counseling, etc. The request was for a one-year trial of the program.

Some discussion ensued on how the program worked.

County Administrator Scott suggested that Fire Rescue also be allowed to use the Employee Assistance Program, since they encountered traumatic events as well.

**Commissioner Mobley moved to allow the Sheriff's Office to utilize \$6,500 of excess funds for the Employee Assistance Program for mental health. Commissioner Perkins seconded, and the motion carried unanimously.**

**STAFF ITEMS:**

Recreation Director Jason Furry mentioned several summer programs that would start soon and thanked Duke Energy for approximately \$12,000 in funding for the Rails to Trails Program. He also reminded the public that starting Friday, there would be an entrance fee for Little River Springs, adding that veterans would continue to have free entrance into the park.

Director Norris updated the Board on various economic projects, tourism videos, and conferences. He stated that Project Wave (Rhino, Inc.) was coming to fruition with a 213,000 square foot building.

**COMMISSIONERS ITEMS:**

Commissioner Land discussed issues with the Courthouse and landscaping for security accreditation, and suggested advertising a Request for Proposals (RFP). There were also building concerns the Maintenance Department was looking into that could probably be funded within its budget.

County Administrator Scott suggested including other Constitutional Officers in the RFP, since they were also located downtown.

Commissioner Mobley discussed holding a workshop for curbside trash pickup, which might help trash on the roads.

**The Board agreed to have County Administrator Scott discuss advertising for RFPs for landscaping on the Courthouse grounds with Clerk of Court Barry A. Baker, the judges and bailiffs, and other affected entities, and then return to the Board for advertising.**



**COUNTY ATTORNEY ITEMS:**

County Attorney Morrison thanked the Board for allowing him to serve and reiterated his request for an itemized list of what needed to be done. He added that just because something had always been done a certain way did not mean that it was the only way, and he asked for suggestions from staff.

**GENERAL BUSINESS:**

**The twenty-second item on the agenda** was to hear an update on County projects.

Greg Bailey, North Florida Professional Services, thanked the Board for attending Rural County Days in Tallahassee. He updated the Board on work on Wideman and Carter Streets in Branford, streets around the Airport, 76<sup>th</sup> Street, Express Street in Branford, Greenway Trail, 153<sup>rd</sup> Road, a grant application for master planning at the Catalyst Site, a request for inclusion for Phase I of the water main extension at the Catalyst Site, CDBG-CV building site revisions, and CR 137.

The Board thanked Mr. Bailey for his company's work.

**The twenty-third item on the agenda** was preliminary plat approval for a replat of Duke's Place Subdivision.

Director Meeks discussed the replat, noting that it was necessary because of a driveway separation issue with the Florida Department of Transportation (FDOT). Two five-acre lots had been combined to become one ten-acre lot, and there would then only be two access points to State Road 51.

**Commissioner Land moved to approve a preliminary plat for the replat of Duke's Place Subdivision. Commissioner Hale seconded, and the motion carried unanimously.**

**The twenty-fourth item on the agenda** was to discuss, with possible Board action, chip seal versus asphalt.

County Administrator Scott stated that after staff had reviewed various short roads to work upon, in total it would cost \$7,500 less to pave with County employees rather than laying chipseal.

Discussion ensued on the various roads that had originally been budgeted for chipsealing, but it was now deemed cheaper to lay asphalt.

**Commissioner Land moved to change various short roads from chip seal to asphalt. Commissioner Mobley seconded, and the motion carried unanimously.**

**The twenty-fifth item on the agenda** was Additional Agenda Items.

There were none.

**The twenty-sixth item on the agenda** was public concerns and comments.

Mr. Bo Hancock, 6135 Wiggins Road, reminded the Board to speak into the microphones. He was also concerned with how the Board had hired Retail Strategies without the public having a chance to review the documentation, since it was advertised as simply a presentation.

Chairman White stated that time was of the essence with the hiring and apologized for the quick nature of the approval.

Mr. Hancock stated that he agreed with the hiring, but the public needed to be kept informed.

Mr. John Koch, PO Box 33, McAlpin, also reminded the Board to speak into the microphones, as he had to use the Board recordings from time to time for his Independent News Service.

**The twenty-seventh item on the agenda** was Administrator's comments and information.

County Administrator Scott updated the Board on chipseal deliveries, asked for a list of items to be discussed at upcoming workshops, and thanked the Board for attending various events around the State that helped to increase revenue and bring in businesses to the County. He also noted that Eric Skeen had retired from Public Works after 42 years of service.

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

Commissioner Perkins discussed ribbon-cutting ceremonies and Rural County Days in Tallahassee.

Commissioner Mobley thanked staff for their work and noted that Paul Mercer had suddenly passed away the previous week.

Commissioner Land noted Mr. Mercer’s passing as a co-worker at Hinton Oil. He also welcomed County Attorney Morrison as County Attorney and then noted that Suwannee County had received approximately \$3 million in appropriations in the past but was now slated to receive \$6 million in the upcoming fiscal year. He thanked the Board, staff, and community partners for their assistance.

Commissioner Hale reiterated comments made by previous commissioners and thanked staff.

Chairman White had nothing to discuss other than what had already been mentioned.

County Administrator Scott asked for a vote on Courthouse landscaping instead of consensus.

**Commissioner Land moved to authorize staff to advertise for RFPs for Courthouse landscaping.**

**Commissioner Perkins seconded, and the motion carried unanimously.**

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

There being no further business to discuss, the meeting adjourned at 7:39 p.m.

ATTEST:

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

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

## **Agenda Item No. 2**

Approval of payment of processed invoices.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Revisions to the Suwannee County Purchasing Policy

#### **Considerations:**

On July 20, 1993, the Board of of County Commissioners adopted Ordinance 1993-03 establishing uniform purchasing policies and procedures. From time to time revisions to those policies and procedures are necessary to comply with current needs and circumstances.

Modifications in spending limits are needed due to:

- Rapid rise of costs incurred by the Board.
- Allows efficiencies in providing services to the County
- Aligns more with comparable governmental agencies

#### **Budget Impact:**

**None**

#### **Recommendation:**

Approval of revisions to the Suwannee County Purchasing Policy and adoption of enabling Resolution.

Respectfully submitted,

Dated: May 16, 2023

Greg Scott,  
County Administrator

**RESOLUTION NO. 2023-\_\_\_\_\_**  
**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF**  
**SUWANNEE COUNTY, FLORIDA, REVISING PURCHASING POLICIES**

**WHEREAS**, on July 20, 1993, the Board of County Commissioners adopted Ordinance 1993-03 establishing uniform purchasing policies and procedures for Suwannee County; and

**WHEREAS**, from time to time, the Board has found it necessary to amend or revise the purchasing policies and have done so by resolution authorized and approved by the Board; and

**WHEREAS**, once again, the Board finds it appropriate to revise those purchasing policies to comply with current needs and circumstances of the Board for the benefit of the citizens of Suwannee County.

**BE IT THEREFORE RESOLVED** by the Board of County Commissioners for Suwannee County, Florida as follows:

The Suwannee County Purchasing Policy was revised as reflected in the attached Draft. The policy shall have full force and effect as of May 16, 2023.

PASSED, ADOPTED and APPROVED, this 16<sup>th</sup> of May, 2023.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

(Seal)

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

ATTEST:

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

# SUWANNEE COUNTY PURCHASING POLICY

May 16, 2023

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**Section 1**  
**Definitions**

The following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the content, words used in the present tense include the future. Words in the plural number include the singular number and words in a singular number include the plural number. The word “shall” is always mandatory and not merely directory. Unless the context of use indicates another meaning or intent, the following words and terms as used in this policy shall have the following meanings.

- A. “County” means Suwannee County, a political subdivision of the State of Florida
- B. “Board” means the Board of County Commissioners of Suwannee County, Florida.
- C. The terms “commodity” and “goods” may be used interchangeably and shall mean any of the various supplies, materials, merchandise, equipment, and other personal property.
- D. “Contractual services” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. Contractual services does not include:
  - 1. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
  - 2. The acquisition of services from other governmental agencies and the performance of services in house, other than those performed by an employee in an authorized position, wherein the rate of pay for the performances of such services, does not exceed the rate of pay for an equivalent authorized position.
  - 3. Outside legal services.
- E. “County Administrator” shall mean the County Administrator of Suwannee County.
- F. “Invitation to bid” means a written solicitation for sealed, competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity or goods or group of commodity or goods or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is used when the County is capable of specifically defining the scope of work for which a contractual service is required or when the County is capable of establishing precise specifications defining the actual goods or commodities required.

- G. "Qualified bidder" or "qualified offeror" means the person who has the capability in all respects to perform fully the contract requirement and has the integrity and reliability which will assure good faith performance.
- H. "Request for proposals" means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is used when the County is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required, and when the agency is requesting that a qualified offeror propose a commodity, group of commodities, or contractual service to meet the qualifications of the solicitation document. A request for proposals includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria.
- I. "Responsive bidder" or "responsive offeror" means a person who has submitted a bid which conforms in all material respects to the invitation to bid or request for proposal.

**Section 2**  
**Constitutional Officers**

Nothing contained herein shall be construed as requiring Suwannee County's constitutional officers (Clerk of Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector) to be covered by the provisions of this ordinance.

**Section 3**  
**Conflict of Interest**

No officer of the County shall contract with or have any business dealings with the County whereby they may derive income or benefits other than those provided as remuneration from the County for their employment. However, no officer or employee of the County shall be prohibited from purchasing, at public auction authorized by law, used goods or materials from the County on the same basis as are all other members of the public. Further, the County may purchase from any employee or officer any real or personal property owned by such officer or employee when it is determined to be needed for County business, provided that the consideration paid for such property does not exceed its fair market value.

County Commissioners are not allowed to bid on any piece of equipment the Board has voted to surplus. No Department Head shall bid or purchase a piece of equipment that he/she has recommended the County surplus.

**Section 4**  
**Adoption of Purchasing Policies**

The Board shall adopt by resolution the Purchasing Policies of Suwannee County. The Purchasing Policies, when adopted, shall have the full force and effect of law. The Board may amend the Purchasing Policies, from time to time, by resolution approved by the Board at regularly scheduled commission meetings.

**Section 5**  
**Purpose**

The fundamental purpose of Suwannee County Purchasing and Procedures is to establish uniform guidelines for the procurement of materials and services. They will also serve to provide a foundation for effective and consistent County/Vendor relationships. The county policies will be continually fulfilled when procurement activities result in the highest quality of supplies and contractual services at least expense to the county.

**Section 6**  
**Applicability**

The purchasing rules and regulations adopted by the Suwannee County Board of County Commissioners shall be designed consistent with the policies established for procurement of goods and services. Rules, regulations and procedures shall be adopted and may be amended from time to time by the Board of County Commissioners. As such, all procurement activities shall be accomplished in a manner consistent with county policy.

**Section 7**  
**Responsibility**

It shall be the individual responsibility of each county employee involved in the procurement process to understand and adhere to the adopted purchasing policies, procedures and regulations of Suwannee County. The County Administrator or his designee shall be responsible for coordination of the purchasing function and department assistance with respect to legal/ formal bidding and informal quotations. **This office shall develop and maintain a list of vendors by type of product or service.**

**Section 8**  
**Purchase Orders**

- A. The purchase order is the legal document authorizing the purchase of and subsequent payment for materials, supplies and equipment. The purchase order is the control and reference number for all purchases. A purchase order is not required for the following:
1. Salaries
  2. Routine overhead such as, electricity, phone services.
  3. Postage
  4. Dues
  5. Insurance
  6. Subscriptions

7. Services included in contracts

- B. Purchases orders are to be completed for all purchases over ~~\$100~~ **\$200**. Purchase orders are to be sent to the finance office with the invoice for payment. No invoice over ~~\$100~~ **\$200** will be paid without a Purchase Order.

Purchase orders will be identified accordingly: **with department name, address, invoice date, vendor name and PO number.**

~~Public Works~~ which includes the road and landfill departments and will be identified with department name, address, and PO number.

~~Library~~ will be identified with department name, address, and PO number.

~~Administration~~ which includes County Administrator, Coliseum, Veterans Services, Human Resources, Airport, Planning and Zoning, Addressing, Building Department, Maintenance and Custodial, will be identified as Suwannee County Administration Department, address, and PO number.

~~Recreation Department~~ will be identified with department name, address, and PO number.

~~Extension Office~~ will be identified with department name, address, and PO number.

~~Fire Rescure~~ will be identified with department name, address, and PO number.

C. Issuance Of Purchase Orders

All Department Heads, Department Directors and Supervisors are authorized to sign purchase orders in accordance with Suwannee County Purchasing Policies, Section 9.

D. Routing Of Purchase Orders

Purchase orders will be printed in duplicate. Top copy shall be sent to Finance with invoice, ~~Second~~ a copy ~~to~~ **will** be retained by issuing department.

E. Emergency Purchase Orders

If an emergency purchase must be made after regular working hours of 7:30 AM to 5:00 PM, Monday through Friday, the purchase order is to be completed on the next business day and submitted to finance, with the invoice for payment.

**Section 9**  
**Payment Request**

Payment requests for items or contracted services to the Clerk of Court/Finance Department shall be authorized (signature required) as follows:



During periods of his/her absence, the Department Head's designee may authorize payment to be made.

**BUDGETED:**

AMOUNT OF CONTRACT OR EXPENDITURE	AUTHORIZED SUPERVISOR	DEPARTMENT HEAD	COUNTY ADMINISTRATOR	BOCC
\$0 to \$5000	X			
Above \$5000 to \$15,000		X		
Above \$15,000 to \$35,000			X	
Above \$35,000				X

- A. The Board of County Commissioners shall award all projects in excess of \$15,000 \$35,000. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.
- B. Invoices submitted to the Finance Department for payment shall include an authorized signature (See above table) and the appropriate account number.

**Section 10**  
**Informal Competitive Purchases with quotes**

The Board of County Commissioners shall award all projects in excess of \$15,000 \$35,000. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.

- A. Informal Competitive Purchases  
The following describes the authority and approvals required for expenditures made by authorized county employees:
  1. Up to \$500 \$1000  
Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to \$500 \$1000 in value.
  2. In excess of \$500 \$1000 to \$5000 \$15,000  
A purchase made by authorized supervisors and approved by the department head for an item or service in excess of \$500 \$1000, but no more than \$5,000 \$15,000 requires at least two (2) documented written quotations.
  3. In excess of \$5,000 \$15,000 to \$15,000 \$35,000  
A purchase made by Department Heads following approval by the County Administrator for an item or service in excess of \$5,000 \$15,000 but no more than \$15,000 \$35,000

requires at least three (3) documented written quotations unless any one of the following circumstances exists in which multiple quotes are not required:

- a. When, due to the nature of service, or type of product required, there is no known competition in the marketplace.
- b. When the product is being procured directly from the manufacturer.
- c. When standardization is determined necessary.
- d. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- e. When purchases are made utilizing contracts or agreements made by other governmental agencies.
- f. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.

(Revised: Resolution No. 2019-04, approved 10/16/2018)

## **Section 11** **Formal Competitive Bidding**

A. In excess of \$15,000 \$35,000

All purchases for equipment, commodities or services anticipated to exceed ~~\$15,000~~ **\$35,000** in cost shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Board of County Commissioners.

B. Competitive Bidding Process

The competitive bidding process shall be accomplished as follows:

1. Departments are to forward specifications to the Administration Office for advertising. Public invitation to bid shall be advertised in local newspaper at least ten (10) calendar days prior to bid opening date.
2. Invitation to bid shall include a general description of the items or services being requested and any other special or unique aspects of the County's requirement.
3. As numerous Suwannee County vendors offer products and services utilized by County Government operations, departments are encouraged to contact local vendors in their solicitation of commodities and contractual services.
4. Bids to be submitted with five copies, one copy for originating department, one copy for Clerk of Court, three copies for the Administration Office.



5. Bid Summary page required to precede all bid documents.
6. Alternate bids, when applicable, will be submitted on page immediately following the Bid Summary page.
7. Bid Bonds (when applicable)  
Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company. When the bids have been opened and compared, the County will return the bonds of all except the two (2) lowest-responsive bidders. When a contract is executed by the lowest responsive bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirement, have been furnished to Suwannee County, the bid bonds of the two (2) lowest bidders shall be returned. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.
8. All bids to be submitted by 4:00 p.m. on the due date to:  
  
Cashier's Window  
Suwannee County Clerk of Court  
200 South Ohio Avenue  
Live Oak, FL 32064
9. Bids will be date and time stamped by the Clerk's Office showing the time displayed on the clock **in located at the** cashier's window.
10. Bids shall be opened and read aloud at a scheduled public meeting on the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be duly noted as received by the Clerk of Court Office. The Clerk of Court office shall maintain all original bids. The Administration Office will maintain copies of all bids and bidding documents.
11. At bid opening, the only information that will be read aloud will be the name of the bidder, the amount of the bid.
12. Copies of bids and associated documents will be made available to the public upon request.

~~13. A Bid Review Committee to be appointed by the County Administrator and shall include County Administrator, Clerk of Court Representative, Human Resources Director, Department Representative and others at the discretion of the County Administrator.~~

14. ~~13.~~ The Bid Review Committee **County Administrator, Department Head, or designee(s)** will review the bids assuring that all required documents are submitted as requested.

15. ~~14.~~ All bid tabulations and recommendations will be forwarded to the Board of County Commissioners for consideration.

16. ~~15.~~ The Board of County Commissioners may reject any **and or** all bids or negotiate with the **low best lowest** bidder when it is in the best interest of the county to do so. The Board may waive irregularities in any or all formal bids and reserves the right to request and obtain missing or additional information from bidders.

17. ~~16.~~ Prior to contract agreement being sent out or submitted to the Board, the County Attorney will review the contract for accuracy and legality.

18. ~~17.~~ The Contract Agreement will not become binding until signed by the Chairman of the Board, Clerk of Court and successful bidder.

19. ~~18.~~ The Chairman of the Board when authorized by a majority vote of the Board of County Commissioners is authorized to execute contracts.

The responsive **best** low bid will be submitted to the Board of Commissioners with a recommendation for award and execution of agreement.

## **Section 12** **Competitive Bidding Waived**

Formal and informal competitive bidding procedures shall be waived when any of the following circumstances exist:

- A. When, due to the nature of service or type of product required, there is no known competition in the market place.
- B. When the product is being procured directly from the manufacturer.
- C. When standardization is determined necessary.
- D. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- E. When purchases are made utilizing contracts or agreements made by other governmental agencies.



- F. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.
- G. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may, by separate resolution, authorize department to accept short-term **bids quotes** or negotiate with suppliers for the best pricing.
- H. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Head or his designee may ask the Board Chairman to waive the competitive bidding process. The Board Chairman may waive the competitive bidding process for purchases or contracted services up to ~~\$25,000~~ **\$75,000**. The Board Chairman may authorize purchases or contracted services for ~~\$25,000~~ **\$75,000** or more when an emergency exists and report his/her actions at the next regular Board meeting.

### **Section 13** **Tie Bids**

Whenever two or more bids are equal with respect to price, quality, and service the following criteria may be used for award consideration:

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirement.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).
- E. Compliance with the provisions of Drug-Free Workplace Act.
- F. In the case of foreign manufacturing companies, preference pursuant to Florida Statute § 287.092.**

### **Section 14** **Award Considerations**

Unless all **bids** are rejected, pursuant to Section 11 ~~(2)(P)~~ **(15)**, bids for items or services shall be awarded to the qualified and responsive bidder who submits the net **best** lowest responsive bid meeting all the purchasing policies of the County. Qualified bidders shall be determined based on the following criteria:

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- B. Experience and past performance.

- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).

**Section 15**  
**Contract Requirements**

A. Bid Bonds

Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company. When the bids have been opened and compared, the County will return the bonds of all except the two (2) lowest responsive bidders. When a contract is executed by the lowest responsive bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirement, have been furnished to Suwannee County, the bid bonds of the two (2) lowest bidders shall be returned. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.

B. Public Construction Bond (If applicable)

On each public construction project exceeding \$200,000 in cost, the successful bidder shall provide to County within thirty (30) days after written notice of award a public construction bond in accordance with the provisions of Section 255.05, Florida Statutes, in the amount of one hundred percent (100%) of the contract price issued by a corporate surety approved by County having a rating of no less than A- by A.M. Best & Company and qualified to do business in State of Florida.

C. Attorneys-in-Fact

Attorneys-in-fact who sign bid bonds or public construction bonds must file with each bond a certified and effective dated copy **of** their power of attorney.

D. Insurance Requirements

All public construction projects shall require the contractor to secure all insurance requirements specified in the bid documents and specifically name the county as "additionally insured" on the certificate(s). Insurance requirements may vary depending on the scope of work; however, they shall not be less than \$1,000,000 bodily injury/property damage per occurrence for comprehensive general liability and \$2,000,000 general aggregate including products and completed operations. Worker's compensation as prescribed by Florida Statute.



E. Public Entity Crime Statement

Contractors and vendors shall be required to submit a Public Entity Crime Statement pursuant to F.S. 287.133.

F. E-Verify

Effective April 1, 2011, all vendors/contractors doing business with Suwannee County, Florida, shall utilize the US Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons working for or on behalf of said vendor/contractor in Suwannee County.

All advertisements for bids and all contracts shall include the following language: Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Contractor during the term of the Contract who will to perform employment duties within Suwannee County, Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

G. Vendor/Contractor shall provide a copy of IRS form W-9.

H. A notice to proceed will be issued once the County Administrator is satisfied that all County requirements have been met.

I. Copies of all contracts shall be provided to the Clerk of the Court, County Attorney and County Administrator.

**Section 16**  
**Change Orders**

Change orders not exceeding \$5,000 may be authorized by the Department Head. All change orders in excess of \$5,000 must be **reviewed by the County Administrator and approval** authorized by the Board unless a delay is against the public interest in which case the Chairman shall authorize the work and report his action at the next Board meeting.

**Section 17**  
**Bid Protest Procedure**

After posting of bid tabulation on demandstar.com any actual or prospective bidder or proposer who is aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the County Administrator or his or her designee.

A. The protest must be submitted within three (3) business days after posting of the bid tabulation on demandstar.com. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the County Administrator's office with the protest bond in the appropriate amount.

- B. Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the County Administrator's office at the time of filing, a protest bond payable to the Suwannee County Board of County Commissioners. This written request to convene a formal protest must be accompanied by a protest bond of an amount of equal to one percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (5,000.00). This bond shall be by a U.S Postal Service money order, certified cashiers or bank check payable to the Suwannee County Board of County Commissioners. Failure to post such bond shall result in the protest being dismissed by the County Administrator or his or her designee.
- C. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the County prevails, the bond shall be forfeited to the County. The entire amount of the bond also shall be forfeited if the County Administrator or his or her designee determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.
- D. Stay of bid during protest. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the County Administrator or his or her designee shall stay the award of the contract, unless the County Administrator, with the advice of the County Attorney, and after consultation with the affected department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.
- E. The County Administrator or his or her designee, shall have the authority to review and attempt to resolve the protest informally.
- F. If the protest has not been informally resolved by the County Administrator or his or her designee and the protestor wishes to pursue the protest, the protestor shall be required to request that a formal protest hearing be convened before a protest committee comprised of the County Administrator, the County Attorney, and the affected department director. This request shall be made in writing to the County Administrator or his or her designee within three (3) business day of issuance of the County Administrator's or his or her designee's determination. The protest hearing shall be held within ten (10) business days of the receipt of such request.
- G. The protest shall state the particular grounds on which it is based and may include such additional written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the protest.

- H. At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the Board of County Commissioners within fourteen (14) days after the hearing.
- I. After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the Board of County Commissioners. At this time, protestors shall be allowed to present evidence and testimony to the Board of County Commissioners. At the conclusion of such testimony by the parties involved, the board shall by majority vote accept or reject the decision and recommendation of the protest committee.
- J. The determination by the Board of County Commissioners shall be the final and conclusive decision by the County regarding a bid protest. Any appeal by a protestor shall be by certiorari to the Fifth Judicial Circuit Court.
- K. Prohibition of lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board of County Commissioners with respect to a pending award of a contract. Any bidder engaging in a protest to the Board as allowed under this section shall comply strictly with the requirements and restrictions of this section. The Board of County Commissioners may disqualify a bid, a proposal, or a protest in connection with a procurement matter where the County Commissioners or any representative of the Commission has been lobbied.

**Section 18**  
**Procurement Of Professional Services**

- A. Procurement of professional architectural, engineering, landscape architectural, or **land surveying and mapping** services for projects estimated to be in excess of ~~\$120,000~~ **\$325,000** in construction costs or planning studies in excess of ~~\$10,000~~ **\$35,000** shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended from time to time.
- B. For all professional service contracts requiring Board approval; **- except those professional service contracts with a pre-existing continuing contract vendor as defined by Florida Statute § 287.055(2)(g) as amended** - a committee, appointed by the County Administrator, shall recommend a firm and negotiated contract to the legislative body for approval following the RFQ procedure and associated scoring.
- C. Appraisal, auditing and accounting, financial, outside legal and medical services shall be secured at the discretion of Board of County Commissioners in the best interest of Suwannee County.

**Section 19**  
**Accountability Of Tangible Assets**

The procurement of items of \$2,500.00 or greater shall be considered a tangible asset. All tangible assets shall have a property card and identification number assigned to the item. A



Report of Acquisition or Disposition of Property Form shall be filled out in its entirety, with a copy of the purchase invoice attached. The forms will be forwarded to Administration for the issuance of an identification number. The yellow copy will be returned to the department for their records and the property sticker shall be placed on the tangible asset.

~~(Revised: Resolution No. 2021-37, approved 7/6/2021)~~

Surplus property procedure:

All property (with a property ID number) subject to being surplus requires prior authorization from the Board of County Commissioners. Following an affirmative vote by the Board, the property identification number and a description of the item shall be forwarded to the Administrative Office. Disposal of subject property shall be coordinated through the County Administrator.

**(Revised: Resolution No. 2023-( ), approved 5/16/2023)**

DRAFT

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Appointment of Paul "Trey" Chauncey, III, to replace Jerry Fortner on the Suwannee County Development Authority Board.

#### **Considerations:**

This is a commissioner-appointed position.

Mr. Chauncey resides in District 1.

#### **Recommendation:**

Approval of appointment of Paul "Trey" Chauncey, III, to replace Jerry Fortner on the Suwannee County Development Authority Board.

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: May 20, 2023

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Execute State Revolving Fund DW610410 Amendment 2.

**Considerations:** Amendment 2 reduces the amount awarded by \$1.00 to zero out the grant. Project is complete. Reimbursements are complete.

**Recommendation:** Staff respectfully requests the Board of County Commissioners to authorize County Chairman, County Clerk, and County Attorney to execute the amendment.

Respectfully submitted,

Dated:

Greg Scott,  
County Administrator



**STATE REVOLVING FUND  
AMENDMENT 2 TO LOAN AGREEMENT DW610410  
SUWANNEE COUNTY**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and SUWANNEE COUNTY, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW610410, as amended, authorizing a Loan amount of \$1,347,985, excluding Capitalized Interest, including a Principal Forgiveness amount of \$1,347,985; and

The Loan Amount, Principal Forgiveness amount, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$1.00 of which the Principal Forgiveness portion is \$1.00. The revised total amount awarded is \$1,347,984.00. Of that, the Principal Forgiveness is \$1,347,984.00.

2. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS98452221-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	\$1,347,984	140129

3. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,307,055
Technical Services During Construction	40,929
SUBTOTAL (Total Disbursed)	1,347,984
Less Principal Forgiveness	(1,347,984)
TOTAL (Loan Principal Amount)	0

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW610410 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for  
SUWANNEE COUNTY

\_\_\_\_\_  
County Chairman

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Clerk  
SEAL

\_\_\_\_\_  
County Attorney

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date

**SUWANNEE**  
Parks & Recreation  
Executive Summary

**Objective:**

To authorize the Chairman, or his designee, to execute State-Funded Supplemental Agreement #2 (#442872-1-54-01) and adoption of enabling resolution with the FDOT for a time extension of the SunTrail project.

**Considerations:**

The original agreement was approved August 3, 2020 with an construction expiration date of June 30, 2023.

This supplemental agreement is for an extension of time making the new date December 31, 2024.

Due to issues that have now been resolved, we were not able to move forward on the construction of the project.

The project will connect the Suwannee River Greenway at Branford to the Ichetucknee to O'Leno Trail in Columbia County.

Budget Impact: none – paid for with FDOT funds.

**Recommendation:**

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to authorize the Chairman, or his designee, to execute State-Funded Supplemental Agreement #2 (#442872-1-54-01) and adoption of enabling resolution with the FDOT for a time extension of the SunTrail project.

Respectfully submitted:

Dated: May 16, 2023

Jason Furry, CPRP  
Parks & Recreation Director

RESOLUTION \_\_\_\_\_

**WHEREAS**, the State of Florida Department of Transportation and Suwannee County, Florida, desire to undertake a project which is known as the design, construction and construction engineering and inspection of the Suwannee River Greenway Trail at Branford including widening, resurfacing and bridge rehabilitation including miscellaneous construction from CR 248 to SW Riverside Avenue (a portion located in Columbia County);

**WHEREAS**, the State of Florida Department of Transportation has requested the Suwannee County Board of County Commissioners to execute and deliver a State-Funded Grant Supplemental Agreement #2 for the construction and construction engineering and inspection of the Suwannee River Greenway Trail at Branford including widening, resurfacing and bridge rehabilitation from CR 248 to SW Riverside Avenue (a portion located in Columbia County) to the State of Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS OF LIVE OAK, FLORIDA:

1. The Board hereby agrees to enter into the FDOT Agreement.
2. The Board authorized the Chairman or his designee to execute the FDOT Agreement.
3. A certified copy of this Resolution will be forwarded to FDOT with the executed agreement.
4. This resolution shall take effect immediately upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Suwannee County.

SUWANNEE COUNTY BOARD OF  
COUNTY COMMISSIONERS

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

Franklin White, Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk

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

525-010-60  
PROGRAM MANAGEMENT  
12/18  
Page 1 of 1

SUPPLEMENTAL NO.

2

CONTRACT NO.

G1P81

FPN

442872-1-54-01

Recipient: Suwannee County

This Supplemental Agreement ("Supplemental"), dated \_\_\_\_\_ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 8/24/2020 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

---

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

Extend the contract from 6/30/2023 until 12/31/2024 based on request below (Exhibit A)

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

There are issues with permitting for the river crossing portion of the project.

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

RECIPIENT:  
Suwannee County

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

Name:

Title:

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

Name: Greg Evans

Title: District Two Secretary

Legal Review:

---

Exhibit A  
**SUWANNEE**  
**Parks & Recreation**

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April 17, 2023

Ms. Kimberly Evans, CPM, FCCM  
Local Programs Section – MS 2014  
Florida Department of Transportation  
1109 South Marion Avenue  
Lake City, FL 32025

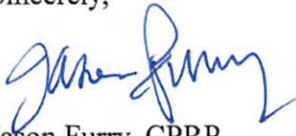
RE: SunTrail - FDOT #442872-1-54-01  
Suwannee River Greenway at Branford CR 248 to Ichetucknee River

Dear Ms. Evans:

Due to issues beyond our control in permitting for the river crossing, Suwannee County is respectfully requesting an eighteen-month time extension of the current June 30, 2023 expiration date for the above referenced project. We feel that the project should be able to be completed by December 31, 2024.

Please let me know if you have any questions or concerns.

Sincerely,



Jason Furry, CPRP  
Parks & Recreation Director

JF/djs



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of North Florida Professional Services (NFPS) task order to complete the Catalyst Industrial Park (CIP) master plan study.

#### **Considerations:**

- The Economic Development department is pursuing several business opportunities requiring infrastructure services in the County CIP and surrounding area
- The infrastructure-related services for the overlapping opportunities presses the need to implement the services in support of finalizing the business development prospects
- No master planning effort has been completed for the CIP that manages the growth, expansion, or addition of new infrastructure services
- Proposed NFPS task order will produce a master plan study for potable water, wastewater, stormwater, gas transmission, and transportation, including roadway and rail
- The cost is \$312,400

#### **Budget Impact**

- A Community Planning Technical Assistance (CPTA) grant application has been submitted to DEC for \$75,000 to offset master planning costs
- The remaining balance of \$237,400 will be billed to the Board's professional services line ( $\$75,000 + 237.400 = \$312,400$ )
- Additional grants will be submitted to pay the balance

#### **Recommendation:**

- Approval of task order with North Florida Professional Services (NFPS) to complete the Catalyst Industrial Park master plan study for a cost of \$312,400 and authorize the Chairman to execute all related documents

Respectfully submitted,

Greg Scott,  
County Administrator





# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



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



www.nfps.net

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

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

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

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

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

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

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk

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

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

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

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



# NFPS



PO BOX 3823  
LAKE CITY, FL 32056



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



www.nfps.net

## Exhibit A CIP Master Plan Study

### PROJECT DESCRIPTION

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

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

1. The COUNTY's existing water treatment plant (WTP) with wells, storage and distribution systems will be expanded in phases to provide potable water service to the CIP properties.
2. The proposed COUNTY's wastewater treatment plant (WWTP) with collection and disposal systems will be constructed in phases to provide central wastewater service to the same properties.
3. The proposed County's natural gas element with a gate station and transmission lines will be constructed in phases to provide gas service to the CIP properties.
4. The rail and roadway transportation element with paved roadway improvements and access roads will be constructed in phases to provide rail and paved access to the CIP properties.
5. The COUNTY's existing stormwater management facility includes the various ponds located around the Binderholz property and will be expanded in phases on individual parcels to provide stormwater management to other CIP properties.

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

### SCOPE OF SERVICES

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

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

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

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



improvements.

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

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

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

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

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

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

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

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

### **Task 5 – Master Plan Reports**

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

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

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

### **Task 6 – Funding Assistance**

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



# NFPS



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PHONE (386) 752-4675  
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legislative grants and others.

CONSULTANT does not guarantee funding approval. This task only includes the initial funding requests related to the initial project design and construction needs. Assistance with future funding requests, such as those that require annual reapplication or those for future project phases, may be provided for an additional negotiated fee by addendum to this Agreement.

## Mandy Frederickson

---

**From:** Greg Scott  
**Sent:** Wednesday, May 10, 2023 3:29 PM  
**To:** Mandy Frederickson  
**Subject:** Fwd: NFPS Task Order for Master Plan

Back up for the Agenda packet

Get [Outlook for iOS](#)

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**From:** Adam Morrison <adam.morrison@suwanneelawyers.com>  
**Sent:** Wednesday, May 10, 2023 3:26:56 PM  
**To:** Greg Scott <GregS@SUWCOUNTYFL.GOV>; thumphries@nfps.net <thumphries@nfps.net>  
**Cc:** Teresa Kent <teresa.kent@suwanneelawyers.com>  
**Subject:** NFPS Task Order for Master Plan

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

Dear Greg,

Per your request I have reviewed the proposed Task Order for Engineering Services Catalyst Industrial Park Master Plan Study.

You asked if the county could enter into the agreement or if needed to send out a request for qualifications for the study.

NFPS is serving Suwannee County under a continuing contract as defined by FS 287.055(2)(g).

FS 287.055(2)(g) permits the County to forego the traditional competitive selection/negotiation with a vendor for a study activity if the vendor is under a continuing contract and the cost of the study activity does not exceed \$500,000.00.

As the proposed task order is for a study activity and the order amount is less than \$500,000.00, the County is free to execute the proposed task order.

If there are any other questions or concerns, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Adam Morrison', written in a cursive style.



Adam L. Morrison  
Sellers, Taylor & Morrison, P.A.  
108 West Howard Street  
Live Oak, Florida 32064  
Phone: (386) 208-1080  
Facsimile: (386) 208-1090  
<http://www.suwanneelawyers.com>

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

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# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Coronavirus State and Local Fiscal Recovery Funds Agreement with the Florida Department of Transportation for construction and construction engineering inspections for the resurfacing of 76<sup>th</sup> Street from US90 to River Road and adoption of enabling Resolution.

#### **Considerations:**

The County approved an agreement with FDOT (438221-1-34-01) for the design of the resurfacing of 76<sup>th</sup> Street from US90 to River Road during a regularly scheduled Board meeting on February 15, 2022.

The proposed agreement with FDOT will provide \$6,422,327.00 for the construction and construction engineering and inspection (CEI) services.

#### **Budget Impact:**

Funded by the Florida Department of Transportation

#### **Recommendation:**

Approval of Coronavirus State and Local Fiscal Recovery Funds Agreement with the Florida Department of Transportation for construction and construction engineering inspections for the resurfacing of 76<sup>th</sup> Street from US90 to River Road and adoption of enabling Resolution.

Respectfully submitted,

Dated: May 16, 2023

Greg Scott,  
County Administrator

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

**A RESOLUTION CONCERNING REIMBURSEMENT AGREEMENT FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING AND INSPECTION FOR THE RESURFACING OF 76<sup>TH</sup> STREET FROM US90 TO RIVER ROAD SUWANNEE COUNTY, FLORIDA. Financial Project ID: 438221-1-54-01.**

**WHEREAS**, the Florida Department of Transportation and Suwannee County, Florida entered into a Reimbursement Agreement for construction and construction engineering and inspection for the resurfacing of 76<sup>th</sup> Street from US90 to River Road Suwannee County, Florida., hereinafter referred to as “Project”; and

**WHEREAS**, the Florida Department of Transportation has agreed through Coronavirus State and Local Fiscal Recovery Funds Agreement to provide funding for the Project; and

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

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

**ADOPTED** this 16<sup>th</sup> day of May 2023.

**ATTEST:**

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

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

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
RECOVERY FUNDS AGREEMENT**

FPN: <u>438221-1-54-01</u>	FPN: <u>438221-1-54-02</u>	FPN: _____
Federal No (FAIN): _____	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ARSC</u>	Fund: <u>ARSR</u>	Fund: _____
Org Code: <u>55024010206</u>	Org Code: <u>55024010206</u>	Org Code: _____
FLAIR Approp: <u>085576</u>	FLAIR Approp: <u>085575</u>	FLAIR Approp: _____
FLAIR Obj: <u>751000</u>	FLAIR Obj: <u>751000</u>	FLAIR Obj: _____
County No: <u>37</u>	Contract No: _____	Subrecipient Unique Entity ID SAM No: _____
Subrecipient Vendor No: <u>F596000873055</u>		

Catalog of Federal Domestic Assistance (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Funds Program

THIS CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_ ("Effective Date"), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Suwannee County ("Subrecipient").

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Section 197 of Chapter 2022-156, Laws of Florida, and Sections 339.2816 and 339.2818, Florida Statutes. The Subrecipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
- 2. Purpose of Agreement:** The purpose of this Agreement is to provide the Subrecipient with federal financial assistance awarded to the State of Florida under the Coronavirus State and Local Fiscal Recovery Funds Program established by the American Rescue Plan Act of 2021 (ARPA), as amended by the Infrastructure Investment Jobs Act (Nov. 15, 2021) and the State, Local Tribal and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act (enacted as part of the Consolidated Appropriations Act, 2023), hereinafter referred to as "ARPA Funds", appropriated to the Department for projects eligible for funding under the Small County Outreach Program and/or the Small County Road Assistance Program, Florida state programs governed by Sections 339.2816 and 339.2818, Florida Statutes. This Agreement is specifically for the construction and CEI for the resurfacing of 76TH STREET FROM US90 TO RIVER ROAD (the "Project"), which is further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement; to provide the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement:** The Subrecipient agrees to complete the Project on or before May 1, 2026. If the Subrecipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Subrecipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
- 4. Project Cost:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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- a. The estimated cost of the Project is \$ 6,422,327.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$6,422,327.00 and as more fully described in **Exhibit "B"**. The Subrecipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
- c. Project costs eligible for ARPA Funds will be allowed only from the Effective Date of this Agreement. It is understood that the use of ARPA Funds for eligible Project costs is subject to:
  - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
  - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
  - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.
- d. If applicable, the Subrecipient agrees to provide all matching funds required under the Small County Outreach Program, unless Subrecipient applies for a waiver or reduction of the corresponding match in compliance with Section 288.0656(2)(e), Florida Statutes, and such waiver or reduction is approved in writing by the Department.

## 5. Requisitions and Payments

- a. The Subrecipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
  - i. **Eligible Costs.** The ARPA Funds provided by the Department under this Agreement will only be available for eligible Project costs as specifically detailed in **Exhibit A**, incurred as of the Effective Date and prior to termination or expiration of this Agreement.
  - ii. **Ineligible Costs.** In determining the amount of any payment, the Department will exclude all Project costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance reflected in **Exhibit B** for the Project, costs agreed to be borne by the Subrecipient or its contractors and subcontractors for not meeting the Project commencement and final invoice timelines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. Pre-award costs, as defined in 2 CFR 200.458, related to the Project may not be paid using ARPA Funds. Further, the ARPA Funds provided under this Agreement will not be eligible for any cost incurred not in accordance with applicable federal and state laws, regulations and guidance requirements. If the federal government of the United States or the Department determines that any cost claimed is not eligible, the Department will notify the Subrecipient. The notification will identify the items and amounts not eligible for reimbursement with ARPA Funds and the reason the items and amount are not eligible. If the Subrecipient is not in compliance with the requirements of this Agreement, but such non-compliance is rectifiable during the term of this Agreement, ARPA Funds may be withheld by the Department until the non-compliance is corrected. If the Subrecipient's non-compliance is not rectifiable during the term of this Agreement, the Department may deny use of ARPA Funds, in whole or in part. If as a result of the Subrecipient's failure to comply with the terms of this Agreement the federal government of the United States determines that ARPA Funds will no longer be available for the Project: (i) the Department is

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authorized to discontinue providing ARPA Funds for the Project under this Agreement; and (ii) the Department is not required to provide any additional financial assistance for the Project. A determination by the federal government of the United States that federal financial assistance is no longer available for the Project is final. The Subrecipient waives any right to contest a discontinuance of ARPA Funds under this Agreement if the federal government of the United States determines such funds are no longer available.

- iii. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, U.S. Department of the Treasury, the federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.
- b. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Subrecipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Subrecipient shall use the format for the invoice and progress report that is approved by the Department. Approved invoice formats are found in **Exhibit "P"**, Project Invoice Form. Additionally, to obtain any of the federal funds available from the Department under this Agreement, the Sub-recipient shall provide the Department's Project Manager its request for reimbursement and any other information regarding the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

- c. The Subrecipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Subrecipient or its contractors and subcontractors and other ineligible costs as provided in this Agreement. All costs charged to the Project, including any approved services contributed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
RECOVERY FUNDS AGREEMENT**

performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Invoices that have to be returned to an Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- g. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Subrecipient and approved by the Department. The Subrecipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of an Agreement between the Department and the Subrecipient. The Subrecipient acknowledges and agrees that funding for this Project may be reduced upon determination of the Subrecipient's contract award amount.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Subrecipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Subrecipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Subrecipient, in writing, when funds are available. Further, the Subrecipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of ARPA Funds available for this Agreement, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits

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**CORONAVIRUS STATE AND LOCAL FISCAL  
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of the financial assistance provided by the federal government of the United States shall be eligible for reimbursement.

- I. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

- m. **Reversion of Unexpended ARPA Funds.** All funds awarded by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

**6. Department Payment Obligations:**

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement of the Subrecipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if it determines any of the following provisions is met:

- a. The Subrecipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;
- c. The Subrecipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 13.f.;
- e. The Subrecipient has been determined by the Department to be in default under any of the provisions of the Agreement.

Upon a finding by the federal government of the United States, or the Department in lieu of the federal government of the United States, that the Subrecipient has made an unauthorized or undocumented use of ARPA Funds, or that any Project costs are ineligible for reimbursement, and upon a written demand for repayment issued by the Department, the Subrecipient shall repay such amounts to the Department within 40 days of written demand. The Subrecipient shall also repay any other financial assistance funding received by the Subrecipient under this Agreement in excess of the amount to which the Subrecipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

**7. General Requirements:**

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The Subrecipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable state and federal laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Programs Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. Execution of this Agreement by the Parties shall be deemed the Department's Notice to Proceed ("NTP") with the non-construction phases of the Project. If the Project involves a construction phase, the Subrecipient shall not begin the construction phase of the Project until the Subrecipient requests and receives the Department's written NTP with the construction phase of the Project.

Once the Agreement is executed by the Parties, the Subrecipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the Effective Date. If the Subrecipient fails to submit quarterly invoices to the Department, then the Subrecipient may be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Subrecipient waives the right to contest any removal of funds by the Department if the Subrecipient fails to provide the above-referenced invoice and progress report using the format identified in **Exhibit "P", Project Invoice Form**. No cost may be incurred under this Agreement until the Effective Date or after the Subrecipient has received a written NTP from the Department, if required. The Subrecipient agrees to advertise or put the Project out to bid within thirty (30) days from the Effective Date or the date the Department issues the NTP for the construction phase of the Project. If the Subrecipient is not able to meet the scheduled advertisement, the Department Project Manager should be notified as soon as possible.

- b. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Subrecipient, then the Department will request repayment for the previously billed and reimbursed amounts from the Subrecipient. No state funds can be used on the Project unless authorized pursuant to **Exhibit "I", State Funds Addendum**, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Subrecipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Subrecipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- c. The Subrecipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Subrecipient to provide the necessary funds for completion of the Project.
  - i. The Subrecipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal government may require. The Subrecipient shall make such submissions using Department-designated information systems. Further, Subrecipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR 200, when applicable, and retain the records described in 2 CFR 200.334 *et seq.*, as amended, for a period of five years.

#### **8. Audit Reports:**

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



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- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Subrecipient, a non-federal entity as defined by 2 CFR Part 200, is subject to the following requirements:
- i. In the event the Subrecipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Subrecipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Subrecipient is exempt from federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient’s audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient’s resources obtained from other than federal entities).
  - iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional



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conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Subrecipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:
- Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)
- c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

The Department may, by written notice to the Subrecipient, suspend any or all of the Department's obligations under this Agreement for the Subrecipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Subrecipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Subrecipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent of the maximum dollar amount or percentage provided by this Agreement. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Subrecipient.
- d. In the event the Subrecipient fails to perform or honor the requirements and provisions of this Agreement, the Subrecipient shall promptly refund in full to the Department, within thirty (30) days of the termination of

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the Agreement, any funds that were determined by the Department to have been expended in violation of the Agreement.

- e. The Department reserves the right to unilaterally terminate this Agreement for failure by the Subrecipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**10. Contracts of the Subrecipient:**

- a. Except as otherwise authorized in writing by the Department, the Subrecipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Subrecipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Subrecipient's compliance in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. At the discretion of the Department, the Subrecipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Subrecipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Subrecipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Subrecipient. If lane or road closures are required by the Subrecipient to ensure the life, health, and safety of the travelling public, the Subrecipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Subrecipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Subrecipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, the Subrecipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Subrecipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Applicable Laws and Regulations:**

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Subrecipient agrees to comply with all federal regulations applicable to the ARPA Funds provided under this Agreement, including, but not limited to:

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Subrecipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Subrecipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Subrecipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.
  - i. By signing this Agreement, the Subrecipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles & Audit for Federal Awards.
- c. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- d. Subrecipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII to Part 200, is hereby incorporated by reference to this Agreement.
- e. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- f. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- g. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601-4655) and implementing regulations.
- h. Any publications produced with ARPA Funds under this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.

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

During the performance of this Agreement, the Subrecipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Subrecipient pursuant thereto. The Subrecipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure

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compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and related statutes and regulations.

- b. The Subrecipient will comply with all applicable requirements imposed by the Americans with Disabilities Act (ADA), as amended, the regulations of the Federal Government issued thereunder, and assurance by the Subrecipient pursuant thereto.
- c. Subrecipient shall not considered any bid submitted by a person or affiliate who is prohibited from doing so pursuant to the following:
  - i. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; or for may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - ii. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Subrecipient.
- d. Neither the Subrecipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Subrecipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Subrecipient, the Subrecipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Subrecipient or the locality relating to such contract, subcontract or arrangement. The Subrecipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Subrecipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to the Project funded under this Agreement. Further, Subrecipient shall disclose in writing to the Department any potential conflict of interest affecting the ARPA Funds received under this Agreement, in accordance with 2 CFR 200.112

The provisions of this paragraph shall not be applicable to any agreement between the Subrecipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- e. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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**14. Indemnification and Insurance:**

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

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

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

- d. The Subrecipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Subrecipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Subrecipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.



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

- a. The Subrecipient is responsible for obtaining all permits necessary for the Project.
- b. A portion or all of the Project will utilize Department right of way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right of Way, is attached and incorporated into this Agreement. In the event the Project involves construction on the Department's right-of-way, the Subrecipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Subrecipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Subrecipient employees, if the Subrecipient can complete said Project within the time frame set forth in this Agreement. The Subrecipient's use of this option is subject to approval by the Department.
- c. The Subrecipient shall hire a qualified contractor using the Subrecipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Subrecipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Subrecipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Subrecipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Subrecipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Subrecipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Subrecipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant for the design phase of the Project using the Subrecipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O"**, which is attached to and incorporated into this Agreement.
- f. The Subrecipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).





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- c. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Subrecipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Subrecipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Subrecipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Subrecipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Subrecipient to the end that the Subrecipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Subrecipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Subrecipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Subrecipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Subrecipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Subrecipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Subrecipient's facility, adequate title is in the Subrecipient's name, and the Project is accepted by the Subrecipient as suitable for the intended purpose.
- j. The Subrecipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, executive branch or any state agency, in accordance with Section 216.347, Florida Statutes.
- l. The Subrecipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

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**CORONAVIRUS STATE AND LOCAL FISCAL  
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**m. The Subrecipient shall:**

- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. Protection for Whistleblowers.** In accordance with 41 U.S.C. 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to the Department or to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A U.S. Department of the Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- o. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- p. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- q. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.**
- r. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.**
- s. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Subrecipient must comply with the requirements of Section 255.0991, Florida Statutes.**

**19. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E", "F", "G" and "P" are attached to and incorporated into this Agreement.
- b.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then Exhibit "H", Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

**CORONAVIRUS STATE AND LOCAL FISCAL  
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- c.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- e.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- f.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- g.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- h.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**i. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Subrecipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

Exhibit G: Engineer's Certification of Completion

\* Exhibit I: State Funds Addendum

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

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

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

Exhibit P: Project Invoice Form

\* Additional Exhibit(s):

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

*(The remainder of this page intentionally left blank.)*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

SUBRECIPIENT Suwannee County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Franklin White  
Title: Chair

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District Secretary

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 438221-1-54-01 & 438221-1-54-02

This exhibit forms an integral part of the Coronavirus State and Local Fiscal Recovery Funds Agreement between the State of Florida, Department of Transportation and

Suwannee County (the Recipient)

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**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 10.52 miles

**PROJECT DESCRIPTION:** Construction and CEI for the resurfacing of 76TH STREET FROM US90 TO RIVER ROAD

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

- Construction contract to be let no later than September 30, 2024
- Construction to be complete by May 1, 2026
- Contract to be closed out by December 31, 2026

If this schedule cannot be met, the Subrecipient shall notify the Department, in writing, and provide the Department with a revised schedule. Failure to notify the Department or provide the necessary schedule may result in the withdrawal of Department funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** The Agency is required to submit a Railroad, Right of Way, and Utility Certification, Engineer's Estimate and email that CCNA was followed for both design and construction. The Agency shall provide as-builts or plan mark-ups at the completion of the project. Time extensions will only be granted for circumstances outside of the Agency's control.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

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<b>SUBRECIPIENT NAME &amp; BILLING ADDRESS:</b> <u>Suwannee County</u> <u>13150 80th Terrace</u> <u>Live Oak, FL 32060</u>	<b>FINANCIAL PROJECT NUMBER:</b> <u>438221-1-54-01 &amp; 438221-1-54-02</u>
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I. PHASE OF WORK by Fiscal Year:	FY 23	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54-01 &amp; 54-02</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (ARSC) 54-01	\$5,148,105.00	% or \$	% or \$	% or \$ 5,148,105.00
Maximum Department Participation - (ARSR) 54-02	\$1,274,222.00	% or \$	% or \$	% or \$1,274,222.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Insert Phase and Number (if applicable)</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>				
	\$6,422,327.00	\$0.00	\$0.00	\$6,422,327.00

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

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

Lauri Shubert  
\_\_\_\_\_  
FDOT Grant Manager Name

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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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**Exhibit "C"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "Subrecipient") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The Subrecipient shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractors, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under contract with the Subrecipient, including procurements of materials or leases of equipment, each potential Subrecipient contractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The Subrecipient shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *United States Department of the Treasury*, or appropriate agency of the *federal government of the United States* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *Florida Department of Transportation*, or the *United States Department of the Treasury*, or other appropriate agency of the *federal government of the United States* and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *United States Department of the Treasury*, or other appropriate agency of the *federal government of the United States* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Subrecipient shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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by the **REGULATIONS**, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any Subrecipient contract or procurement as the *Florida Department of Transportation* or the *United States Department of the Treasury*, or other appropriate agency of the *federal government of the United States* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient contractor or supplier as a result of such direction, the Subrecipient may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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**EXHIBIT "D"**

**SUBRICIPIENT RESOLUTION**

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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**EXHIBIT "E"**

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

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 21.027

CFDA Title: Coronavirus State and Local Fiscal Recovery Funds

\*Award Amount: \$ 6,422,327.00

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate:

\*\*Award is for R&D: No

\*The federal award amount may change with amendments.

\*\*Research and Development as defined at §200.1, 2 CFR Part 200

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

[www.ecfr.gov](http://www.ecfr.gov)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse.xhtml>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

[www.fsr.gov](http://www.fsr.gov)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "F"**

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

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

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**EXHIBIT "G"  
ENGINEER'S CERTIFICATION OF COMPLETION**

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

**NOTICE OF COMPLETION**

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and  
Suwannee County

**PROJECT DESCRIPTION:** Construction and CEI for the resurfacing of 76TH STREET FROM US90 TO RIVER ROAD

**FPID#:** 438221-1-54-01 & 438221-1-54-02

In accordance with the Terms and Conditions of the Coronavirus State Fiscal Recovery Funds Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

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

**ENGINEER'S CERTIFICATION OF COMPLETION**

In accordance with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the construction plans and specifications for the Project. The undersigned further certifies that any deviations that have been made from the approved plans are described in the List of Deviations attached to this Certification, which includes an explanation justifying the need for each deviation and the Engineer's acceptance of the deviation. The undersigned additionally certifies that a set of "as-built" plans certified by the Engineer of Record/CEI is attached hereto and provided to the Department in conjunction with this certification.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
 RECOVERY FUNDS AGREEMENT**

Page 1 of 1

**EXHIBIT P-1**

<b>INSTRUCTIONS:</b> Subrecipient to complete this form when submitting an invoice to the department.			
<b>SUBRECIPIENT NAME:</b> Suwannee County	<b>DATES OF REPORTING PERIOD:</b>	<b>FDOT FINANCIAL PROJECT NO.:</b> 438221-1-54-01 & 438221-54-02	
<b>PROJECT DESCRIPTION:</b> Construction and CEI for the resurfacing of 76TH STREET FROM US90 TO RIVER ROAD			
<b>INVOICE ATTACHED:</b> Yes      No      N/A		<b>OTHER PROGRESS REPORT ATTACHED:</b> Yes      No      N/A	
<b>PHOTOS ATTACHED:</b> Yes      No      N/A	<b>SUBRECIPIENT PROJECT NOTICE-TO-PROCEED DATE:</b>	<b>SUBRECIPIENT PROJECT ESTIMATED COMPLETION DATE:</b>	
1. PROJECT STATUS:			
2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):			
3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):			
4. PROBLEM AREAS / OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):			
<b>SUBRECIPIENT</b>	<b>SUBRECIPIENT'S DESIGNATED REPRESENTATIVE</b>		
	I certify that the information provided above is true and correct per the terms of the Coronavirus State and Local Fiscal Recovery Funds Agreement.		
	<b>DATE</b>	<b>PRINTED NAME AND TITLE</b>	<b>SIGNATURE</b>
<b>FDOT</b>	<b>COMMENTS / NOTES</b>		
	<b>REVIEW DATE</b>	<b>SITE VISIT</b> Yes      No N/A	<b>REVIEWER [PRINTED NAME &amp; TITLE]</b>



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
 RECOVERY FUNDS AGREEMENT**

EXHIBIT P-2

**SUBRECIPIENT NAME: Suwannee County**  
**SUBRECIPIENT ADDRESS: 13150 80th Terrace**  
**Live Oak, FL 32060**  
**Vendor No: F596000873055**

**Bill To:** [d2.lgp\\_invoicing@dot.state.fl.us](mailto:d2.lgp_invoicing@dot.state.fl.us)  
 INSERT DISTRICT EMAIL ADDRESS  
 Florida Department of Transportation  
 1109 S. Marion Ave.  
 Lake City, FL 32025  
 386-961-7831

**Project Name: 76TH STREET FROM US90 TO RIVER ROAD**  
**FPN Number(s): 438221-1-54-01 & 438221-1-54-02**

Invoice No.:	
Invoice Period:	
Total Invoice Amount	\$0.00
Total Invoice Amount FDOT Participating:	\$0.00
FDOT Contract/Agreement No.	
FDOT Participation Total (\$)	\$6,422,327.00
FDOT Participation Amount (%)	100.00%
FDOT Contract Remaining Balance:	\$0.00

Project Phase(s) Select from drop down menu. Must match Exhibit B of Agreement.	Phase Sequence Select from drop down menu. Must match Exhibit B of Agreement.	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
Phase 54: Construction & CEI	Sequence 01	5,148,105.00				
Phase 54: Construction & CEI	Sequence 02	1,274,222.00				
<b>Totals:</b>		<b>\$6,422,327.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Request for Payment Certification as Required by 2 CFR 200.415:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Coronavirus State Fiscal Recovery Funds award (ONLY applicable to ARPA assisted contracts). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Subrecipient Signature (Authorized Official):** \_\_\_\_\_

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

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Authorization to lease one backhoe loader unit.

**Considerations:** Current backhoe loader two year lease expires May 30, 2023.

Received quotes from Beard Equipment Company and Ring Power for leasing new comparable units for two years and four years.

Beard also provided a two year lease extension for current unit and an option to purchase.

All quotes were discussed with operation and maintenance supervisory staff. Low utilization hours, good condition, and lowest yearly lease price makes this option the most favorable option for the County.

First of two yearly payments will be \$ 12,285.49. This includes a two-year warranty and is \$5,319.51 less than current payments.

Second payment will be \$ 7869.36.

Yearly cost to extend the lease on current unit, with warranty, is significantly less than other options.

This is a budgeted item.

**Recommendation:** Operations and maintenance supervisory staff respectfully requests the Board of County Commissioners to authorize a two year extension on existing backhoe loader lease.

Respectfully submitted,

Dated:

Greg Scott,  
County Administrator

<b>BACKHOE LOADER</b>	<b>2 YR Lease Payment</b>	<b>4 YR Lease Payment</b>	<b>2 YR Lease Extension</b>	<b>Purchase Current Unit</b>
<b>Ring Power</b>				
New Unit -1,000 hrs per year	\$ 29,468.34	\$ 22,545.50		
<b>Beard Equipment</b>				
New Unit -1,000 hrs per year	\$ 25,510.00	\$ 18,998.00		
Current Unit Lease Extension - 2 year/2000 hours (1,000 hrs per year)			\$ 7,869.36	
Current Unit Purchase				\$ 54,979.61

## Brenda Flanagan

---

**From:** Jamie Saalfield <JSaalfield@BeardEquipment.com>  
**Sent:** Monday, May 8, 2023 8:45 AM  
**To:** Brenda Flanagan  
**Cc:** Steve Carter; Shannon Roberts  
**Subject:** RE: 310SL SN 1T0310SLLMF402062 Backhoe Loader

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

Brenda,

Your email below is correct. In regard to number 1, the first payment is due on 5/30/23. For the first year of the lease renewal, this would be  $7869.36 + \text{warranty } 4416.13 = 12,285.49$ . The second annual payment of 7869.36 would be due on 5/30/24.

Let me know if you want to move forward with either option and I will get Deere to create the docs.

Thank you,

Jamie

---

**From:** Brenda Flanagan <brendaf@SUWCOUNTYFL.GOV>  
**Sent:** Friday, May 5, 2023 1:57 PM  
**To:** Jamie Saalfield <JSaalfield@BeardEquipment.com>  
**Cc:** Steve Carter <SCarter@BeardEquipment.com>; Shannon Roberts <ShannonR@SUWCOUNTYFL.GOV>  
**Subject:** RE: 310SL SN 1T0310SLLMF402062 Backhoe Loader

**[EXTERNAL EMAIL]** Please do not click links or attachments unless you recognize the sender and know the content is safe.

Jamie,

Please confirm or correct the following:

1. Extend the current lease for two years and the County will make two payments at \$7869.36 and \$4416.13 for two-year warranty. This totals \$20,154.85 for years 3 and 4 of lease with 1000 hours use per year.
2. Purchase the unit at it will cost \$54,979.61 plus \$4416.13 for two-year warranty, totaling \$59,395.74.

Thank you,

*Brenda Flanagan  
Suwannee County Administration  
13150 80th Terrace  
Live Oak, Florida 32060  
386-365-3041*



April 23, 2023

Mr. Shannon Roberts

Beard Equipment Company appreciates the opportunity to provide Suwannee County with a Deere 310SL loader backhoe.

The price is based on the **FL Sheriff's Association and Contract Bid no. FSA20-EQU18.0**

**2023 310G** with JD Link Ultimate monitoring system with five years of coverage prepaid, 4WD, CAB with air conditioning, suspension seat, standard dipperstick, pilot controls, 24" backhoe bucket, heavy duty bumper and 1.25 cyd front bucket.

Annual lease payment from Suwannee County:

2 year / 2,000 hour Annual, advance lease payment      **\$25,510.00**

4 year / 4,000 hour Annual, advance lease payment      **\$18,998.00**

-No property taxes will be charged to Deere Credit

-Full Machine warranty during the lease term

-No travel time, mileage or warranty deductibles for warrantable repairs

-Free loaner unit if the machine is down for 48 hours. If we know we can't fix the unit upon arrival within 48 hours, we will bring a machine immediately.

We appreciate your business and our partnership.

Kind Regards,

Steve Carter

**Mobile, AL**  
2480 E. I-65 Service Rd. N./ 36617  
251-456-1993

**Pensacola, FL**  
3195 W. Nine Mile Rd./ 32534  
850-476-0277

**Panama City, FL**  
4625 Highway 231 N/ 32402  
850-769-4844

**Freeport, FL**  
33 Industrial Court/ 32439  
850-835-3337

**Jacksonville, FL**  
6870 Phillips Highway/ 32216  
904-296-5000

**Lake City, FL**  
2578 SE Baya Dr./ 36055  
386-752-9544

**Palatka, FL**  
356 N. Highway 17/ 32177  
386-325-6268





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

**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**

Quote Prepared For:  
 Suwannee County

4/15/2023

**(1) NEW CATERPILLAR 420 BACKHOE LOADER**

**CONTRACT DETAILS**

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Specification # 28, 4x4 Loader Backhoe with Canopy and Options
Contract Rollover Dates: October 1, 2022 Through September 30, 2023

**BASE MACHINE**

BASE	Caterpillar 416F Per Sheriff's Contract Specifications	\$100,039
542-7992	Upgrade to 420 07A CFG2, Base Machine Only	<u>(\$8,794)</u>
<b>TOTAL OF BASE MACHINE</b>		<b>\$91,245</b>

**NON-SPECIFIED OPTIONS**

543-4284	STICK, EXTENDABLE, 14FT	\$5,830
544-1066	PT, 4WD/2WS, POWERSHIFT	\$11,610
542-7780	ENGINE, 82KW, C3.6 DITA, T4F	\$13,600
542-7774	HYDRAULICS, MP, 6FCN/8BNK, ST	\$3,325
560-6797	PRODUCT LINK, CELLULAR, PLE643	NC
544-0883	CAB, DELUXE	\$10,150
545-5048	DISPLAY, TOUCH SCREEN	\$810
611-0335	SEAT, FABRIC	\$655
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	NC
206-1747	BELT, SEAT, 2" SUSPENSION	NC
542-7810	AIR CONDITIONER, T4	\$2,905
533-0488	TIRES, 340 80-18/500 70-24, MX	\$2,395
337-9696	COUNTERWEIGHT, 1015 LBS	\$2,130
9R-6007	STABILIZER PADS, FLIP-OVER	\$406
545-8548	LOADER BUCKET PINS	NC
337-7388	BUCKET-GP, 1.4 YD3, PO	\$3,965
9R-5321	CUTTING EDGE, TWO PIECE	\$331

559-0872	INSTRUCTIONS, ANSI	NC
421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,938
433-0154	BEACON, MAGNETIC MOUNT, STROBE	\$414
387-6682	FAN	\$279
516-5913	BATTERY, HEAVY DUTY	\$275
567-5090	AUTO-UP STABILIZERS	NC
423-7607	PLATE GROUP - BOOM WEAR	\$261
353-1389	GUARD, STABILIZER	<u>\$1,010</u>
	SUB TOTAL	\$62,289
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	<u>(\$13,081)</u>
<b>TOTAL OF NON-SPECIFIED OPTIONS</b>		<b>\$49,208</b>

**WARRANTY**

	12 MONTH / UNLIMITED HOURS PREMIER	INCL
	<b>48 MONTH / 4000 HOUR PREMIER</b>	<b>\$4,146</b>

	SUBTOTAL	\$144,599
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$14,213)</u>
<b>TOTAL TRANSACTION PRICE</b>		<b>\$130,386</b>

FINANCE LEASE PROPOSAL

48 MONTH / 4000 HOUR (1000 ANNUAL HOURS)

ANNUAL PAYMENT: \$ 22,545.50

PURCHASE OPTION OR RETURN: \$ 58,000.00

Best regards,

Todd Sandlin  
Vice President / Regional Manager  
Ring Power Corporation





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

**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**

Quote Prepared For:  
 Suwannee County

4/15/2023

**(1) NEW CATERPILLAR 420 BACKHOE LOADER**

**CONTRACT DETAILS**

Florida Sheriff's Association
Bid # FSA20-EQU18.0
Specification # 28, 4x4 Loader Backhoe with Canopy and Options
Contract Rollover Dates: October 1, 2022 Through September 30, 2023

**BASE MACHINE**

BASE	Caterpillar 416F Per Sheriff's Contract Specifications	\$100,039
542-7992	Upgrade to 420 07A CFG2, Base Machine Only	<b>(\$8,794)</b>
<b>TOTAL OF BASE MACHINE</b>		<b>\$91,245</b>

**NON-SPECIFIED OPTIONS**

543-4284	STICK, EXTENDABLE, 14FT	\$5,830
544-1066	PT, 4WD/2WS, POWERSHIFT	\$11,610
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491-6734	WORKLIGHTS (8) HALOGEN LAMPS	NC
206-1747	BELT, SEAT, 2" SUSPENSION	NC
542-7810	AIR CONDITIONER, T4	\$2,905
533-0488	TIRES, 340 80-18/500 70-24, MX	\$2,395
337-9696	COUNTERWEIGHT, 1015 LBS	\$2,130
9R-6007	STABILIZER PADS, FLIP-OVER	\$406
545-8548	LOADER BUCKET PINS	NC
337-7388	BUCKET-GP, 1.4 YD3, PO	\$3,965
9R-5321	CUTTING EDGE, TWO PIECE	\$331

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421-8926	SERIALIZED TECHNICAL MEDIA KIT	NC
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516-5913	BATTERY, HEAVY DUTY	\$275
567-5090	AUTO-UP STABILIZERS	NC
423-7607	PLATE GROUP - BOOM WEAR	\$261
353-1389	GUARD, STABILIZER	<u>\$1,010</u>
	SUB TOTAL	\$62,289
	LESS 21% SHERIFF'S CONTRACT DISCOUNT	<u>(\$13,081)</u>
<b>TOTAL OF NON-SPECIFIED OPTIONS</b>		<b>\$49,208</b>

**WARRANTY**

	12 MONTH / UNLIMITED HOURS PREMIER	INCL
	<b>24 MONTH / 2000 HOUR PREMIER</b>	<b>\$1,525</b>

	SUBTOTAL	\$141,978
	LESS ONE TIME ADDITIONAL DISCOUNT	<u>(\$15,085)</u>
<b>TOTAL TRANSACTION PRICE</b>		<b>\$126,893</b>

FINANCE LEASE PROPOSAL

24 MONTH / 2000 HOUR (1000 ANNUAL HOURS)

ANNUAL PAYMENT: \$ 29,468.34

PURCHASE OPTION OR RETURN: \$ 77,500.00

Best regards,

Todd Sandlin  
Vice President / Regional Manager  
Ring Power Corporation



# Suwannee County Fire Rescue

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

---

Eddie Hand, Fire Chief

## Executive Summary

### **Objective:**

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

### **Description:**

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

### **Requested Action:**

We respectfully request Suwannee County Board of County Commissioners issue Ameri med EMS a COPCN limited to Interfacility Transport only, from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County.

### **Budget Impact:**

None

Respectfully submitted:

Dated: May 16, 2023

Eddie Hand  
Fire Chief





## HAMILTON COUNTY EMS

902 US HIGHWAY 41 NW  
JASPER FL, 32053-6902

DIRECTOR- T.DANIELS

ASST DIRECTOR-J.SMITH



To Suwannee County Board of County Commissioners.

Hamilton County EMS would like to formally request a COPCN to allow interfacility transports from within your county. These inter facility transfers will originate from the stand-alone medical facility known as HCA Suwannee Campus. Over the past several years, we have been assisting with inter facility transfers as "mutual aid" calls when your ambulances were not available. It has come to my attention that your EMS is no longer providing this area of services. Please know that we are not capable of completely fulfilling this duty, however we are interested in offering our assistance when staffing permits. In doing so, Hamilton EMS will contact one step transfer center, as well as the local HCA hospitals to let them know the days and hours of availability. This should help with room availability at our local hospitals, lessen wait times for patients, and shorten delays for transfers awaiting an ambulance. Please accept our offer, as we feel this will strengthen our bond as small communities even more. We all have to pitch in to make things work for each other. Thank you for your consideration,

Louie Goodin, County Coordinator

A handwritten signature in red ink, appearing to read "Louie Goodin".

---

# HAMILTON COUNTY

Tiffanee Daniels, EMT-P, RN, Director

A handwritten signature in blue ink, appearing to read "Tiffanee Daniels".

Hamilton County Board of County Commissioners

Emergency Medical Services

Hamilton County, Florida



# Suwannee County Fire Rescue

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

---

Eddie Hand, Fire Chief

## Executive Summary

### **Objective:**

Issue a Certificate of Public Convenience and Necessity (COPCN) to Hamilton County EMS for Interfacility Transports.

### **Description:**

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

### **Requested Action:**

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

### **Budget Impact:**

None

Respectfully submitted:

Dated: May 16, 2023

Eddie Hand  
Fire Chief





4-12-2023

Mr. Greg Scott  
Suwannee County Administrator  
13150 80<sup>th</sup> Terrace  
Live Oak, FL 32060

Dear Mr. Scott,

In reference to a conversation, you had with our Division Manager Charlie Conner, and an email trail I had with Chief Hand, we are submitting this letter to request a limited COPCN for Interfacility Transports in Suwannee County, FL.

Amerimed EMS currently holds COPCN's in Nassau, Columbia, Bay and Alachua Counties. We currently have bases of operations in Yulee, Lake City and Panama City. Our footprint in FL is a portion of our EMS operations in the Southeast. We also provide these same services throughout Georgia and South Carolina. In addition, we have Midwest operations in Tennessee, Ohio, and Indiana.

Amerimed EMS was founded in 2011 and is a Regional EMS provider. Our executive leadership has over 250 years of combined experience in EMS. Our Mission is to provide compassionate, professional quality and responsive mobile healthcare services to positively impact our customers.

Our company provides BLS/ALS emergency and non-emergency transport services 24/7/365. In addition, we focus on the much-needed transport of Baker Acts, and behavioral health transportation.

We have a growing Mobile Integrated Healthcare program as well as a Community Paramedicine program we offer, which we pioneered in 2008. These services are currently provided in many states throughout the country.

Thank you for considering Amerimed for a COPCN for your County and Community. We look forward to working with Suwannee County in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rick Huskey", is written over a blue horizontal line.

Rick Huskey, Regional Vice President



**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
BUREAU OF EMERGENCY MEDICAL OVERSIGHT**

**ADVANCED LIFE SUPPORT SERVICE LICENSE**

This is to certify that: AMERIMED EMERGENCY MEDICAL SERVICES Provider Number # 10043  
Name of Provider

850504 HIGHWAY 17 YULEE, FLORIDA 32097  
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

BAY, COLUMBIA, NASSAU  
County (s)

A handwritten signature in black ink, appearing to read "M. Hall".

Michael Hall, Section Administrator  
Emergency Medical Services  
Florida Department of Health

**THIS CERTIFICATE EXPIRES ON: 03/02/2024**

This certificate shall be posted in the above mentioned establishment





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/22/2022

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

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

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139		<b>CONTACT NAME:</b> Jessica Dannelly, CIC, CISR <b>PHONE (A/C, No, Ext):</b> (770) 858-7540 <b>FAX (A/C, No):</b> (770) 858-7545 <b>E-MAIL ADDRESS:</b> jessica.dannelly@pninsurance.com	
<b>INSURED</b>  Amerimed Medical Solutions, LLC, Home Physician Care LLC, Amerimed Emergency Medical Services LLC, QuikMedic LLC 5012 Bristol Industrial Hwy, Suite 111 Buford GA 30518		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Capitol Specialty Ins Corp 10328 <b>INSURER B:</b> Hudson Insurance Company 25054 <b>INSURER C:</b> RT Specialty, LLC 524210 <b>INSURER D:</b> American Resources Insurance Company Inc. 52524 <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22/23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	MM20222387-01	09/18/2022	09/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			HST-000412-00	09/18/2022	09/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 100,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6798794	09/18/2022	09/18/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	FPD221610-00	03/15/2022	03/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			MM20222387-01	09/18/2022	09/18/2023	Each Incident \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Florida Department of Health 4052 Bald Cypress Way  Tallahassee FL 32399	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>William H. Skelton</i>
---	--

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# SUWANNEE COUNTY

## Planning & Zoning

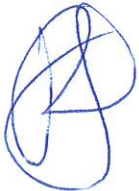
Executive Summary Preliminary Plat and Road Construction Plan approval of Old Sugar Mill Farms Phase VI

Objective: Application and Preliminary plat submittal for Old Sugar Mill Farms Phase VI subdivision. Preliminary Plat approval is the first in a two step approval process for the new subdivision. Road Construction plans must be approved before construction can commence. Road construction plans being review by North Florida Professional Services for compliance.

Considerations: The request proposes Phase VI construction of a 26 lot subdivision. Lot size is 1 acre each. Property is located in a RSF-1 ( Residential Single-Family-1 ) zoning district. Subdivision will require the construction of new paved roads in addition to 98<sup>th</sup> Street being improved to a paved road standard.

Recommendation: We recommend approval of the preliminary plat. Road construction plans recommended for approval pending North Florida Professional Services review.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR PRELIMINARY PLAT APPROVAL

THE UNDERSIGNED HEREBY APPLIES TO THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA FOR PRELIMINARY APPROVAL OF A PROPOSED SUBDIVISION TO BE CALLED;

OLD SUGAR MILL FARMS PHASE 6

I. LEGAL DESCRIPTION OF PROPERTY:

PART OF NE<sup>1</sup>/<sub>4</sub> - NE<sup>1</sup>/<sub>4</sub> 32-25-13E

II. APPROXIMATE AREA OF SUBDIVISION: 40.82

III. TOTAL NUMBER OF LOTS OR PARCELS: 26

IV. SIZE OF LOTS: 1 AC PLOS

V. DIRECTIONS TO PROPERTY:

98<sup>th</sup> STREET WEST OF 137<sup>th</sup> LANDING

VI. OWNER(S)

NAME

MAILING ADDRESS

TELEPHONE

OLD SUGAR MILL FARMS LAND TRUST

12788 US HIGHWAY 90

LIVE OAK FL 32060

(386)

362-6304

VII. SUBDIVIDER

NAME

MAILING ADDRESS

TELEPHONE

J SHERMAN FRIER & ASSOC. INC.

130 WEST HOWARD ST.

LIVE OAK FL 32064

(386)

362-4629

VIII. ENGINEER

NAME

MAILING ADDRESS

TELEPHONE

CHAD WILLIAMS

LAKE CITY FL

386-623-2452

IX. SURVEYOR  
NAME

TIM ALCORN

MAILING ADDRESS

130 WEST HOWARD ST  
LIVE OAK FL 32064

TELEPHONE

386-362-4629

X. VARIANCES THAT WILL BE REQUESTED:

N/A

THE OWNER OF THIS PROPERTY AND THE UNDERSIGNED AGREE TO  
CONFORM TO ALL REQUIREMENTS OF THE SUWANNEE COUNTY  
SUBDIVISION REGULATIONS AND TO ALL APPLICABLE LAWS.

SIGNATURE OF APPLICANT

Tim Alcorn

ADDRESS

130 WEST HOWARD ST

DATE:

LIVE OAK FL 32064

4-19-23



NOT FOR FINAL RECORDING
OLD SUGAR MILL FARMS, PHASE 6
IN SECTION 32, TOWNSHIP 2 SOUTH, RANGE 13 EAST,
SUWANNEE COUNTY, FLORIDA



FOXBORO 1ST ADDITION
(PLAT BOOK 1, PAGE 403)
(NOT INCLUDED)

- ABBREVIATIONS
CONC. - CONCRETE
IP - IRON PIPE
REB. - REBAR
ST. - STREET
AVE. - AVENUE
NO ID - NO IDENTIFICATION
FD. - FOUND
CM - CONCRETE MONUMENT
# - MORE OR LESS
ORB - OFFICIAL RECORDS BOOK
PG - PAGE(S)
(FM) - FIELD MEASURED
(P) - PLAT
(D) - DEED
(C) - CALCULATED
(R) - RECORD
O/S - OFFSET
FOOT - FLORIDA DEPARTMENT OF TRANSPORTATION
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
P.I. - POINT OF INTERSECTION
P.R.C. - POINT OF REVERSE CURVATURE
P.C.C. - POINT OF COMPOUND CURVATURE
R - RADIUS
R/W - RIGHT-OF-WAY
P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
EP - EDGE OF PAVEMENT

UTILITY EASEMENT DETAIL:

30' EASEMENT AS SHOWN. EASEMENTS SHOWN HEREON FOR UTILITIES SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES.

FLOOD ZONE INFORMATION
THE PROPERTY AS SURVEYED FALLS WITHIN ZONE "X" PER THE FLOOD INSURANCE RATE MAP OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY PANEL NO. 12121C 0145C.

ZONING:
RSF-1 RESIDENTIAL SINGLE FAMILY-1

BUILDING SET BACKS:
FRONT: 30.00 FEET
SIDE: 15.00 FEET
REAR: 15.00 FEET

SOIL TYPES:
BmB - BLANTON FINE SAND, LOW, 0 TO 5 PERCENT SLOPES
BnC - BLANTON MEDIUM SAND, MODERATELY SHALLOW, 0 TO 5 PERCENT SLOPES
BoB - BLANTON-BOWIE SUSQUOHANNA COMPLEX, 2 TO 5 PERCENT SLOPES

SPECIAL NOTE:
THERE ARE NO LAKES, MARSHES, SWAMPS, MUCK POCKETS OR WATER COURSES ON SUBJECT PROPERTY.

FINISHED FLOOR CRITERIA:
NO PORTION OF THE SITE RESIDES IN A DESIGNATED FLOOD PRONE AREA. NO STRUCTURE SHALL BE LOCATED WITHIN SWALES, DRAINAGE FEATURES OF DEPRESSIONS, WHEN ESTABLISHING A FINISHED FLOOR ELEVATION OF A STRUCTURE, THE CONTRACTOR SHALL SET THE MINIMUM FINISHED FLOOR ELEVATION TO BE A MINIMUM OF 6" ABOVE THE HIGHEST POINT WITHIN 25 FEET OF THE BUILDING FOOTPRINT. IN ADDITION, ON SLOPING LOTS, THE NATURAL DRAINAGE SHALL BE DIRECTED AROUND STRUCTURES WITH SWALES.

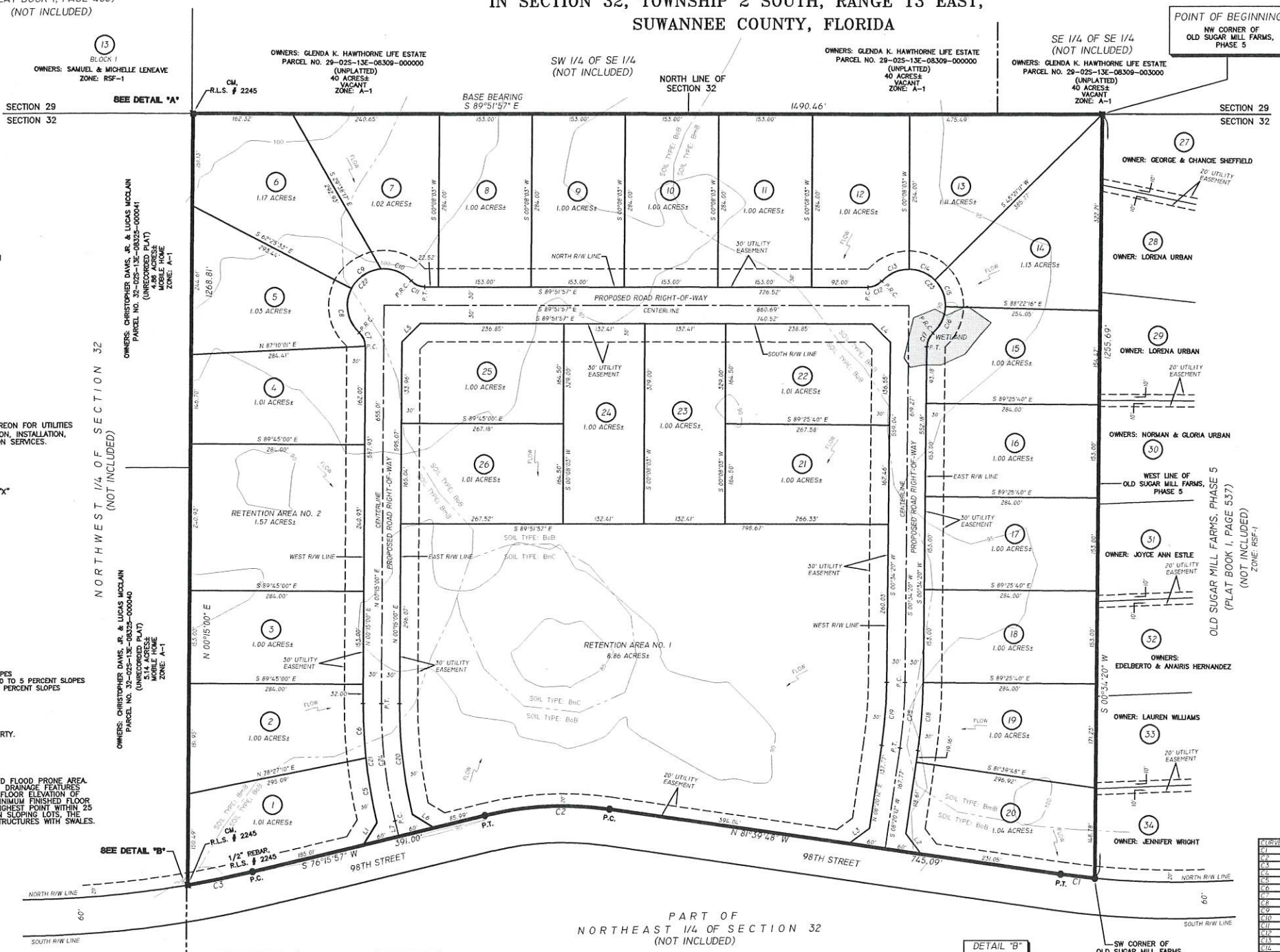
LEGEND AND NOTES:

- 1 DENOTES 4"x4" CONCRETE MONUMENT FOUND, NUMBER NOTED.
2 DENOTES 5/8" REBAR FOUND, L.B. # 7170, UNLESS NOTED OTHERWISE.
1) WATER SUPPLIED BY INDIVIDUAL WELL.
2) SEWAGE DISPOSAL SUPPLIED BY INDIVIDUAL SEPTIC TANKS
3) THERE ARE UTILITY EASEMENTS ADJACENT TO PROPOSED PLAT. SAID EASEMENTS ARE SHOWN ON THIS PRELIMINARY PLAT.
4) UTILITY EASEMENTS AS SHOWN SUBJECT TO CHANGE AT UTILITY PROVIDERS REQUEST.
5) BEARINGS BASED ON THE NORTH LINE OF SECTION 32 (S 89°51'57" E-PLAT).
6) CONTOUR LINES BASED ON NAVD88.
7) DISTANCES MEASURED IN U.S. FEET
8) COORDINATES BASED ON UNPUBLISHED DATA (ASSUMED).

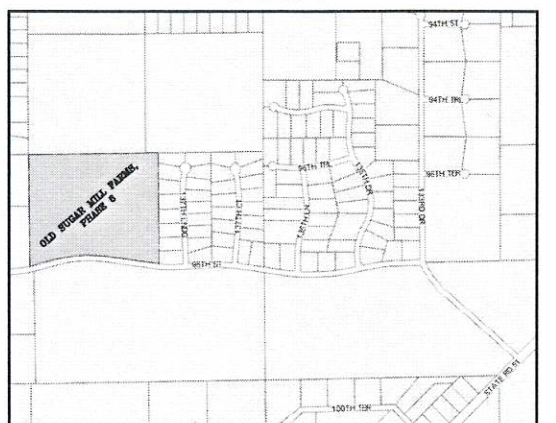
BUILDING PERMIT NOTE:
A BUILDING PERMIT FOR THE CONSTRUCTION OR LOCATION OF ANY RESIDENTIAL BUILDING OR STRUCTURE SHALL NOT BE ISSUED FOR LESS THAN ONE ENTIRE LOT AS DEPICTED ON THIS SUBDIVISION PLAT, EXCEPT AS OTHERWISE PROVIDED BY LAW.

SPECIAL NOTE:
WATER RUN-OFF FROM EXISTING COUNTY ROAD RIGHT-OF-WAY MAY OCCUR DURING HEAVY RAINS

NOTICE AND WARNING TO PROSPECTIVE PURCHASERS OF LOTS IN OLD SUGAR MILL FARMS, PHASE 6:
THERE ARE LOTS IN THE SUBDIVISION WHICH ARE IN CLOSE PROXIMITY TO VARIOUS AGRICULTURAL OPERATIONS. BE AWARE THAT SUCH AGRICULTURAL OPERATIONS MAY CAUSE ODORS, FLIES, POSSIBLE POLLUTANTS AND NOISES THAT MAY BE OFFENSIVE.

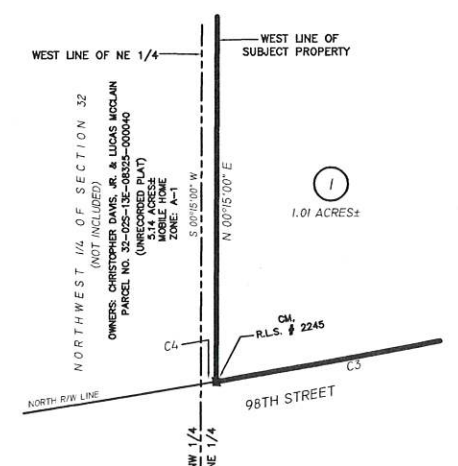
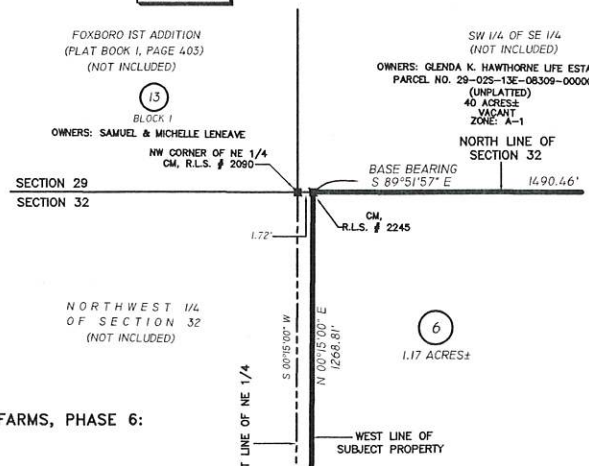


DESCRIPTION:
PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 13 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF OLD SUGAR MILL FARMS, PHASE 5 AS RECORDED IN PLAT BOOK 1, PAGE 537 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 07°34'20" WEST ALONG THE WEST LINE OF SAID OLD SUGAR MILL FARMS, PHASE 5, A DISTANCE OF 1255.69 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 98TH STREET; SAID POINT LYING IN A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 1316.95 FEET; THENCE RUN ALONG AND AROUND SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE A CHORD BEARING AND DISTANCE OF NORTH 82°52'53" WEST, 55.99 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 81°39'48" WEST, 745.09 FEET TO THE POINT OF CURVE OF A CURVE CONCAVED SOUTHERLY HAVING A RADIUS OF 534.82 FEET; THENCE RUN ALONG AND AROUND SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 87°18'05" WEST, 204.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SOUTH 76°15'57" WEST, 391.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 1954.62 FEET; THENCE RUN ALONG AND AROUND SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 78°13'04" WEST, 108.63 FEET TO THE TERMINUS OF SAID COURSES; THENCE RUN NORTH 00°15'00" EAST, A DISTANCE OF 1268.81 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE RUN SOUTH 89°51'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1490.46 FEET TO THE POINT OF BEGINNING, CONTAINING 40.82 ACRES MORE OR LESS.



LINE TABLE with columns: LINE, BEARING, DISTANCE

CURVE TABLE with columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING, DELTA ANGLE, TANGENT



Handwritten signature of Timothy B. Alcorn.

TIMOTHY B. ALCORN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6332
DATE: APRIL 24, 2023

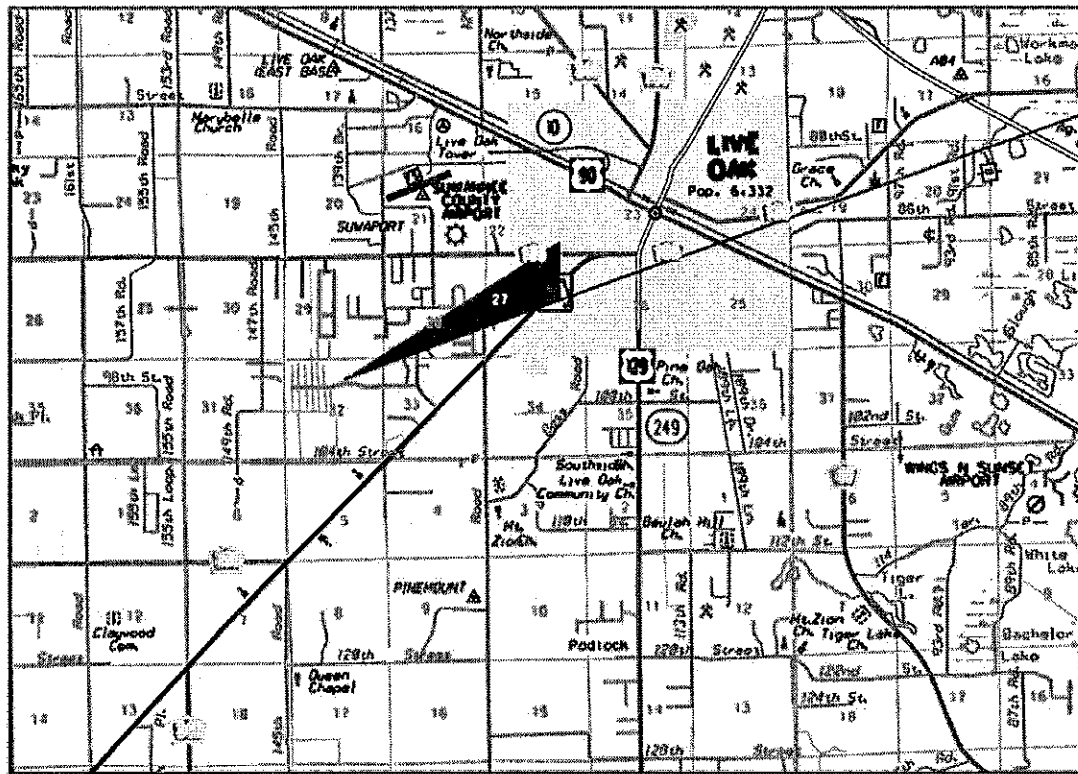
DEVELOPER:
OLD SUGAR MILL FARMS LAND TRUST
12788 U.S. HIGHWAY 90
LIVE OAK, FLORIDA 32060
(386) 362-6306

SUBDIVIDER'S AGENT:
TIMOTHY B. ALCORN
130 WEST HOWARD STREET
LIVE OAK, FLORIDA 32064
(386) 362-4629

Form with fields for SCALE, DATE SURVEYED, DATE DRAWN, REVISED, APPROVED BY, DRAWN BY, and J. SHERMAN FRIER & ASSOCIATES, INC. LAND SURVEYORS.



Revision Schedule		
Revision Number	Revision Description	Revision Date



PROJECT LOCATION

# OLD SUGAR MILL FARMS PHASE 6

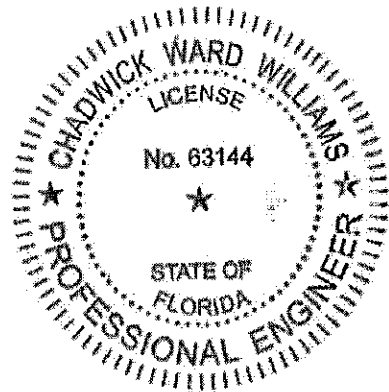
SHEET NO.	SHEET DESCRIPTION
1	Cover Sheet
2	General Notes and Typical Section
3	Existing Conditions
4	Site Plan
5-12	Plan and Profile Sheets
13	Stormwater Plan
14	Erosion Control Details

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

CHAD WILLIAMS  
2022-01-22

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

CHAD WILLIAMS, P.E. NO. 63144  
219 SW MOSSY CT  
LAKE CITY, FL 32024



THE ABOVE NAMED ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, FAC

# Chad Williams

Digitally signed by Chad Williams  
DN: cn=Chad Williams, o, ou,  
email=chadwickwilliams3@gmail.com, c=US  
Date: 2023.01.22 19:16:15 -05'00'

#### GOVERNING STANDARDS AND SPECIFICATIONS

Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended herein, and July 2015 Standard Specifications for Road and Bridge Construction, as amended by contract documents.

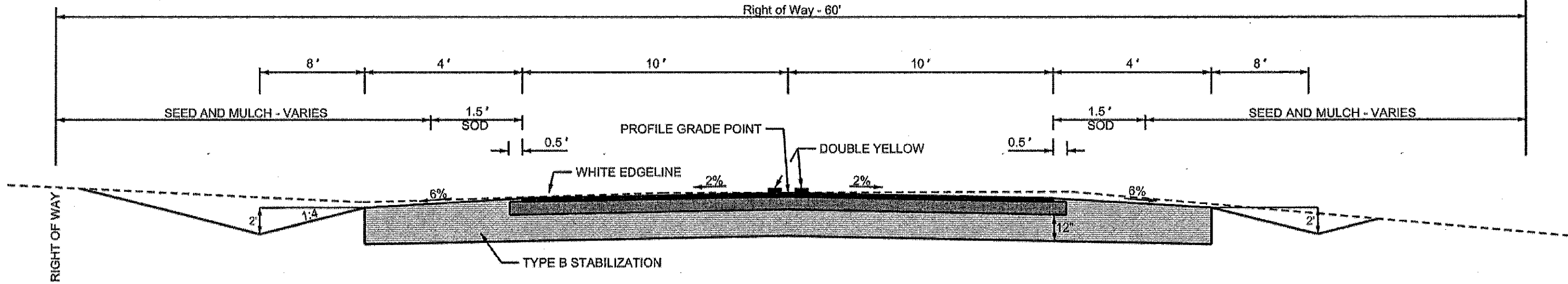
Design Standards can be downloaded at <http://www.dot.state.fl.us/rddesign/>

Standard Specifications can be downloaded at <http://dot.state.fl.us/specificationsoffice/>

email: ggill@gillengineservices.com

<b>OLD SUGAR MILL FARMS - 6</b>		
Client Name		GILL ENGINEERING SERVICES, INC AUTH # 30824
DRAWN BY: CWW		GARY GILL PE #51942
CHECKED BY: CWW		426 SW COMMERCE DR 130-M
APPROVED BY: CWW		LAKE CITY, FL 32025 386-590-1242
<b>COVER SHEET</b>		
PROJECT #:	DWG #:	REV #:
-	1	-

Revision Schedule		
Revision Number	Revision Description	Revision Date



**TYPICAL SECTION**

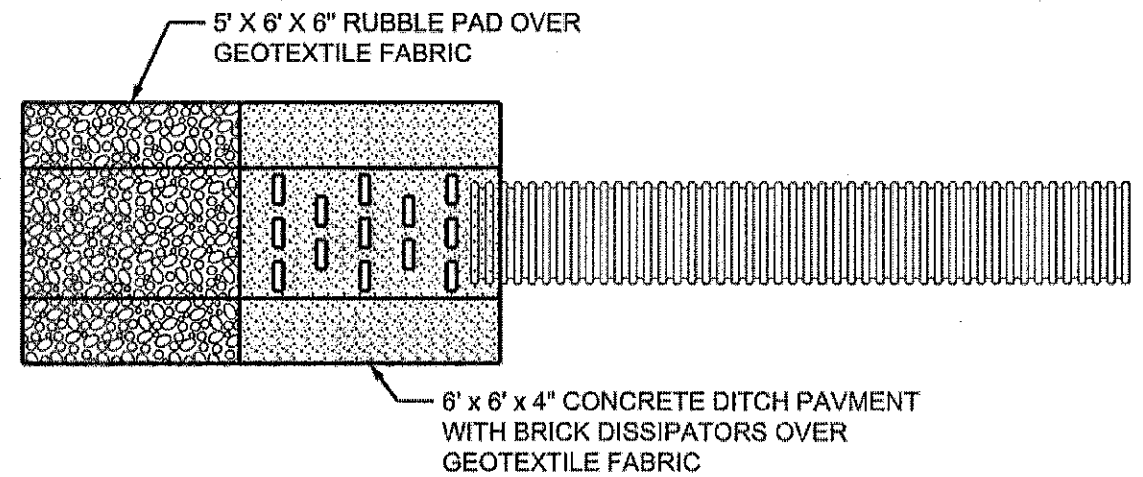
DESIGN SPEED = 30 MPH

- SUPER PAVE 12.5 COURSE (137.5 LBS/SY)(1.5")
- OPTIONAL BASE GROUP 4 (21' IN WIDTH)
- ROADWAY AND SHOULDER STABILIZATION

**GENERAL NOTES**

1. The contractor shall verify all existing conditions and dimensions at the job site to insure that all new work will fit in the manner intended on the plans. Should any conditions exist that are contrary to those shown on the plans, the contractor shall notify the engineer of such differences immediately prior to proceeding with the work.
2. The contractor shall maintain the construction site at all times in a secure manner. All open trenches and excavated areas shall be protected from access by the general public.
3. Boundary and topographical information shown within the subdivision limits was obtained from a survey performed by J. Sherman Frier and Associates, Inc.
4. Any public land corner within the limits of construction is to be protected. If a corner monument is in danger of being destroyed and has not been properly referenced, the contractor should notify the engineer.
5. The site is located in Sections 36 of Township 5 South, Range 18 East Union County, Florida.
6. Contractors shall adhere to the Erosion Control Plan. All erosion control measures shall be implemented prior to construction and be continued until construction is complete.
7. Contractor shall sod all slopes of 4' horizontal to 1' vertical and staple sod all slopes of 2' horizontal to 1' vertical.
8. All disturbed areas not sodded shall be seeded with a mixture of long-term vegetation and quick-growing short-term vegetation for the following conditions. For the months from September through March, the mix shall consist of 70 pounds per acre of long-term seed and 20 pounds per acre of winter rye. For the months of April through August, the mix shall consist of 70 pounds per acre of long-term seed and 20 pounds per acre of millet.
9. The location of the utilities shown in the plans is approximate only. The exact location shall be determined by the contractor during construction.
10. Contractor shall coordinate all work with other contractors within project limits.
11. All stormwater pipes shall have a minimum cover of 6". Use Limerock backfill if pipe under pavement has less than 12" cover.
12. Construction and Materials - All construction and materials shall conform to the requirements of the Florida Department of Transportation Specifications for Road and Bridge Construction, Latest Edition. Certification by an approved testing laboratory is required (contractor responsibility). Payment shall be as specified in the bid proposal.
13. All erosion control measures shall be implemented prior to construction and be continued until construction is complete. Contractor shall take necessary measures to minimize erosion, turbidity, nutrient loading and sedimentation to adjacent lands and low areas. The Erosion and Sediment Control Plan shall be maintained as designed and upgraded as needed as directed by Engineer or SRWMD personnel. Construction designs and specifications as outlined by the "Florida Erosion and Sediment Control Inspectors Manual" shall be adhered to.

14. Contractor shall provide an as-built survey meeting the requirements of Chapter 81G17 F.A.C. for the stormwater management systems. Include horizontal and vertical dimensional data so that improvements are located and delineated relative to the boundary. Provide sufficient detailed data to determine whether the improvements were constructed in accordance with the plans. Submit the survey to the engineer on reproducible 20 lb. Velium.
15. All site construction shall be in accordance with the Suwannee County Land Development Regulations.
16. A pad of rubble riprap shall be placed at the bottom of all collection flumes and collection pipe outlets.
17. The stormwater system is designed in accordance with SRWMD.
18. All lots shall be accessed from interior subdivision roadways (Streets A, B, and C), and all driveway shall have a sidedrain constructed as part of the individual lot development.



**Energy Dissipation Detail**

**OLD SUGAR MILL FARMS - 6**

Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY: CWV		AUTH # 30824
CHECKED BY: CWV		GARY GILL PE #51942
APPROVED BY: CWV		426 SW COMMERCE DR 130-M
		LAKE CITY, FL 32025 386-590-1242
<b>GENERAL NOTES TYPICAL SECTION</b>		
PROJECT #:	DWG #:	REV #:
	2	

email: gill@engineering-services.com

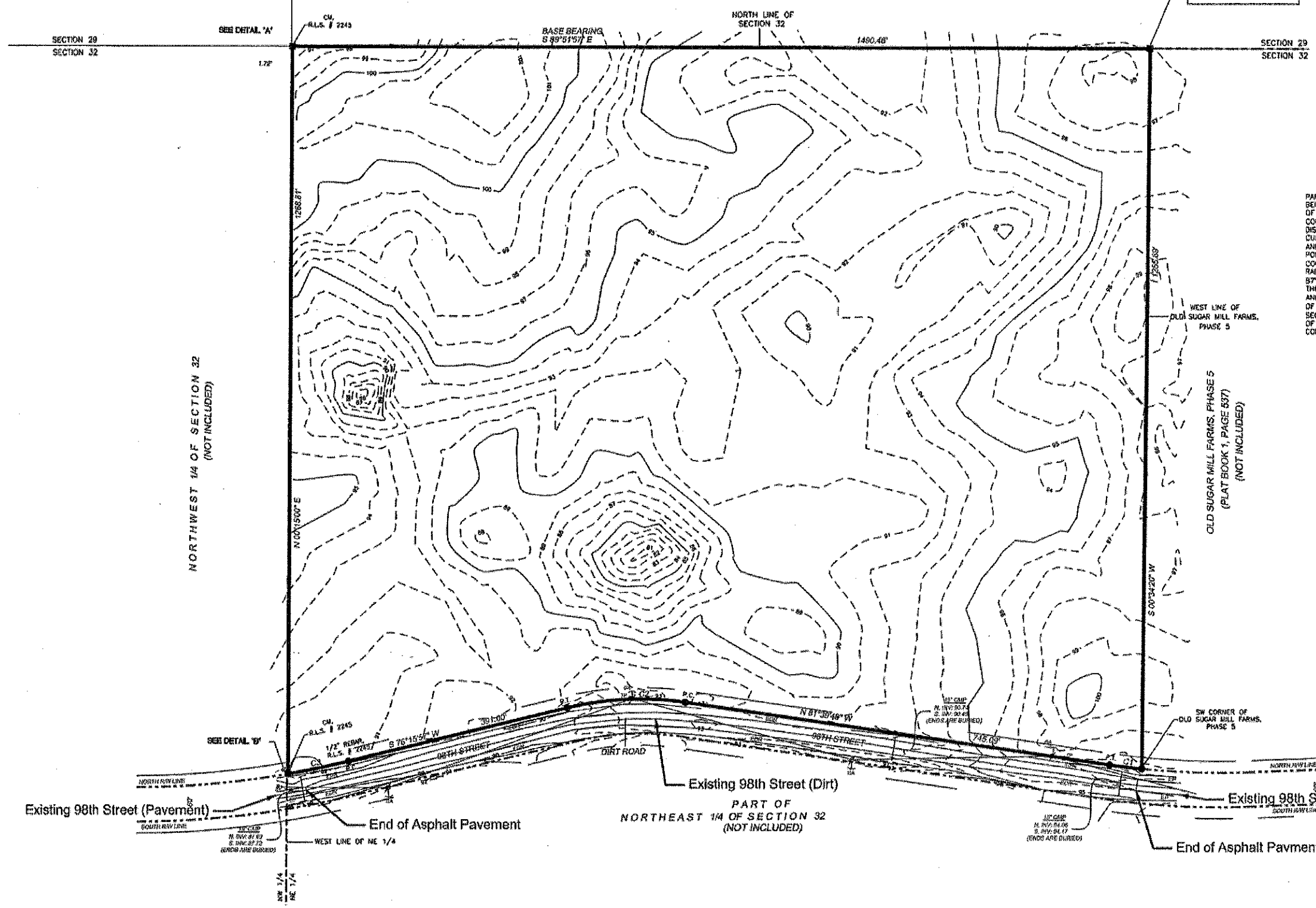


Revision Schedule		
Revision Number	Revision Description	Revision Date

FOXBORO 1ST ADDITION  
(PLAT BOOK 1, PAGE 403)  
(NOT INCLUDED)

SOUTHEAST 1/4 OF SECTION 29  
(NOT INCLUDED)

POINT OF BEGINNING  
NW CORNER OF  
OLD SUGAR MILL FARMS,  
PHASE 5



**BOUNDARY AND TOPOGRAPHICAL SURVEY OF**  
PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 13 EAST, SUWANNEE COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER  
OF OLD SUGAR MILL FARMS, PHASE 5 AS RECORDED IN PLAT BOOK 1, PAGE 537 OF THE PUBLIC RECORDS OF SAID  
COUNTY; THENCE RUN SOUTH 00°34'20" WEST ALONG THE WEST LINE OF SAID OLD SUGAR MILL FARMS, PHASE 5, A  
DISTANCE OF 1255.09 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 98TH STREET, SAID POINT LYING IN A  
CURVE CONCAVED NORTHEASTERLY HAVING A RADIUS OF 1318.95 FEET; THENCE RUN ALONG AND AROUND SAID CURVE  
AND SAID NORTH RIGHT-OF-WAY LINE A CHORD BEARING AND DISTANCE OF NORTH 52°52'53" WEST, 52.99 FEET TO THE  
POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING  
COURSES: NORTH 81°39'48" WEST, 745.09 FEET TO THE POINT OF CURVE OF A CURVE CONCAVED SOUTHERLY HAVING A  
RADIUS OF 534.82 FEET; THENCE RUN ALONG AND AROUND SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH  
87°18'05" WEST, 204.75 FEET TO THE POINT OF TANGENCY OF SAID CURVE; SOUTH 78°15'57" WEST, 391.00 FEET TO  
THE POINT OF CURVE OF A CURVE CONCAVED NORTHWESTERLY HAVING A RADIUS OF 1854.82 FEET; THENCE RUN ALONG  
AND AROUND SAID CURVE A CHORD BEARING AND DISTANCE OF SOUTH 78°13'04" WEST, 108.63 FEET TO THE TERMINUS  
OF SAID COURSES; THENCE RUN NORTH 00°15'00" EAST, A DISTANCE OF 1268.81 FEET TO THE NORTH LINE OF SAID  
SECTION 32; THENCE RUN SOUTH 89°51'57" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1490.46 FEET TO THE POINT  
OF BEGINNING.  
CONTAINING 40.82 ACRES MORE OR LESS.



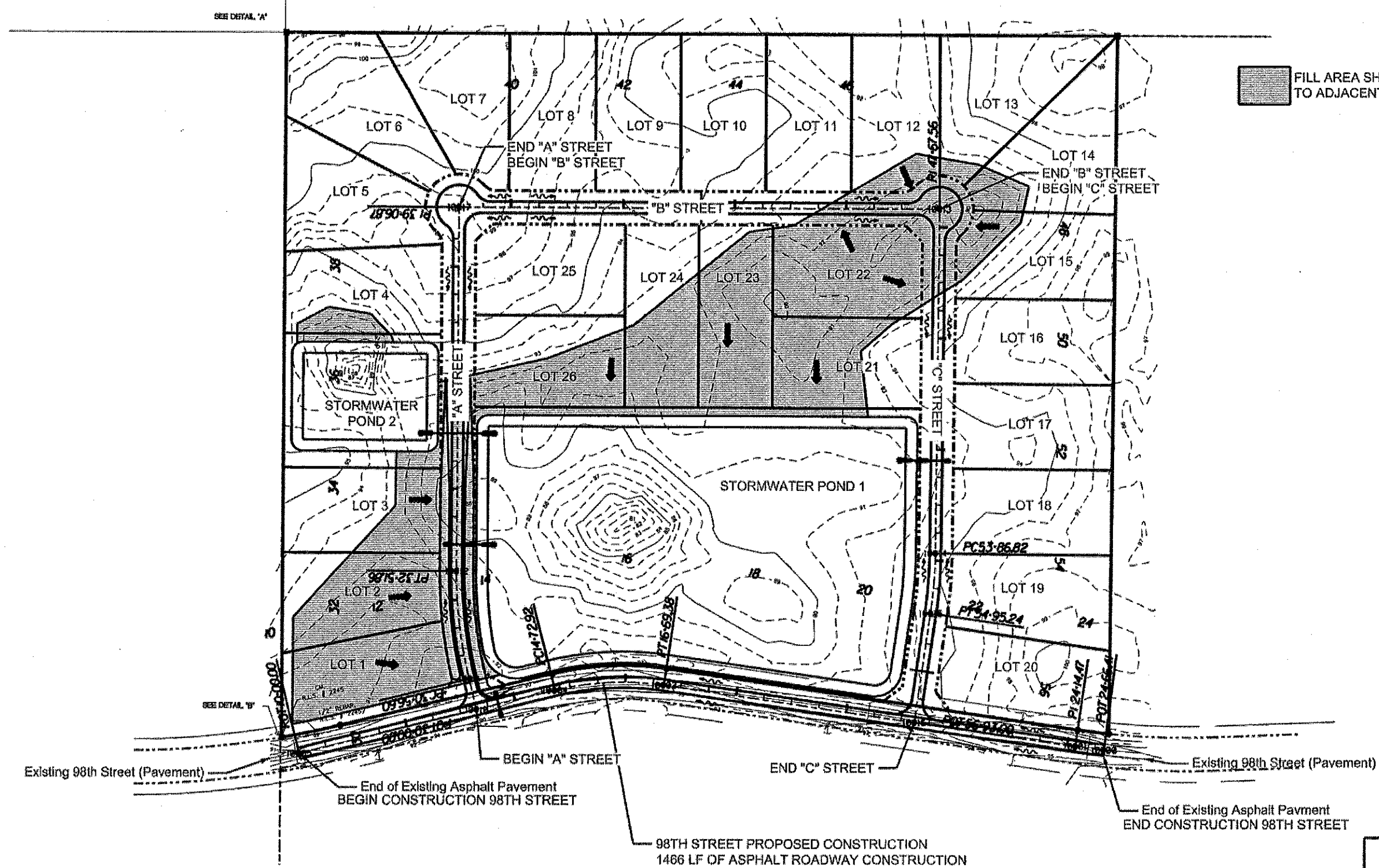
<b>OLD SUGARMILL FARMS - 6</b>			
Client Name		GILL ENGINEERING SERVICES, INC	
		AUTH # 20824	
DRAWN BY:	CWW	GARY GILL PE #51342	
CHD BY:	CWW	426 SW COMMERCE OR 130-M	
APPD BY:	CWW	LAKE CITY, FL 32025 386-590-1242	
<b>EXISTING CONDITIONS</b>			
PROJECT #:	2020-11	DWG #:	3
REV #:			

email: gill@engineering-services.com

Revision Schedule		
Revision Number	Revision Description	Revision Date

FILL AREA SHALL BE GRADED FROM 92.5' TO 92.0' AND DIRECTED TO ADJACENT ROADSIDE SWALES OR STORMWATER POND

LOT	Minimum Finish Floor Elevation
Lot 1	93.5
Lot 2	93.5
Lot 3	94.0
Lot 4	96.0
Lot 5	99.5
Lot 6	100.0
Lot 7	102.0
Lot 8	100.5
Lot 9	96.5
Lot 10	96.0
Lot 11	95.0
Lot 12	94.0
Lot 13	96.5
Lot 14	95.5
Lot 15	97.5
Lot 16	97.5
Lot 17	96.5
Lot 18	96.5
Lot 19	98.5
Lot 20	100.0
Lot 21	94.0
Lot 22	93.5
Lot 23	93.5
Lot 24	94.0
Lot 25	97.5
Lot 26	95.0



**OLD SUGARMILL FARMS - 6**

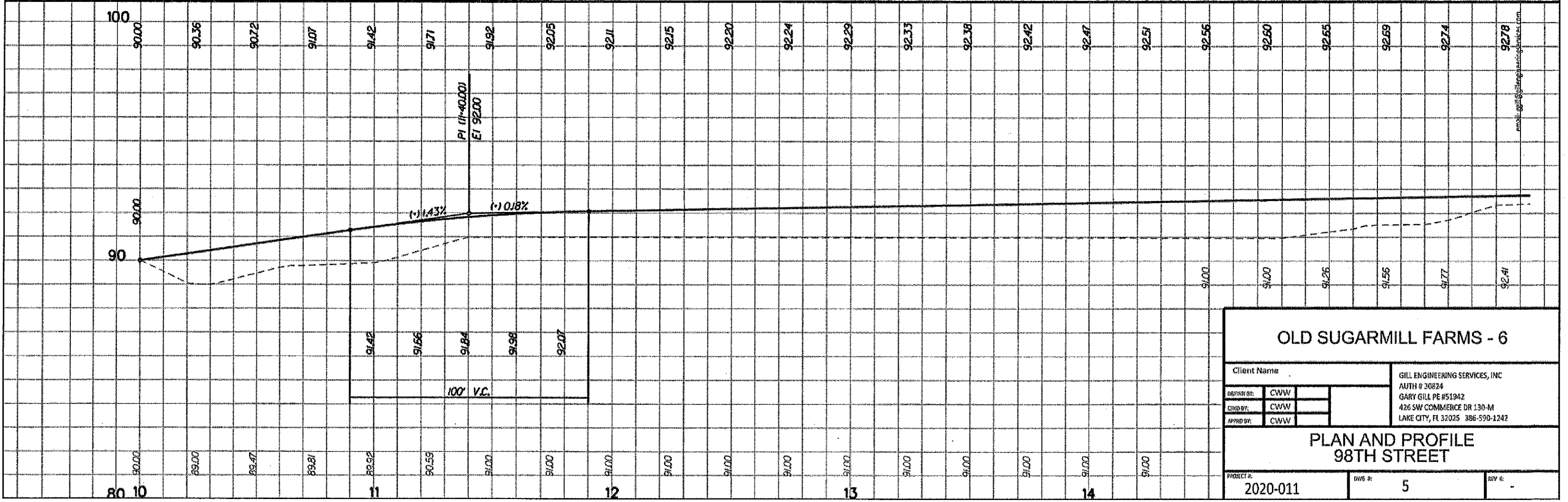
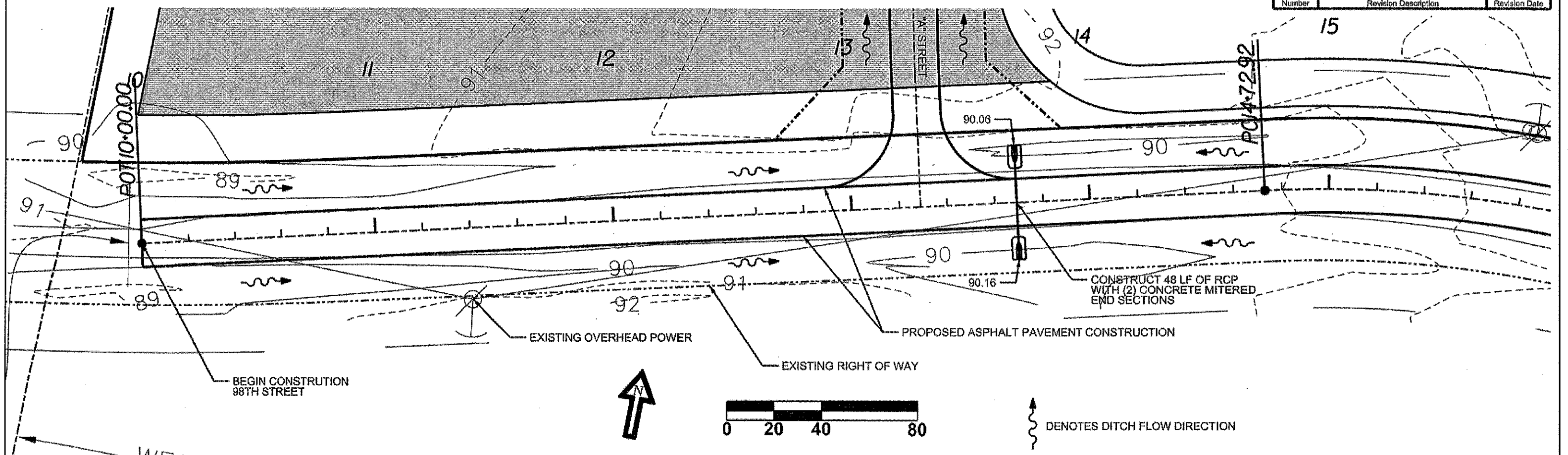
Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY: CWV		AUTH # 30824
CHECKED BY: CWV		GARY GILL PE #51942
APPROVED BY: CWV		426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 385-590-1242

**SITE PLAN**

PROJECT #:	2020-11	DWG #:	4	REV #:	-
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email: agill@gillengineering.com

Revision Schedule		
Revision Number	Revision Description	Revision Date



**OLD SUGARMILL FARMS - 6**

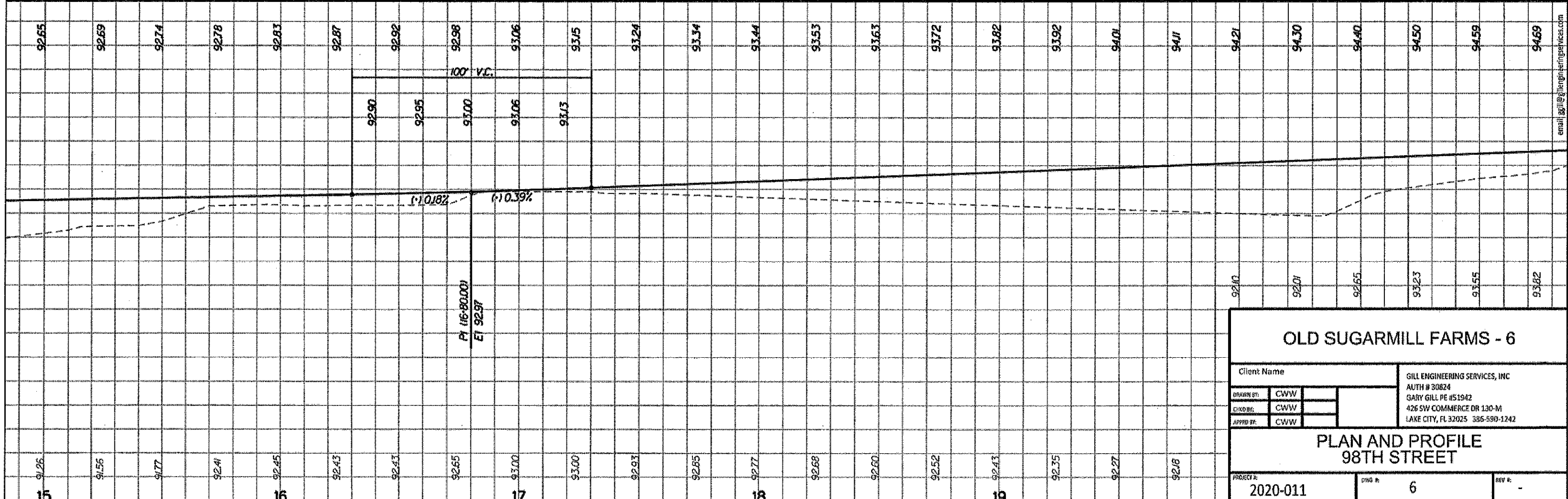
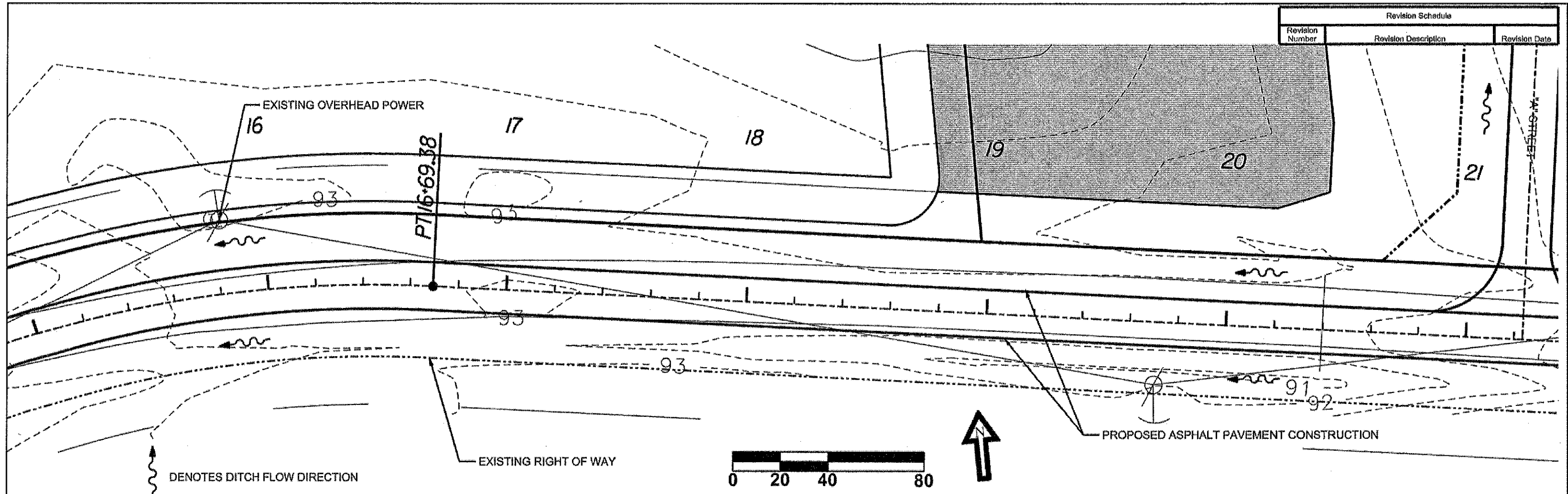
Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY:	CWW	AUTH # 30824
CHECKED BY:	CWW	GARY GILL PE #51942
APPROVED BY:	CWW	426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 386-590-1242

**PLAN AND PROFILE  
98TH STREET**

PROJECT #:	DWG #:	REV #:
2020-011	5	-

email: gill@gillengineering.com

Revision Schedule		
Revision Number	Revision Description	Revision Date



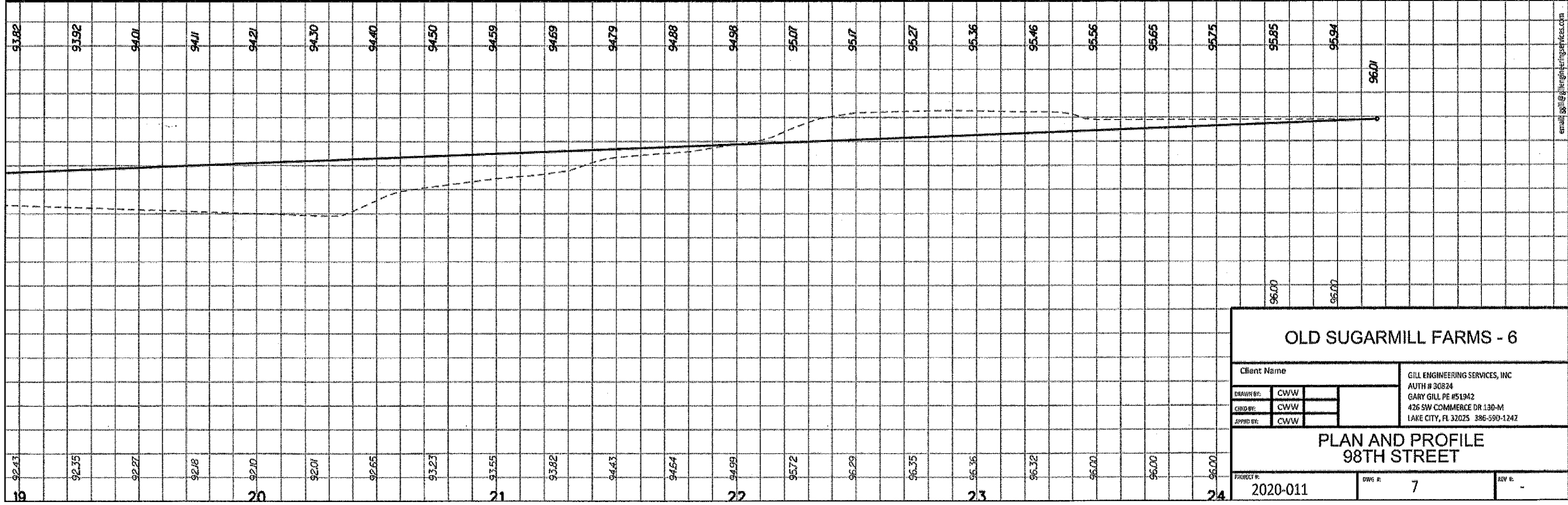
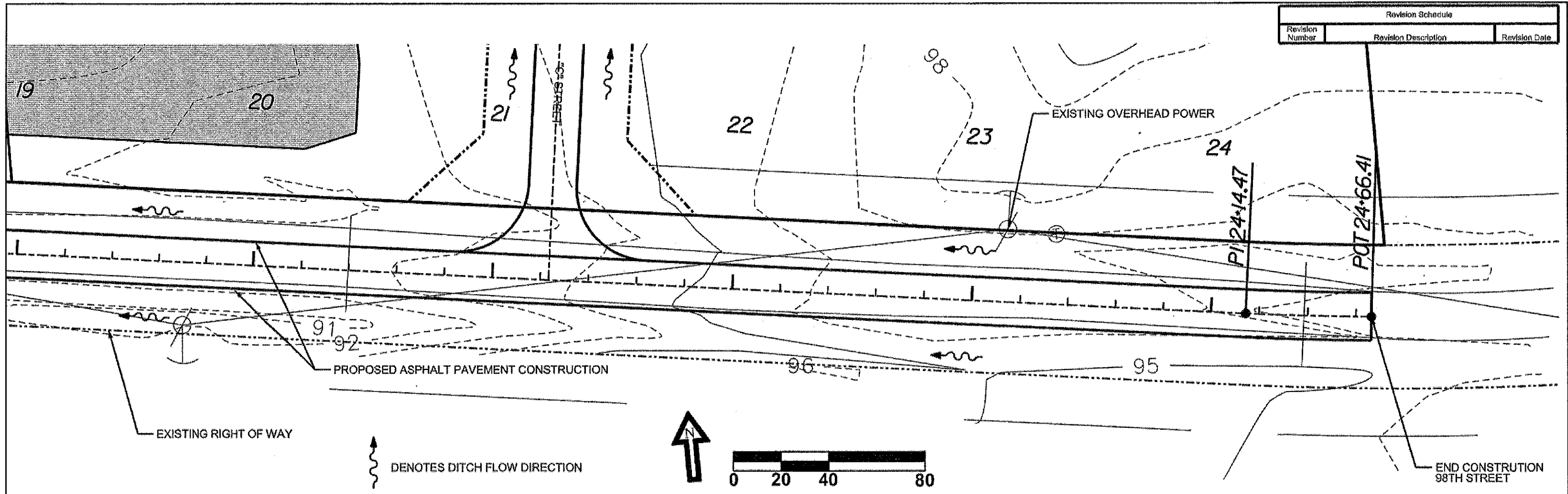
**OLD SUGARMILL FARMS - 6**

Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY: CWV		AUTH # 30824
CHECKED BY: CWV		GARY GILL PE #51942
APPROVED BY: CWV		426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 385-590-1242
<b>PLAN AND PROFILE 98TH STREET</b>		
PROJECT #:	DWG #:	REV #:
2020-011	6	-

email: agill@gillengs.com



Revision Schedule		
Revision Number	Revision Description	Revision Date



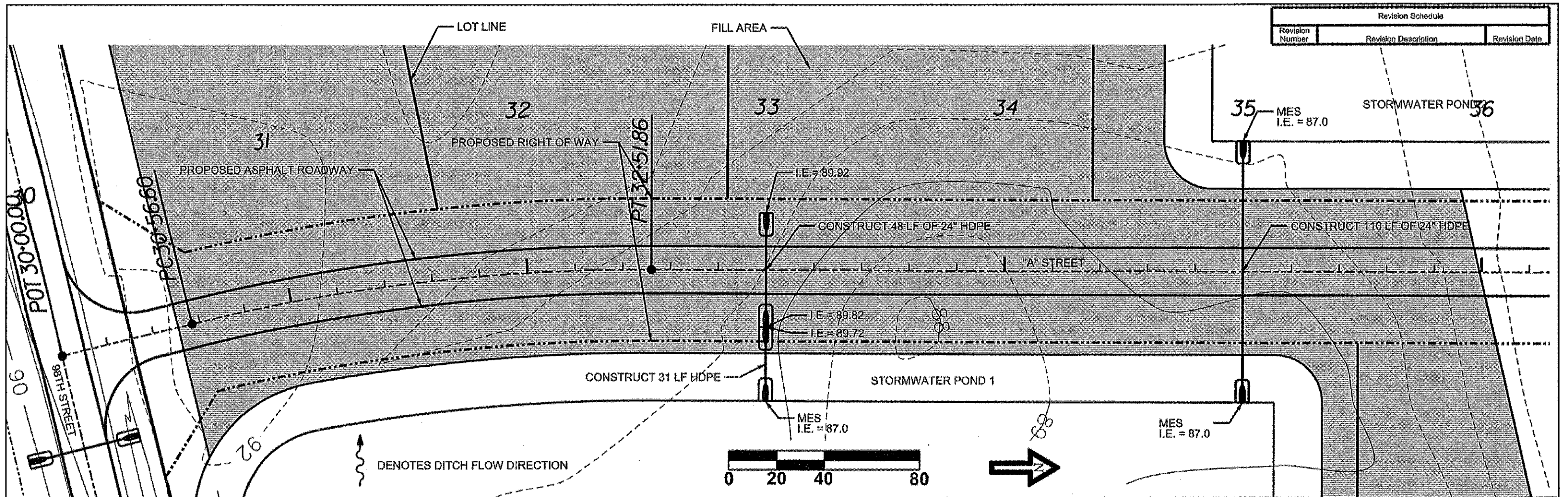
**OLD SUGARMILL FARMS - 6**

Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY: CWW		AUTH # 30824
CHECK BY: CWW		GARY GILL PE #51942
APPROVED BY: CWW		426 SW COMMERCE DR 130-M
		LAKE CITY, FL 32025 386-590-1242

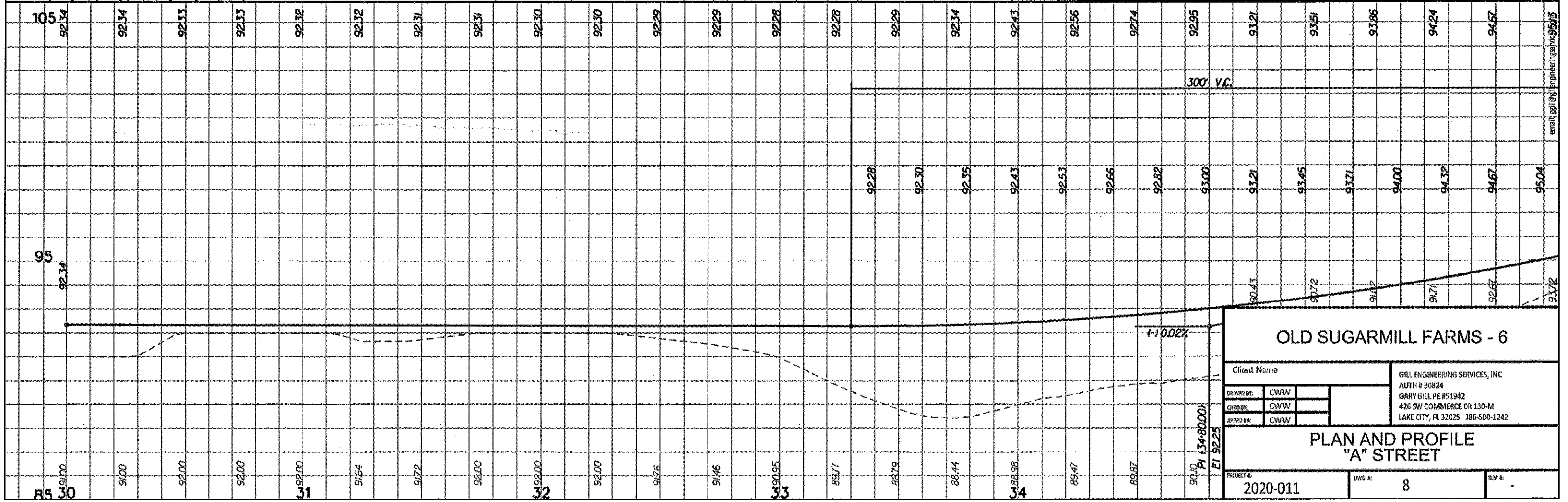
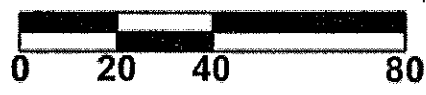
**PLAN AND PROFILE  
98TH STREET**

PROJECT #:	2020-011	DWG #:	7	REV #:	-
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email: gill@engineering-services.com



Revision Schedule		
Revision Number	Revision Description	Revision Date

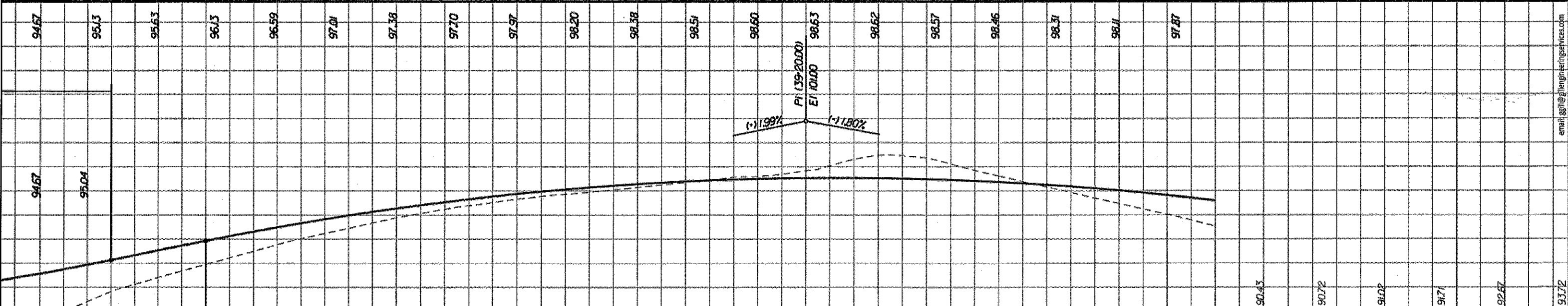
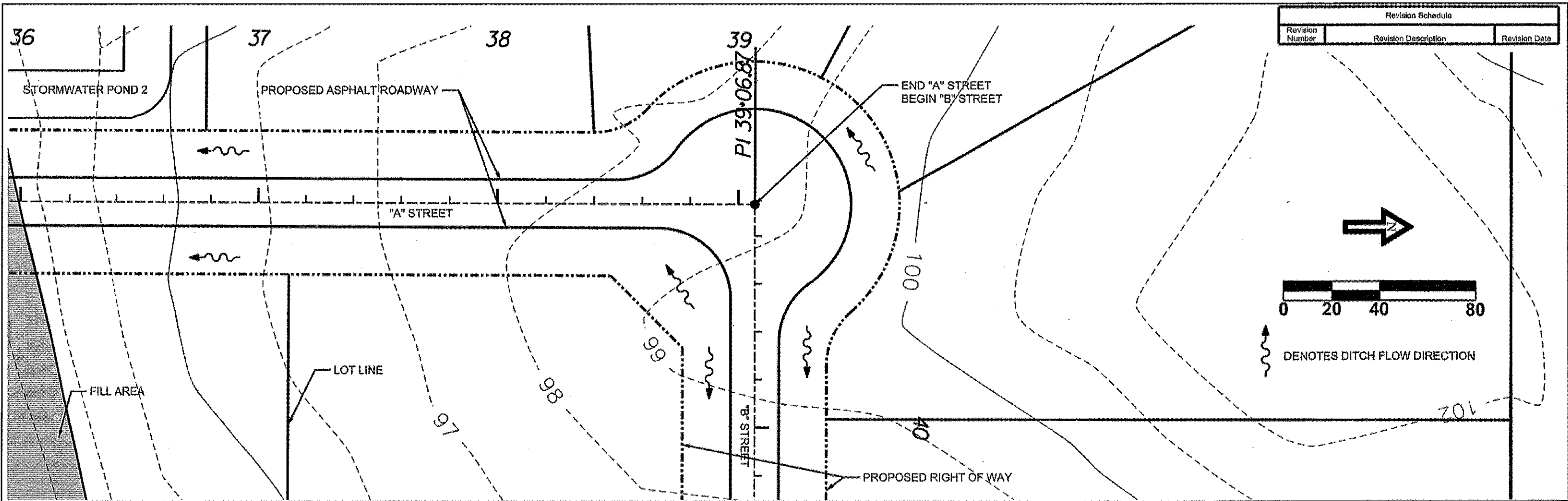


**OLD SUGARMILL FARMS - 6**

Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY: CWV		AUTH # 30824
CHECKED BY: CWV		GARY GILL PE #51942
APPROVED BY: CWV		426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 386-590-1242

**PLAN AND PROFILE  
"A" STREET**

PROJECT #:	DWG #:	REV #:
2020-011	8	-

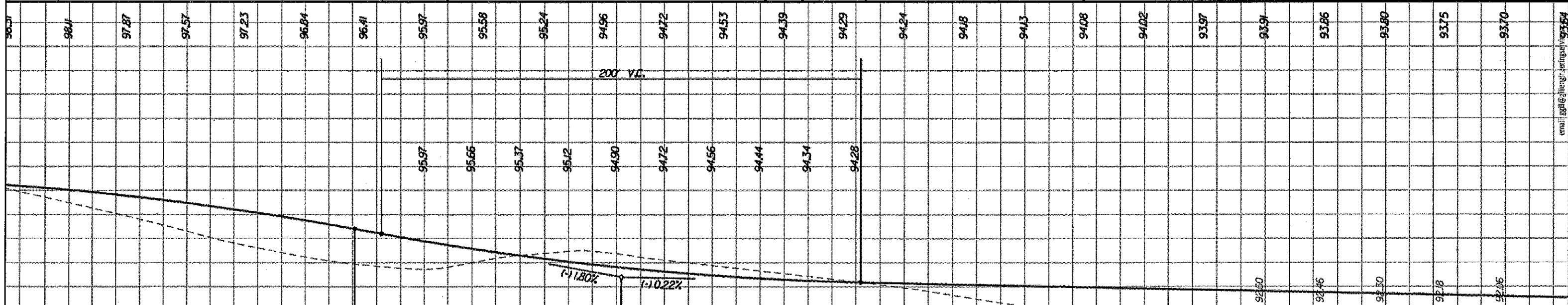
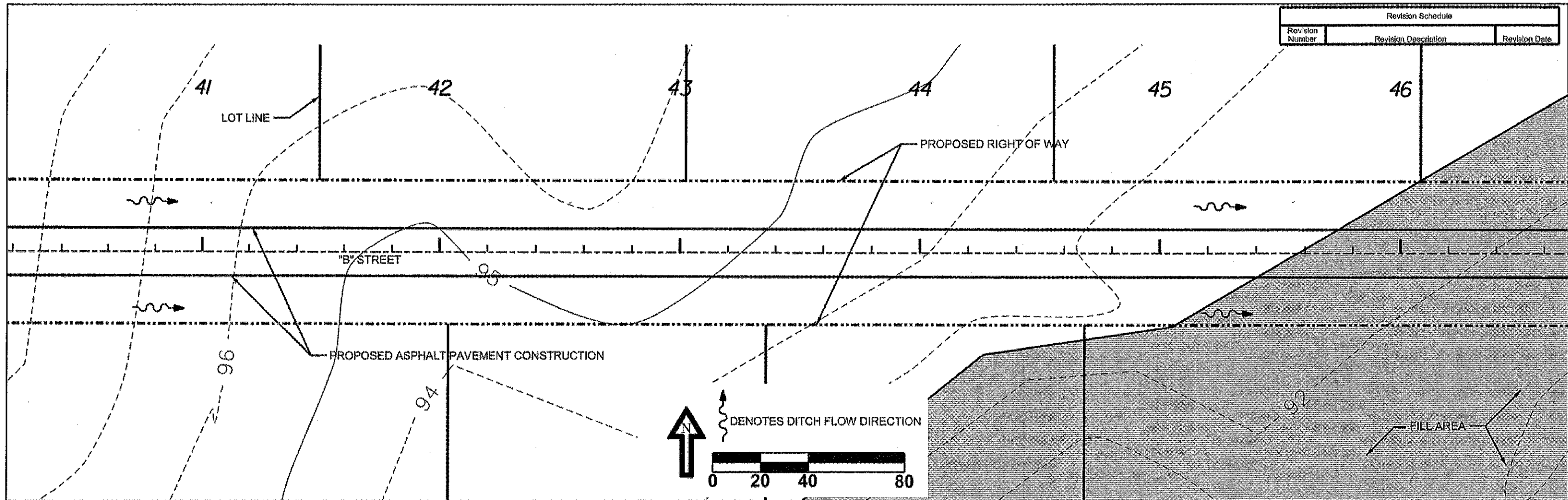


<b>OLD SUGARMILL FARMS - 6</b>	
Client Name	GILL ENGINEERING SERVICES, INC
Client Address	AUTH # 30824 GARY GILL PE #51942 426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 386-590-1242
PROJECT #:	2020-011
DWG #:	9
REV #:	-

email: gill@engringservices.com



Revision Schedule		
Revision Number	Revision Description	Revision Date

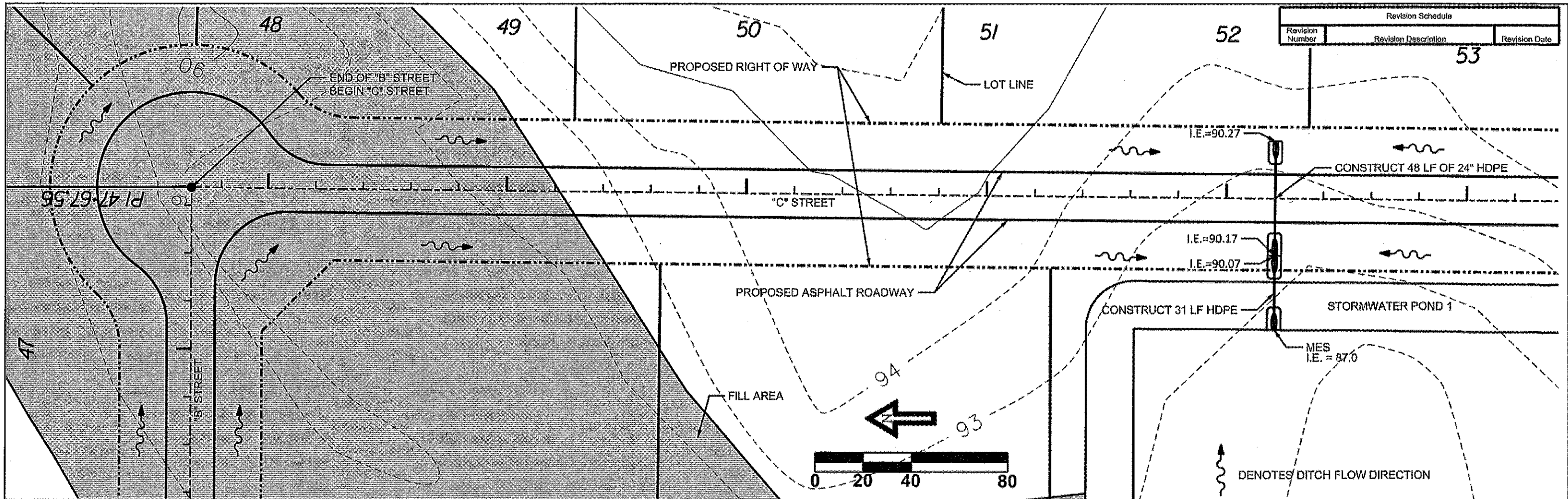


## OLD SUGARMILL FARMS - 6

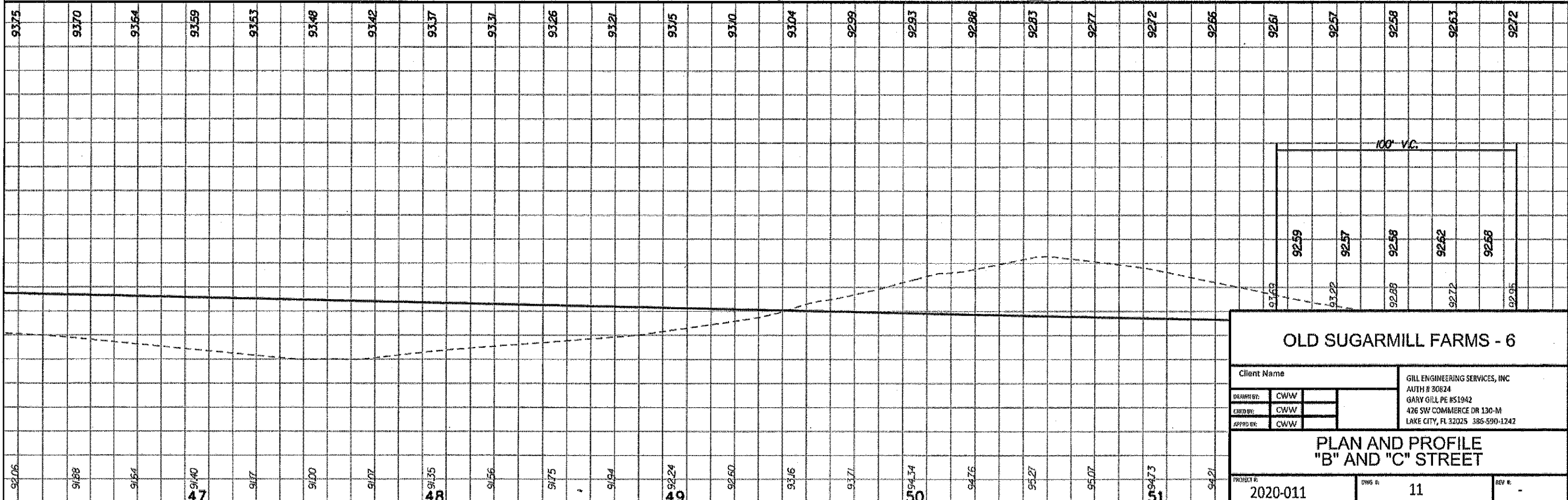
Client Name		GILL ENGINEERING SERVICES, INC	
DRAWN BY: CWW		AUTH # 30824	
CHECKED BY: CWW		GARY GILL PE #51942	
APPROVED BY: CWW		426 SW COMMERCE DR 130-N LAKE CITY, FL 32025 386-590-1242	

### PLAN AND PROFILE "B" STREET

PROJECT #:	2020-011	DWG #:	10	REV #:	-
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Revision Schedule		
Revision Number	Revision Description	Revision Date
53		



**OLD SUGARMILL FARMS - 6**

Client Name		GILL ENGINEERING SERVICES, INC
DRAWN BY:		CWW
CHECKED BY:		CWW
APPROVED BY:		CWW
		AUTH # 30824 GARY GILL PE #51942 426 SW COMMERCE DR 130-M LAKE CITY, FL 32025 386-590-1242

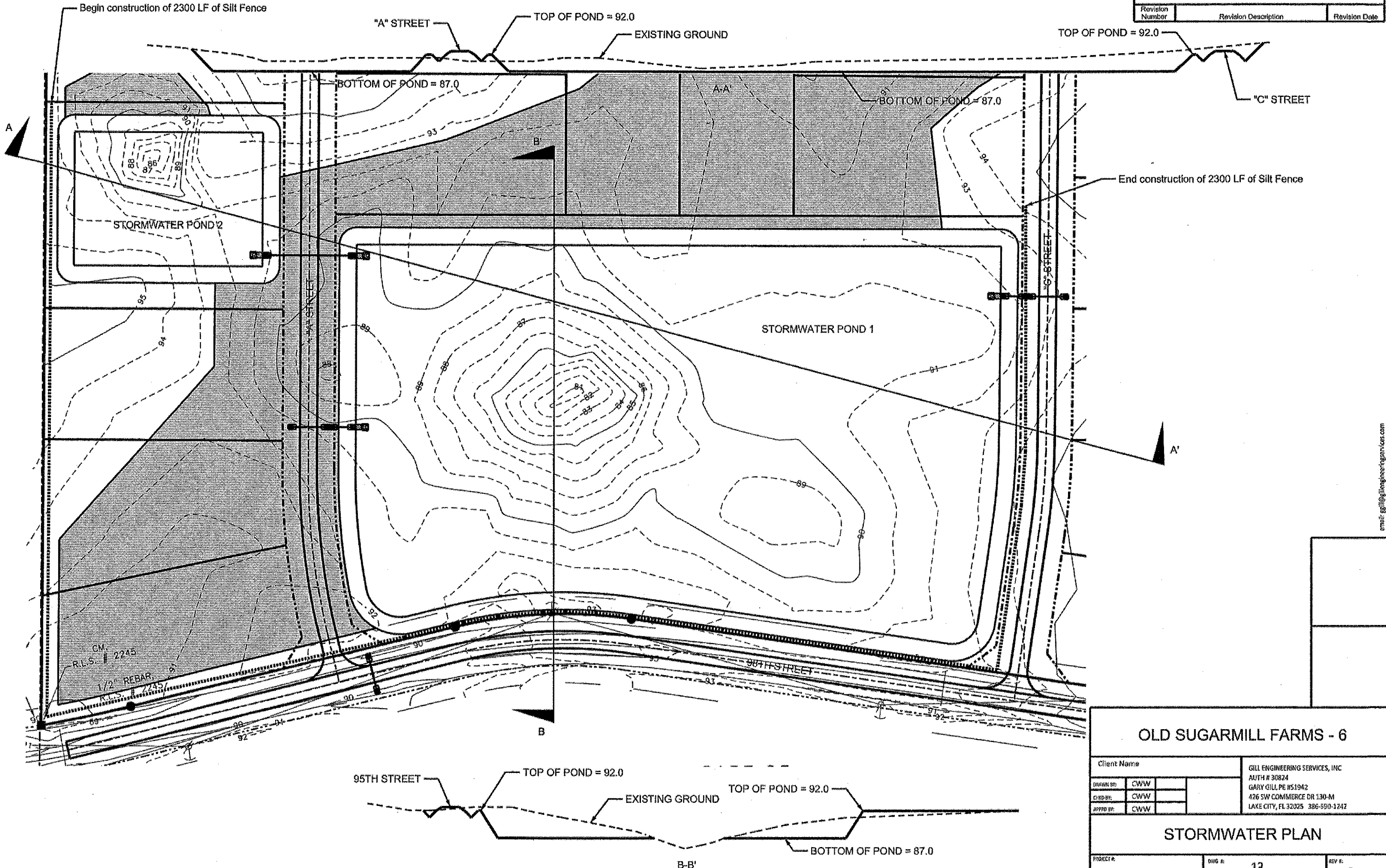
**PLAN AND PROFILE  
"B" AND "C" STREET**

PROJECT #:	2020-011	DWG #:	11	REV #:	-
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Revision Schedule		
Revision Number	Revision Description	Revision Date



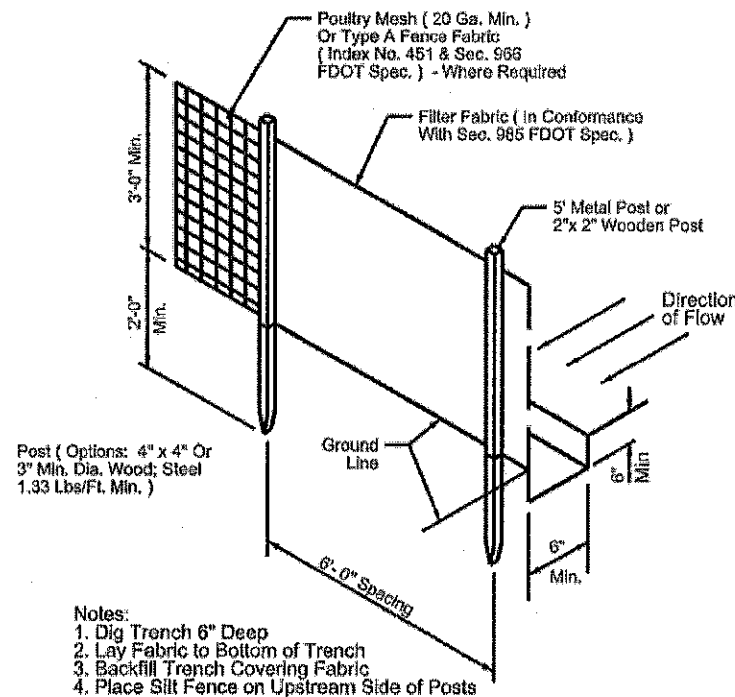
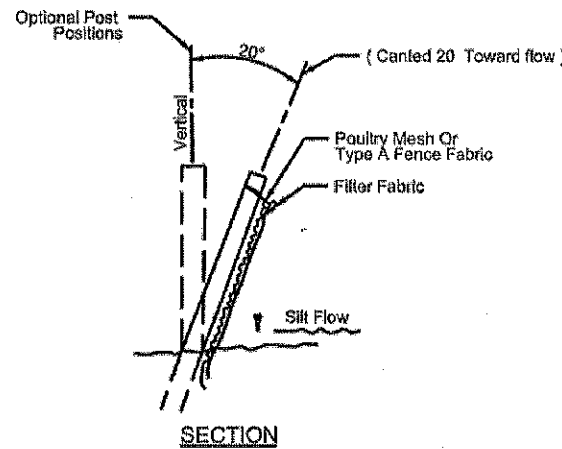
<h3>OLD SUGARMILL FARMS - 6</h3>	
Client Name	GILL ENGINEERING SERVICES, INC
	AUTH # 30824
	GARY GILL PE #51942
	426 SW COMMERCE DR 130-M
	LAKE CITY, FL 32025 386-590-1242

<h3>STORMWATER PLAN</h3>	
PROJECT #	DWG #
	13
	REV #

email: egill@gillengineservices.com

EROSION CONTROL NOTES

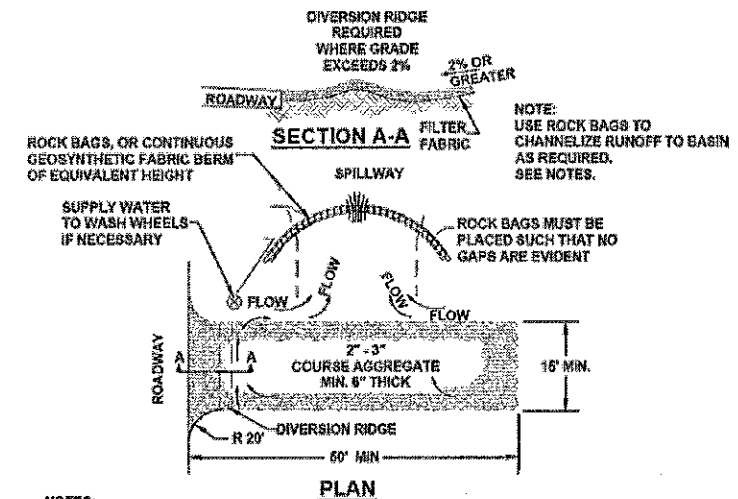
- Contractor shall adhere to FDOT, Union County, SRWMD and other governing authorities for erosion and sediment control regulations. Contractor shall use BMP's from the "Florida Erosion and Sediment Control Inspector's Manual".
- Sediment and erosion control facilities and storm drainage facilities detention basins shall be installed prior to any other construction.
- Erosion control measures shall be inspected weekly and after each rainfall and replaced as necessary.
- Sediment and erosion control measures shall not be removed until all construction is complete and until a permanent ground cover has been established.
- All open drainage swales shall be grassed and riprap shall be placed as required to control erosion.
- Silt fences shall be located on site to prevent sediment and erosion from leaving right-of-way limits.
- Additional erosion control devices shall be used as required.
- During construction and after construction is complete, all structures shall be cleaned of all debris and excess sediment.
- Contractor is responsible for the construction and maintenance of all erosion and sedimentation controls during proposed construction.
- All disturbed areas will be sodded.
- All stabilization practices shall be initiated as soon as practicable in areas of the job where construction activities have temporarily or permanently stopped, but in no case shall the disturbed area be left unprotected for more than three (3) days.
- If the proposed erosion control plan does not work, the contractor should use the BMP's in the Florida Erosion and Sediment Control Inspector's Manual to implement a plan that will work and meet actual field conditions.
- All waste generated on the project shall be disposed of by the contractor in areas provided by contractor.
- Loaded haul trucks shall be covered with tarps.
- Excess dirt shall be removed daily.
- Fertilizer shall be applied as specified in the plans and specifications.
- This project shall comply with all water quality standards. Permit required from SRWMD has been obtained.
- All pollution controls shall be maintained at all times.
- Type IV silt fence shall be placed to prevent sedimentation. Silt fence shall be replaced after three (3) months or when sediment reaches one-half (1/2) the height of the fabric.
- Qualified personnel shall inspect the area used for storage of stockpiles, the silt fence and straw bales, the location where vehicles enter or exit the site, and the disturbed areas that have not been finally stabilized, at least once every seven (7) calendar days and within 24 hours of the end of a storm of 2 inches or greater.
- Sites that have been finally stabilized with sod shall be inspected at least once every week.
- If during construction or operation of the stormwater management system, a structural failure is observed that has the potential to cause the direct discharge of surface water into the Floridan Aquifer System, correction actions designed or approved by a registered professional shall be taken as soon as practical to correct the failure. A report prepared by a registered professional must be provided as soon as practical to SRWMD for review and approval that provides reasonable assurance that the breach will be permanently corrected.
- The contractor shall submit a National Pollutant Discharge elimination system notice of intent along with supporting documentation to the FDEP at least 48 hours prior to beginning of construction. The contractor shall be responsible for all permit fees.
- The contractor shall submit a notice of construction commencement to SRWMD at least 48 hours prior to the beginning of construction.
- The stormwater basin is designed in accordance with SRWMD Applicant Handbook, Volume 2 and 62-330 FAC
- All slopes of the stormwater basin shall be grassed. All slopes steeper than 3:1 shall be stapled sod.
- Contractor shall implement all components of the erosion and sedimentation control plan prior to any earth disturbing activities. All components shall be maintained by the contractor until all vegetation is established. The entire project area is stabilized and the owner has accepted operation and maintenance.



**TYPE IV SILT FENCE**  
NTS

AS COMPARED TO TYPE III SILT FENCE, TYPE IV FENCE HAS GREATER STRENGTH AND HEIGHT WHICH REDUCES THE POSSIBILITY OF SEDIMENT AND WATER FROM OVERTOPPING THE FENCE. AS A RESULT, AVOID USING TYPE IV FENCE IN AREAS WHERE THE DETAINED WATER WOULD BACK INTO TRAVEL LANES OR OFF THE RIGHT OF WAY.

- If Karst features form during construction (cavities, chimneys, sinkholes), the following shall be performed:
  - Notify SRWMD and applicable local government immediately when the features are encountered. The method of repair shall be submitted for review, comment, and approval prior to attempting any repair.
  - Shallow karst features are typically less than 5' deep and only have small voids in the limestone. The feature can be repaired by backfilling with a lower permeability material, such as clayey-sand or clay. Compact the backfill and create a small mound slightly above grade to account for settling.
  - Deep karst features shall be repaired more permanently. Excavate the feature to the limestone bedrock. Plug voids in the bedrock with clean grout. Backfill over the plug with a lower permeability material, such as clayey-sand or clay. Compact the backfill to grade.



- NOTES:
- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  - WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
  - WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
  - ROCK BAGS OR SANDBAGS SHALL BE PLACED SUCH THAT NO GAPS ARE EVIDENT.

**2 TEMPORARY CONSTRUCTION ENTRANCE**  
C-9 SCALE: N.T.S.

**OLD SUGARMILL FARMS - 6**

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**STORMWATER AND EROSION NOTES**

PROJECT #:	DWG #:	REV #:
	14	

email: gill@engineering-services.com

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Establish a set sale price for property located on 10<sup>th</sup> Ter property I.D. 04-01S-12E-09421-180490.

#### **Considerations:**

During the regularly scheduled Board meeting on April 18<sup>th</sup>, the Board approved the surplus of the property & authorized staff to obtain an appraisal on the subject property. The current appraisal is based on the sales comparison approach and determined the property's worth is estimated at \$30,000.

#### **Recommendation:**

Determine and set the sale price and, upon approval of the sale price, authorize County staff to forward to Pool Realty for sale.

Respectfully submitted,

Greg Scott,  
County Administrator









**Suwannee County Property Appraiser** Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

**PARCEL: 04-01S-12E-09421-180490 (exmpt: 85) | COUNTY (8600) |**

LEG LOT 49 BLK 18 SUWANNEE RIVER PARK EST. UNIT #1

**SUWANNEE COUNTY PARK AREA**

**2023 Working Values**

Owner:  
LIVE OAK, FL 32060

Mkt Lnd	\$21,000	Appraised	--
Ag Lnd	\$0	Assessed	\$20,631
Bldg	\$0	Exempt	\$21,000
XFOB	\$0	Total	\$0
Just	--	Taxable	

Site:  
Sales  
Info

N O N E

NOTES:



Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

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

# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



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

# **PUBLIC CONCERNS AND COMMENTS**



# ADMINISTRATOR'S COMMENTS AND INFORMATION



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

