

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

**TENTATIVE AGENDA FOR MAY 17, 2022, 5:00 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

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

**APPROVAL OF MINUTES:**

1. May 3, 2022 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval to hold June 7, 2022, regularly scheduled Board meeting at Live Oak City Hall 101 White Avenue S. E. Live Oak, Fl. 32064. The meeting will begin at 5:00 p.m.
4. Approval of Storage Tank Liability Warranty Renewal with Terrorism Act Premium.
5. Approval of agreement with Wood Environment & Infrastructure Solutions, Inc. in the amount of \$12,588.82 for professional services associated with sampling and review of petroleum clean-up, pending County Attorney review. Budget impact: to be paid from professional services line.
6. Approval of additional \$3,000 for the collection site permit decal project.
7. Approval of Task Order with North Florida Professional Services, Inc. for survey of Catalyst Site rail spur. Budget Impact: \$1,395.00 to be paid from Board's Professional Services line.

8. Approval of Agreement with North Florida Professional Services, Inc. for architectural/engineering services for the design of the building and site for the CDBG-CV multiuse building. Budget Impact: \$214,000 to be paid from grant proceeds.
9. Approval of payment of Non-Ad Valorem Assessments in the amount of \$1,966.92.
10. Approval of AECOM Task Order No. 25 for construction phase services for rehabilitation of Taxiway A and Taxiway Connector widening project at Suwannee County Airport. Budget Impact: funded by FAA.
11. Approval of settlement with Walgreens and participation in the State of Florida settlement and authorize County Attorney to execute on behalf of the County the appropriate Participation Agreement and all associated documents.
12. Approval of Contract with Fred Fox Enterprises, Inc. for administration of CDBG-CV grant. Budget Impact: to be funded by grant proceeds.
13. Approval of Agreement with Dewberry Engineering, Inc. for construction engineering inspection services associated with CR137 utilities extensions. Budget Impact: to be paid from ARPA funds.
14. Authorization to execute grant applications for infrastructure, including but not limited to construction of a sewer plant and collection lines for Catalyst Site and construction of water transmission lines for Catalyst Site, and adoption of enabling Resolution.
15. Authorize Fire Rescue to send letter of intent for the re-chassis and refurbish of two existing Frazer Type I 14' ambulance modules on a 2023 International CV 4500 Duramax Diesel Chassis. Work to be completed by Frazer Ltd as a sole source provider. Budget Impact: \$419,710 will be budgeted into the Fire Rescue budget for 2022-23 fiscal year.
16. Authorize procurement of 150KW natural gas generator for standby power usage at Suwannee County Courthouse. Budgeted item.
17. Award bid and authorize Chairman to execute contract with Curt's Construction (pending County Attorney review) for rehabilitation of Taxiway A and Taxiway Connectors at Suwannee County Airport and authorize staff to sign all related documents. (Bid No. 2022-20, opened April 26, 2022) Budget impact: funded by FDOT and FAA.

**TIME-SPECIFIC ITEMS:**

18. **At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the adoption of a Resolution approving Special Permit for Temporary Use Request No. SPTU-22-04-01 by American Promotional Events DBA TNT Fireworks, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a Fireworks Tent Sale, to be held starting June 21, 2022, through July 5, 2022, on property zoned Commercial Intensive (CI). (Ron Meeks, Planning & Zoning Director)
19. **At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider adoption of an Ordinance approving LDR 22-02, an application by Jacqueline and

Michael Taylor, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from RESIDENTIAL SINGLE FAMILY-1 (RSF-1) to RESIDENTIAL SINGLE FAMILY/MOBILE HOME 1 (RSF-1/MH-1). (Ron Meeks, Planning & Zoning Director)

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

**GENERAL BUSINESS:**

20. Discuss road projects. (Randy Harris, County Administrator)

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

22. 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.)

23. Administrator's comments and information.

24. Board Members Inquiries, Requests, and Comments.

5:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Clyde Fleming; Commissioner Travis Land; and Commissioner Len Stapleton. Eric Musgrove and Logan Woods, Deputy Clerks; Randy Harris, County Administrator; and James W. Prevatt, Jr., County Attorney, were also present.

Chairman White called the meeting to order at 5:01 p.m. and asked Commissioner Fleming to lead the invocation and Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the April 19, 2022 Regular meeting.

Deputy Clerk Musgrove noted a wording change regarding public comments from Moses Clepper.

**Commissioner Fleming moved to approve the minutes of the April 19, 2022 Regular meeting, as corrected. Commissioner Land seconded, and the motion carried unanimously.**

**CONSENT:**

Item ten was pulled for discussion.

**The second item on the agenda** was to approve payment of \$4,529,001.52 in processed invoices.

**The third item on the agenda** was acceptance of the E911 Rural County Grant in the amount of \$58,790.00, 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. 2022-67)**

**The fourth item on the agenda** was approval of an amendment to the FY 2021-2022 contract with the Suwannee County Health Department. **(Agreement No. 2021-108-01)**



**The fifth item on the agenda** was approval of an amendment to the Letter of Agreement with Trulieve Suwannee, LLC and authorize the Chairman to sign the same. **(Agreement No. 2021-80-01)**

**The sixth item on the agenda** was approval of renovations to the Meridian Behavior Healthcare building located at 920 Nobles Ferry Road, Live Oak, FL. Budget impact: Meridian will fund all facility improvements related to this project.

**The seventh item on the agenda** was approval of a Quiet Title Representation Agreement (with the Chauncey Law Firm) regarding surplus property (on 173<sup>rd</sup> Road). **(Agreement No. 2022-64)**

**The eighth item on the agenda** was authorization to advertise for bids for terminal renovations at the Suwannee County Airport and authorize staff to execute all related documents. Budget impact: funded by FDOT.

**The ninth item on the agenda** was award of a bid and execution of a contract with Security 101 for installation of cameras at the Suwannee County Jail. Budgeted item. (Bid No. 2022-15; bids were opened April 19, 2022) **(Agreement No. 2022-65)**

**The tenth item on the agenda** was award of a bid and authorize the County Administrator to submit an order with Ring Power for eight (8) motor graders for the Public Works Department. (Bid No. 2022-19; bids were opened April 12, 2022)

This item was pulled from the consent agenda for discussion.

**The eleventh item on the agenda** was reappointment of Clifford Gwinn as an At Large member on the Suwannee County Development Authority.

**Commissioner Hale moved to approve consent items 2-9 and 11. Commissioner Stapleton seconded, and the motion carried unanimously.**

Chairman White moved to agenda item fourteen.

**GENERAL BUSINESS:**

**The fourteenth item on the agenda** was to discuss, with possible Board action, appointments to the Affordable Housing Advisory Committee.

Chairman White noted that the County had grown to the point where an Advisory Committee was required and asked for a volunteer from the Commission to serve.

Commissioner Stapleton volunteered to serve on the Committee.

**The Board agreed by consensus to appoint Commissioner Stapleton to the Affordable Housing Advisory Committee.**

**TIME-SPECIFIC ITEMS:**

**The twelfth item on the agenda** was at 5:05 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider adoption of a resolution approving Special Permit Request No. SP-22-04-01 by Ignite Wireless, authorized agent for property owners CSX Transportation Inc., to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (266-foot self-support communications tower and associated equipment).

Chairman White opened the public hearing.

County Attorney Prevatt swore in all those wishing to speak.

Ronald Meeks, Planning and Zoning Director, noted that this was a continuation of an application discussed in a previous meeting and had nothing further to add to the original application. No additional information had been submitted pertinent to the request as well.

Chairman White asked if there was any reason for the County not to approve the application. Mr. Meeks replied that the County had the allowance to make the decision on a case-by-case basis based

upon scale of need, but he added that nothing stopped the County from approving several towers within close proximity. He then discussed several items related to the scale of need.

County Attorney Prevatt suggested that the Chairman hear from the applicant and any rebuttals, in case there was additional information to be submitted for the record, before proceeding to hearing public comments.

Andy Rotenstreich of 420 20<sup>th</sup> Street in Birmingham, Alabama, representing Ignite Wireless (on behalf of City Switch and CSX), stated that there was a County ordinance in place whose requirements the company met, and he believed that the application therefore should be approved. Mr. Rotenstreich submitted additional information to the Board and discussed it in some detail, noting that the proposed tower would improve coverage and that there were already other locations in Suwannee County that had several towers in close proximity. Mr. Rotenstreich added that all the extra talk about AT&T leaving the SBA tower to move to the proposed one was immaterial to the application, but since it was discussed in great detail, he submitted a ruling from the State of Kentucky against SBA for their practices.

County Attorney Prevatt accepted the applicants' additional information as Exhibits 1 through 4. Chairman White opened the floor to public comments.

Ryan Maloney, One Independent Drive, Jacksonville, representing SBA, stated that the information just provided by Mr. Rotenstreich had not been available to the public or to his company before the meeting. He then noted several points in the proposed resolution and asked if the application actually met the County's requirements. Mr. Maloney then read part of the County's Land Development Regulations relating to tower co-location and suggested that if the Board approved the application, it would be setting a bad precedent.

Mr. Bo Hancock, 6135 Wiggins Road, suggested that the issue was one of economic development. He believed that SBA was in business to make money, and if they were serious, they could lower their rent

to be competitive with other providers. Mr. Hancock stated that CSX was a property owner in Suwannee County and wished to use their own land to fix a gap in their coverage, and he saw it as a property rights and economic development issue. He added that SBA had performed similar actions across the country and urged the Board to pass the resolution.

Mr. Moses Clepper, 14581 102<sup>nd</sup> Path, was concerned about aesthetics and did not like monopolies. He also saw an opportunity for the County to change the current Land Development Regulations to protect the appearance in the County. Mr. Clepper also suggested using camouflaged poles, although they were three times the cost of a regular one, and he also did not see the need for a 266-foot-high tower. He saw conflicting opinions from the various companies and again suggested taking the time to rewrite part of the County's Land Development Regulations.

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

Chairman White stated that he was in favor of landowner rights, and the only determination to be made tonight was if CSX needed the tower.

Commissioner Hale stated that according to the Planning and Zoning Director, the application met all the requirements found in the County's Land Development Regulations, and the Board should stick with the issue at hand, not getting bogged down in other issues as the previous meeting.

Commissioner Fleming agreed with Commissioner Hale's comments and did not want to get into a debate such as had been held at the previous meeting related to the application, and tonight's agenda item was simply to approve or disapprove the application.

Commissioner Land agreed that the debate at the last meeting drifted from the application into tenant-landlord issues that were not related to the application.

Commissioner Stapleton agreed with the previous comments but did not like how the applicant had presented at the first meeting. He added that the application met the County's requirements.

**Commissioner Stapleton moved to approve a resolution approving Special Permit Request No. SP-22-04-01 by Ignite Wireless, authorized agent for property owners CSX Transportation Inc., to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (266-foot self-support communications tower and associated equipment). Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2022-33)**

**COMMISSIONERS ITEMS:**

There were none.

**COUNTY ATTORNEY ITEMS:**

**The thirteenth item on the agenda** was consideration to exercise an option to purchase for property along 169<sup>th</sup> Road.

County Attorney Prevatt stated that he had been instructed to review the approximately 170.99-acre property for future needs and as a result, had entered into an option to purchase it at \$5,300 per acre (\$906,247 total originally); after survey adjustments, it was determined to have additional acreage for a total cost of \$919,974. Two appraisals had been performed on the property, and the proposed purchase price was less than the appraisals. County Attorney Prevatt asked that the Board exercise the option to purchase the property along 169<sup>th</sup> Road, declare it as a public purpose and to enter into a standard real estate agreement, and approve the Clerk's Office to make payment.

Commissioner Stapleton asked about the appraisal estimates. County Attorney Prevatt replied that the two appraisals were \$5,600 per acre and \$5,311 per acre, more than what the County would pay.

Commissioner Land was concerned because documentation had not been submitted to the Board for review, although he was in favor of the purchase itself. County Attorney Prevatt stated that he would leave the meeting momentarily to get copies for the Board to review.

Chairman White returned to item ten while County Attorney Prevatt was out.

**The tenth item on the agenda** was award of a bid and authorize the County Administrator to submit an order with Ring Power for eight (8) motor graders for the Public Works Department. (Bid No. 2022-19; bids were opened April 12, 2022)

Commissioner Land discussed the various motor grader models being proposed and suggested the heavier-duty 140 models, which seemed to hold up and do better than the 120 models. He noted that in the past, the County often entered five-year leases that allowed 7,500 hours, but suggested the County buy the two Model 140 graders currently being operated in order to save expenses. Commissioner Land then explained the lease cycle for the fourteen motor graders currently utilized by the County.

County Administrator Harris noted that motor graders on the construction crews would run fewer hours, and thus should last longer.

After questioning, Commissioner Land replied that if the County purchased the current Model 140s, they would cost approximately \$165,000 each.

Commissioner Stapleton asked for clarification on what Commissioner Land was suggesting. Commissioner Land replied that he would like to see the County purchase the two current Model 140s and purchase perhaps two new Model 140s, if funding permitted, instead of leasing eight new ones.

Commissioner Hale asked how warranties worked for the new or used machines. Mr. Todd Sandlin of Ring Power replied that the warranties extended the length of the lease, and extended warranties were available for purchased motor graders but he did not have specifics at this time.

Commissioner Fleming was concerned with purchasing motor graders because the County would eventually be responsible for all repairs, instead of through leasing, whereby the machines were covered by warranties. He reminded the Board of previous actions in which the County had purchased machines outright but they were eventually unusable without costly repairs or warranties.

County Administrator Harris asked what the warranty would be on a brand-new purchase. Mr. Sandlin replied that Ring Power could set the warranty for up to five years.

After further questioning, Mr. Sandlin replied that a standard manufacturer's warranty was for one year, but after that, Ring Power could customize an extended warranty to fit the County's needs.

Commissioner Stapleton stated that he had no problem purchasing the two current Model 140s and continue to lease other machines for now. He also agreed with leasing or purchasing all Model 140s in the future, since they were more capable than the Model 120s.

Some discussion ensued on the value of the current Model 140s compared to the price of a new machine and using the current machines for road construction, which would extend their life.

**Commissioner Fleming moved to purchase the two current Model 140 motor graders, award a bid, and authorize the County Administrator to submit an order with Ring Power for six (6) Model 140 motor graders for the Public Works Department. (Bid No. 2022-19; bids were opened April 12, 2022). Commissioner Land seconded, and after some discussion about the Model 140s, the motion carried unanimously. (Agreement No. 2022-66)**

County Administrator Harris stated that the County had come a long way over the years, as previously the County would have to purchase machines outright and then trade them in. He believed that the current leasing system had worked well and saved the taxpayers money.

Chairman White returned to item thirteen.

County Attorney Prevatt handed out the exclusive option to purchase on the property off 169<sup>th</sup> Road. He asked for the Board to exercise the option to purchase, declare the purchase for a public purpose, and authorize the Chairman to enter into a standard real estate agreement.

County Administrator Harris stated that he had been in contact with a bank that would provide a 2.28% interest rate for the property from the County's line of credit. He then discussed various loans and

CDs that were maturing within the next year and a half and that could be used after that point to complete payment of the proposed property, if desired.

Chairman White agreed with the County Administrator's comments and suggested that the County use the funds from the sale of surplus properties to help pay down the principal for the proposed property purchase.

County Administrator Harris discussed the County's line of credit and cash flow for operations, especially projects that would be reimbursed.

Discussion ensued on using revenues from the sale of surplus properties to pay down the principal of the property purchase.

**By consensus the Board agreed to pay down the principal on the proposed property as surplus property sale revenue was received.**

Mr. Hancock noted that the Board was going to discuss, with possible approval, the sale of further surplus property later in the agenda and suggested waiting to make a decision. The Board replied that they would pay down the principal as revenue from the sale of surplus properties was received, whether or not they approved the later agenda item, and a decision had to be made tonight for the current item due to time constraints on the option.

**Commissioner Land moved to approve an option to purchase approximately 171 acres off 169<sup>th</sup> Road and authorize the exercise of the option to purchase. Commissioner Fleming seconded, and the motion carried unanimously.**

**Commissioner Hale moved to declare the purchase as a public purpose and authorize the Chairman to enter into a standard real estate agreement with standard assumption of buyer/seller costs as approved by the County Attorney to purchase the property. Commissioner Land seconded, and the motion carried unanimously.**



**Commissioner Land moved to authorize the Finance Department to issue and release a check for the purchase price and expenses, with availability for closing, from the line of credit with First Federal. Commissioner Hale seconded, and the motion carried unanimously.**

**Commissioner Land moved to use the proceeds of surplus property sales to pay down the principal of the property purchase off 169<sup>th</sup> Road, as it was received. Commissioner Fleming seconded, and the motion carried unanimously.**

**GENERAL BUSINESS:**

**The fourteenth item on the agenda** was to discuss, with possible Board action, appointments to the Affordable Housing Advisory Committee.

This item was discussed prior to item twelve.

**The fifteenth item on the agenda** was to discuss, with possible Board action, offers on surplus property located on 112<sup>th</sup> Street, Parcel ID No. 12-03S-13E-08610-000000.

County Administrator Harris discussed the quotes.

Commissioner Stapleton was not interested in accepting the bids, as they were far lower than the property that the County just purchased.

Commissioner Land asked if the property was bid or listed, and then asked about the minimum listing price. County Administrator Harris replied that the property was listed, and he believed it to be for a minimum of \$7,000 per acre.

Commissioner Land agreed with Commissioner Stapleton's comments.

Commissioner Stapleton did not believe that the County should hold to \$7,000 per acre but wanted a higher price per acre than the bids had proposed.

After questioning, County Attorney Prevatt stated that the Board must reject the bids and relist the properties if they were not satisfied with the current bid prices.

Commissioner Land asked if the Board could change the language to allow providing counteroffers. County Attorney Prevatt replied that the Board could not counteroffer on sealed bids but could change the minimum price per acre.

**Commissioner Stapleton moved to reject all bids for surplus property located on 112<sup>th</sup> Street, Parcel ID No. 12-03S-13E-08610-000000. Commissioner Fleming seconded, and the motion carried unanimously.**

**Commissioner Stapleton moved to relist the property at \$6,500 per acre for thirty days. Commissioner Land seconded, and the motion carried unanimously.**

**The sixteenth item on the agenda** was to discuss road projects.

Chairman White pulled this item from the agenda for discussion at a later date.

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

There were two additional agenda items:

**The first additional agenda item** was to approve Modification No. 1 to Subgrant Agreement No. F0023 between the Division of Emergency Management and the Suwannee County Board of County Commissioners for the engineering and design of an Emergency Operations Center.

**The second additional agenda item** was to adopt a resolution authorizing the County Administrator to administer Subgrant Agreement No. F0023 for the engineering and design of an Emergency Operations Center and sign all related documents.

County Administrator Harris stated that the additional agenda items dealt with the same issue. He stated that a grant was about to expire and it needed to be extended.

Commissioner Stapleton wanted assurances that when the time came to design the EOC building, that the Sheriff would be allowed to participate.

Sheriff Sam St. John clarified that his office would like to have input on the design of the building.

**Commissioner Stapleton moved to approve Modification No. 1 to Subgrant Agreement No. F0023 between the Division of Emergency Management and the Suwannee County Board of County Commissioners for the engineering and design of an Emergency Operations Center, and to adopt a resolution authorizing the County Administrator to administer the Subgrant Agreement. Commissioner Hale seconded.** Mr. Hancock asked why the grant needed to be extended and work had not been completed sooner. County Administrator Harris replied that the issue was due to a former employee being set up as grant administrator, but the grant had fallen between the cracks when the employee had left for another job. Another Sheriff's Office employee had later signed for an extension but had been rejected since they were not listed as grant administrator, thus the need for the changes.

**Commissioner Land left the meeting at 6:35 p.m.**

County Administrator Harris also noted that in prior years, grant money had to be received before engineering designs could be started, but recently the State had changed its requirements and looked favorably upon entities that performed engineering work before applying for grants.

**Commissioner Land returned to the meeting at 6:36 p.m. Commissioner Hale left the meeting at 6:36 p.m.**

Discussion ensued on grants for replacement of the Emergency Operations Center and if someone in the County Offices made sure that decisions made by the Board were carried out.

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

County Administrator Harris added that the Board had different priorities and sometimes decisions were changed. Chairman Stapleton clarified that the money was the taxpayers' money, and if a

project was not completed, then the funding was still available for other projects. Mr. Hancock again asked where the oversight was for project funding. The Board replied that they were the oversight, prioritized by County staff. Discussion continued on funding or escrowing funds for large projects, changes in County priorities, and changes in circumstances. **The motion to approve changes to Subgrant Agreement No. F0023 for the engineering and design of an Emergency Operations Center and to adopt a resolution authorizing the County Administrator to administer the Subgrant Agreement carried unanimously. (Agreement No. 2019-141-01 and Resolution No. 2022-34)**

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

Mr. Wayne Hannaka, 11883 93<sup>rd</sup> Road, discussed internet cafes and asked if the County was going to ban them by ordinance, as discussed at earlier meetings. County Attorney Prevatt replied that he was the hold-up on the item, as the advertisement had not been submitted in time. He would be working to place it on the agenda as soon as possible.

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

County Administrator Harris stated that the Board made policy decisions, but there was constant discussion and work by County staff and the Board on many projects, especially over the last two months. He then went into details about some of the improvements that had been made over the years.

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

Commissioner Fleming stated that there had been many improvements in the County since he had become a commissioner. He also understood some of the public's frustrations and thanked County staff for their hard work.

Commissioner Stapleton apologized for his response to Mr. Hancock's comments and thanked his mother for his love of Suwannee County.

Commissioner Land had nothing to discuss.

May 3, 2022  
Regular Board Meeting  
Live Oak City Hall  
Live Oak, Florida

Commissioner Hale was proud of what the Board had accomplished over the years.

Chairman White stated that Economic Development Director Jimmy Norris had put on a presentation about economic development sponsored by the North Florida Economic Development Partnership the previous week that had been helpful. He also thanked the Board for working together.

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

There being no further business to discuss, the meeting adjourned at 7:05 p.m.

ATTEST:

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

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

DRAFT

## **Agenda Item No. 2**

Approval of payment of processed invoices.

## Agenda Item No. 3

Approval to hold June 7, 2022, regularly scheduled Board meeting at Live Oak City Hall 101 White Avenue S. E. Live Oak, Fl. 32064. The meeting will begin at 5:00 p.m.

## **Agenda Item No. 4**

### **Item:**

- Storage Tank Liability Warranty Renewal with Terrorism Act Premium

Tank Locations: Suwannee County Airport  
Suwannee County Public Works (Branford)  
Suwannee County Public Works (Live Oak)

### **Requested Action:**

Approval



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February 15, 2022  
Wesley Wainwright  
Suwannee County Board of  
Commissioners  
13150 80th Terrace  
Live Oak, FL 32060

## IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program  
Insured: Suwannee County Board of  
Commissioners  
Policy Number: FPL004972967  
Expiration Date: 6/03/22

Dear Mr. wainwright:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

B.W. Helvenston & Sons Inc  
PO Box 818  
Live Oak, FL 32064-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

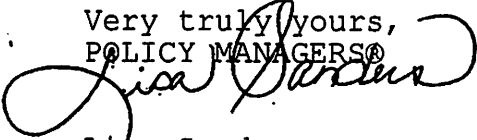
Wesl y Wainwright  
Suwannee County Board of  
Commissioners  
February 15, 2022  
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resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,  
POLICY MANAGERS®



Lisa Sanders  
Senior Account Executive  
lsanders@policymanagers.com

cc: Lee H Harvard  
B.W. Helvenston & Sons Inc  
PO Box 818  
Live Oak, FL 32064-



**Storage Tank Third Party Liability  
TankGuard<sup>®</sup> Renewal Warranty**

NAMED INSURED: Suwannee County Board of  
Commissioners  
INSURER: Commerce and Industry Insurance Company  
POLICY NUMBER: FPL004972967  
POLICY PERIOD: 6/03/22 - 06/03/23

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

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

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

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

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

LIMITS DESIRED: (each incident/aggregate)

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

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

DEDUCTIBLE DESIRED: (each incident)

\$5,000     \$10,000     \$25,000     \$50,000     \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



### Renewal Warranty Acknowledgement

B.W. Helvenston & Sons Inc

APPLICANT: \_\_\_\_\_  
Suwannee County Board of  
Commissioners  
(Print Name)

BROKER: \_\_\_\_\_  
PO Box 818  
Live Oak, FL 32064-  
(Street Mailing Address)

DATE: May 17, 2022

Lee H Harvard  
(Contact person)

(386) 362-1818  
(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)  
A113129

(License Number and State)  
0592781726

(Tax I.D. #)

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

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

## **Agenda Item No. 5**

### **Item:**

Approval of agreement with Wood Environment & Infrastructure Solutions, Inc. in the amount of \$12,588.82 for professional services associated with sampling and review of petroleum clean-up, pending County Attorney review.

### **Description:**

This has been an ongoing project located at the Suwannee County Road Department. The rates are consistent with FDEP negotiated rates.

### **Budget impact:**

To be paid from professional services line.



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 4th day of May 2022, is made by and between Wood Environment & Infrastructure Solutions, Inc., a Nevada corporation, with an address at 2801 Yorkmont Road, Suite 100, Charlotte, North Carolina 28208 ("Wood") and Suwannee County Board of Commissioners with an address at 13150 80th Terrace, Live Oak, Florida 32060 ("CLIENT").

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

PROJECT

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

SCOPE OF SERVICES

Wood agrees to perform the below services:

- Develop monitoring well MW-15 and perform a groundwater sampling event of 23 monitoring wells for BTEXM, PAH, TRPH, EDB, lead in accordance with FDEP SOPs. Compile, summarize, and document in a written report meeting the requirements of the FDEP Petroleum Restoration Program.
Rates are based on the negotiated rates between Wood and FDEP as documented in contract number GC788 (latest amendment).
Reductions will be made based on the unit rates in the attached FDEP SPI rate sheet, in the event some portion of the scope cannot be performed.

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

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

X Firm-fixed price: CLIENT agrees to compensate Wood on a firm-fixed price basis (exceptions above) in the amount of: \$ 12,588.82.

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

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

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

ATTACHMENTS

The listed attachments form part of this Agreement:

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

## Terms and Conditions

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

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

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

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

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

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

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

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

Should Wood encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Wood shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Wood's reasonable opinion, the conditions cause an increase or decrease in Wood's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Wood's compensation, schedule, or both. In the event

US PSA 4-2020

no Change Order is agreed to, Wood reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**Suwannee County Board of Commissioners**

**Wood Environment & Infrastructure Solutions, Inc.**

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

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

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

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

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

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

Florida Department of Environmental Protection - Petroleum Restoration Program

FDEP Facility ID#: 618521188

STCM Facility Name: Suwannee County Road Department

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

WATER SAMPLING TABLE																			
Task #	Well #(s) or Water Sample Location	Frequency (if applicable)	Expedited Turnaround (TA)	Water Level/FP Gauging Only (8-7.)	# MWs Sampled (8-1./8-2.)	(9-27.) BTEX + MTBE	(9-30.) PAHs	(9-36.) TRPH (FL-PRO)	(9-31.) EDB (via 504.1 or 8011)	(9-41.) Lead, Total									
1	MW-1, MW-2, MW-3, MW-4, MW-5, MW-6, MW-9, MW-10, MW-11, MW-12, MW-13, MW-14, MW-15, MW-23, MW-24, MW-25, MW-26, MW-27, MW-28, MW-29, MW-30, MW-31, DMW-3				23	23	23	23	23	23									
Task 1 Subtotal				0	23	23	23	23	23	23	0	0	0	0	0	0	0	0	0
GRAND TOTALS				0	23	23	23	23	23	23	0	0	0	0	0	0	0	0	0

Facility Name: Suwannee County Road Department

FAC ID#: 8521188

County: 61

Region: North

Site Manager Name: Melike Altune

Site Manager Phone: 850-245-8868

Site Manager Email: melike.altune@dep.state.fl.us

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	UNITS	PRICE	TOTAL PRICE
<b>Task 1</b>					
3-1.	Mobilization, Light Duty Vehicle (car or 1/2 ton truck) - ≤ 100 miles each way	Per Round Trip	1	\$486.00	\$486.00
6-13.	Well Redevelopment	Per Well	1	\$213.75	\$213.75
8-1.	Monitoring Well Sampling with Water Level, ≤ 100 foot depth	Per Well	22	\$232.00	\$5,104.00
8-2.	Monitoring Well Sampling with Water Level, > 100 foot depth	Per Well	1	\$292.00	\$292.00
8-11.	Electronic Data Deliverables (EDD)	Per Sampling Event	1	\$33.00	\$33.00
9-27.	Water, BTEX + MTBE (EPA 602, EPA 624, EPA 8021 or EPA 8260)	Per Sample	23	\$42.74	\$983.02
9-30.	Water, Polycyclic Aromatic Hydrocarbons, including 1-methylnaphthalene + 2-methylnaphthalene (EPA 610 [HPLC], EPA 625, EPA 8270 or EPA 8310)	Per Sample	23	\$92.90	\$2,136.70
9-31.	Water, EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	Per Sample	23	\$47.01	\$1,081.23
9-36.	Water, Total Recoverable Petroleum Hydrocarbons (FL-PRO)	Per Sample	23	\$55.44	\$1,275.12
9-41.	Water, Lead, Total (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	Per Sample	23	\$13.20	\$303.60
19-7.	Natural Attenuation or Post RA Monitoring Report, Quarterly or Non-Annual	Per Report	1	\$680.40	\$680.40
		<b>Subtotal</b>			\$12,588.82

# **Agenda Item No. 6**

**Item:** Collection site permit budget adjustment, additional \$3,000.

**Description:** Due to a change in postage to first class for the need in receiving the returned mail for undeliverables and the permit decal selection, an additional \$3,000 is needed to cover the expense.

**Requested Action:** Approval of an additional \$3,000 for the collection site permit decal project.

# **Agenda Item No. 7**

**Item:**

Task Order with North Florida Professional Services, Inc. for survey of Catalyst Site rail spur.

**Description:**

The subject survey is associated with the property which the county will retain following any future sale or development of the parcels on either side of the rail spur.

**Budget Impact:**

\$1,395.00 to be paid from Board's Professional Services line.

**Requested Action:**

Approval

**ADDITIONAL TASK ORDER FOR ENGINEERING SERVICES  
CATALYST SITE BOUNDARY SURVEY**

This agreement made this \_\_\_\_\_ day of May 2022 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., (NFPS) herein after referred to as the CONSULTANT:

**Project**

The COUNTY intends to complete a boundary survey for the Catalyst Site in Suwannee County, herein after referred to as the PROJECT.

**Scope**

The CONSULTANT intends to Divide parcel 4, from previous survey and division of the same parcel 34-01S-12E-09801-001000, into a West and East parcel based on parameters given by Client (West parcel to include Railroad.) A survey plat, along with resulting legal descriptions with all the boundary information will also be prepared.

**Fee**

CONSULTANT shall perform the professional surveying services listed above for this PROJECT for a lump sum of One Thousand, Three Hundred and Ninety-Five Dollars (\$1,395.00). This fee shall be invoiced upon project completion.

**Agreement**

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the Scope of Services as described herein in exchange for the fees described herein above. This is in accordance with the Master Contract between COUNTY and CONSULTANT.

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.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
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, P.E.  
President

# **Agenda Item No. 8**

**Item:**

Approval of Agreement with North Florida Professional Services, Inc. for architectural / engineering services for the design of the building and site for the CDBG-CV multiuse building.

**Budget Impact:**

\$214,000 to be paid from grant proceeds.





# NFPS

PO BOX 3823  
LAKE CITY, FL 32056

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

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

## AGREEMENT Architectural/Engineering Services for the Design of the Building and Site for the CDBG-CV Grant

This agreement made this \_\_\_\_ day of May 2022 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

### INTRODUCTION/PROJECT DESCRIPTION

Suwannee County (COUNTY) was awarded a CDBG-CV grant for the construction of a building with site improvements. The construction will include a multi-purpose building, paved parking, utilities and associated stormwater.

Facilities to be designed are:

Multi-purpose building  
Site work

Services to be provided are:

Civil Engineering (Site Work, Utility and Stormwater)  
Structural Engineering (Building)  
Electrical Engineering (Building)  
Mechanical Engineering (Building)  
Architectural (Building)

### SCOPE OF SERVICES

The CONSULTANT's services shall include the following tasks:

#### *Task 1: Conceptual Design Phase*

**Subtask 1.1 – Project Initiation, Kickoff Meeting, & Site Visit** – Upon Notice to Proceed (NTP), CONSULTANT will develop a work plan and schedule for the project. A kickoff meeting will be held between COUNTY and key team members of CONSULTANT's project team. The kickoff meeting agenda will include a discussion on the project goals and objectives, scope of the project, challenges or issues, permitting approach, schedule, and communication protocols. CONSULTANT will prepare meeting minutes from the kickoff meeting and distribute to the team. A visit to the proposed site will be held on the same day as the kickoff meeting to assess site conditions and review existing features.

**Subtask 1.2 – Conceptual Design Document** – The conceptual design phase focuses on finalizing all major decisions in regard to location, sizing, and design criteria. The result of this phase will be a technical memorandum called the 30 Percent Conceptual Design Document (CDD) which also includes the following:

- Floor plan of proposed building
- Plan views and major elevation drawings, electrical single-line diagrams
- Conceptual site design
- List of proposed specifications
- Summary of design criteria
- Updated opinion of probable construction cost (OPCC)

**Subtask 1.3 – Topographical Survey** – Consultant will perform a topographical survey and will include all field work and CAD work required for the design.

**Subtask 1.4 – Geotechnical Investigations and Report** – Upon finalizing the location of the building and retention pond location, CONSULTANT shall perform geotechnical investigations of the existing site. A total of one Standard Penetration Test (SPT) boring to a depth of 20 feet below land surface (BLS) will be performed at the building location. At the retention pond location, one SPT to a depth of 15 feet BLS and one soil field permeability test will be performed. Once the SPT borings are completed, they will be backfilled with soil cuttings at completion.

**Subtask 1.5 – Technical Review and Project Meeting** – CONSULTANT’s technical experts will perform a quality assurance and quality control review of the CDD. The comments will be reviewed and incorporated into the next phase of the work. CONSULTANT will provide COUNTY an electronic copy of the document for COUNTY’s review and comment. CONSULTANT has allotted a total of 1 week for COUNTY’s review. A project meeting may be held to review the document and receive COUNTY’s comments.

### ***Task 2: Final Design (90 & 100 Percent)***

**Subtask 2.1 – 90 Percent Design Development** – CONSULTANT will provide a review set of drawings and specifications at the 90 percent stage. A review meeting to discuss COUNTY’s comments will be held. CONSULTANT will provide COUNTY an electronic copy of the document for COUNTY’s review and comment. CONSULTANT has allotted a total of 2 weeks for COUNTY’s review. CONSULTANT’s technical experts will provide a QA/QC review of the drawings and specifications for technical accuracy. This is the final review performed by CONSULTANT’s technical experts. The 90 percent stage will also include a final opinion of probable construction cost estimate

**Subtask 2.2 – 100 Percent (Bid Set) Design Development** – Upon approval of the 90 percent drawings, CONSULTANT will finalize any remaining outstanding items and prepare the bid set. CONSULTANT will assist in review of COUNTY’s up-front Special Conditions and provide recommendations on the bid form. It is expected that the bid form will be a lump sum contract but may include a few additional line items for the contractor to break out. CONSULTANT will provide final bid set drawings and specifications to COUNTY including an electronic copy in PDF format. The bid proposal form will be presented such that the project will be bid in one part with both the building and the site improvements.

### ***Task 3: Permitting Assistance***

Submit and receive for the COUNTY the permits from the Florida Department of Environmental Health (FDOH), Suwannee County and Suwannee River Water Management District (SRWMD).

**Subtask 3.1 – FDOH Permitting Submittal** – CONSULTANT will provide the necessary permitting documents to FDOH for the Septic Tank Permit. This will include preparation of any applications, exhibits, reports, drawings and specifications (if required) for permit approval. COUNTY will provide all permitting fees.

**Subtask 3.2 – Suwannee County Site Plan Approval Permitting Submittal** – CONSULTANT will prepare and apply for a Site Plan Permit in accordance with Suwannee County Land Development Regulations. This will include preparation of any applications, exhibits, reports, drawings and specifications (if required) for permit approval. COUNTY will provide all permitting fees.

**Subtask 3.3 – SRWMD Stormwater Permitting Submittal** – CONSULTANT will provide the necessary permitting documents to SRWMD for an Environmental Resource Permit. This will include preparation of any applications, exhibits, reports, drawings and specifications (if required) for permit approval. COUNTY will provide all permitting fees.

#### ***Task 4: Bidding Assistance***

**Subtask 4.1 – Pre-Bid Meeting** – CONSULTANT will attend the pre-bid meeting and provide COUNTY assistance in answering technical questions during the meeting.

**Subtask 4.2 – Bidding Support** – CONSULTANT will provide technical assistance during the bidding phase to answer questions submitted by the contractors. CONSULTANT will be responsible for developing any addenda issued. CONSULTANT will assist the COUNTY in opening and announcing the results at the bid opening. CONSULTANT will review the bids and identify any irregularities in the bid submittals. On the basis of this review, the CONSULTANT will submit a letter to the COUNTY recommending award of the project.

**Subtask 4.3 – Conformed Drawings** – CONSULTANT will incorporate any addenda items into the 100 percent bid set and prepare the Conformed set of drawings and specifications. CONSULTANT will provide a PDF version of the conformed set to COUNTY for reproduction and distribution of copies to COUNTY staff and the contractor.

#### ***Task 5: General Services During Construction***

This scope of services is based on a total construction period from NTP to final completion of 12 months. This scope and fee does not include continuous on-site inspection services. Should these services be requested or the construction phase is extended and additional services, meetings, coordination efforts are required/requested, CONSULTANT and COUNTY will agree upon an amendment to the originally scoped fees prior to performing the work.

**Subtask 5.1 – Pre-Construction Meeting** – CONSULTANT will attend the pre-construction meeting and provide COUNTY assistance in answering technical questions during the meeting. CONSULTANT will assist in preparation of the meeting agenda and provide meeting minutes documenting all decisions.

**Subtask 5.2 – Shop Drawing & Request of Information (RFIs) Review** – CONSULTANT will provide a review of the major equipment shop drawings required to complete the project. CONSULTANT will review each shop drawing a maximum of two times. If additional reviews are required, COUNTY shall reimburse CONSULTANT for their efforts to perform these additional reviews.

**Subtask 5.3 – Progress Meetings** – Monthly meetings will be held to monitor the progress of the construction and review the Contractor's request for payment. At each meeting, CONSULTANT will provide a meeting agenda, perform a site visit of the work performed, and prepare meeting minutes for distribution.

**Subtask 5.4 – Site Visits** – CONSULTANT will make periodic visits (in addition to the monthly progress meetings) to the construction site to monitor the progress of the Contractor and answer any questions the COUNTY/CONTRACTOR may have.

**Subtask 5.5– Substantial and Final Completion** – CONSULTANT will perform a substantial and final completion walkthrough of the work and prepare a punch list noting all deficiencies required for final completion.

#### **Subtask 5.6 – Certifications**

CONSULTANT will make a site visit for the purpose of reviewing the work sufficient to deem the project in substantial compliance with any permit requirements. CONSULTANT will complete the forms required and, after signing and sealing, will submit to the COUNTY's representative for signing and submittal to permitting agencies.

**Subtask 5.7 - Record Drawings** – It is the Contractor’s responsibility to document all changes, survey information and other items as construction progresses on a set of full size conformed drawings. These red-line drawings shall incorporate any and all changes including RFIs etc. CONSULTANT will be responsible for incorporating these red-line drawings into a final set of Record Drawings. CONSULTANT will make reasonable efforts to coordinate with the contractor for accuracy. However, should the contractor not comply with documenting changes, CONSULTANT will only be responsible for incorporating the changes provided. CONSULTANT will provide a PDF of the documents to the COUNTY.

***FEE***

The CONSULTANT agrees to provide these services for:

Conceptual Design – Building/Site, Geotech, Survey	\$32,100
Design Development – Building/Site, Permitting	\$74,900
Construction Documents	\$64,200
Bidding Administration	\$10,700
Construction Administration	\$32,100
<b>Total Fee</b>	<b>\$214,000</b>

This Agreement is for the architectural/engineering design of the building and site for the awarded CDBG-CV grant requirements. The CONSULTANT will perform the Scope of Services as described herein above.

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.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Agreement 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, P.E.  
President

## **Agenda Item No. 9**

Approval of payment of Non-Ad Valorem Assessments in the amount of \$1,966.92.

**THIS ITEM HAS BEEN PULLED.**

# Suwannee County Airport Executive Summary

Objective:

To approve AECOM Task Order #25 for Construction Phase Services for Rehabilitation of Taxiway A and Taxiway Connector widening project at Suwannee County Airport.

Considerations:

AECOM will provide general consultation and advice with respect to the Construction of the project.

The Task Order has been reviewed by FAA and FDOT and is subject to completion of an Independent Fee Estimate per FAA standards.

An Independent Fee Estimate (IFE) has been requested for this project.

This would take effect only if FAA grant is awarded.

Budget Impact: None – funded 100% by FAA.

Recommendation:

Suwannee County Airport respectfully requests the Suwannee County Board of County Commissioners approve AECOM Task Order #25 for Construction Phase Services for the Rehabilitation of Taxiway A and Taxiway Connector widening project at Suwannee County Airport.

Respectfully submitted:

Dated: May 17, 2022

Greg Scott, CPRP  
Parks & Recreation Director  
Airport Manager



Project No. \_\_\_\_\_  
Cost Code \_\_\_\_\_

TASK ORDER NO. 25

REQUESTED BY: Greg Scott, Airport Manager DATE: May 17, 2022

CLIENT: Suwannee County Board of County Commissioners AECOM JOB NO.: \_\_\_\_\_

ADDRESS: 1201 Silas Drive, Live Oak, FL 32064 CLIENT P.O. NO.: \_\_\_\_\_

To confirm your authorization for professional services as they relate to our existing Agreement dated October 15, 2019, AECOM Technical Services, Inc. (AECOM) will furnish the following:

This Scope of Services is outlined in the attached Exhibits A, B and C.

AECOM will provide the services in accordance with the attached Exhibits A, B and C. Compensation to AECOM for the requested professional services and expenses shall be on a lump sum and time and materials basis with a not-to-exceed fee of \$427,369.00 as detailed in the attached Exhibits. AECOM shall invoice the Client monthly as services are provided.

The Contract price shall not be increased without a written change order executed by the Suwannee County Board of County Commissioners, nor shall the consultant be entitled to any additional time or payment for time required for the submission and consideration of any such change order request. This paragraph shall not apply to work or services provided when required to alleviate an emergency condition.

All other provisions of our original Agreement dated October 15, 2019 remain in effect. If the above meets with your approval, please sign in the appropriate space on both copies of this Authorization, retain a copy for your files, and return one copy to AECOM.

Agreed to:

Agreed to:

Suwannee County Board of County Commissioners

AECOM Technical Services, Inc.

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

Franklin White  
Signer's Name (Typed or Printed)

Steven G. Henriquez, P.E.  
Signer's Name (Typed or Printed)

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

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

Title: Chairman

Title: Vice President

# **EXHIBIT A**

## **SCOPE OF SERVICES**



## EXHIBIT A

### SCOPE OF SERVICES

#### Article I

##### A. Project Description

The **CLIENT** hereby retains **AECOM** to furnish engineering services for preparing:

- Construction Phase Services for the Rehabilitation of Taxiway A & Taxiway Connectors project at the Suwannee County Airport.

The above-described improvements are hereinafter called the **PROJECT**.

#### Article II

##### Services by Engineer

The engineering services that **AECOM** shall furnish to the **CLIENT** under this Agreement shall include the services defined below.

##### A. Basic Services

1. Attend and represent the CLIENT in the Pre-Construction Conference with the CLIENT, the Contractor, and necessary representatives of the FAA/FDOT.
2. Provide general consultation and advice to the CLIENT with respect to the Construction of the PROJECT.
3. Perform weekly inspections of the PROJECT by the Project Engineer or Project Manager while construction is in progress to observe the progress, workmanship and quality of material for conformity with the plans, specifications and construction schedule and provide appropriate reports to the CLIENT.
4. Conduct and document bi-weekly progress meetings and other job meetings as required by the PROJECT and approved by the CLIENT.
5. Review the construction schedule prepared and updated by the contractor for compliance with the contract and give advice to the CLIENT concerning its acceptability.
6. Review and approve, if acceptable, for compliance with the design concept of the PROJECT and compliance with the information given in the construction contract documents, all detailed construction shop and erection drawings and materials samples submitted by the Contractor.
7. Prepare routine change orders or routine supplemental agreements as may become necessary during construction of the PROJECT, it being understood that change orders or supplemental agreements involving major changes or revisions to plans, specifications or construction operations will be performed in accordance with "Additional Services", described herein.
8. Review and recommend for approval, monthly and final progress payments to the contractor, change orders, supplemental agreements and time extensions.

9. Perform a substantial completion inspection and a final inspection with representatives of the CLIENT, Contractor, and appropriate governmental agencies of the completed PROJECT.
10. Provide project closeout documentation and record drawings based on the observations of AECOM and the Contractor's marked up drawings. Provide CLIENT with an Engineer's Certification of Completion and a Project Summary.
11. Prepare the FAA and FDOT progress reports to support grant administration activities.
12. Prepare and submit all the required documents to the Suwannee River Water Management District (SRWMD) as it relates to the PROJECT. Prepare and submit the notice of commencement of construction and the project certification along with the record drawings to the SRWMD as required by the SRWMD permit.
13. Retain the services of a qualified sub-consultant to perform Quality Assurance (QA) testing of materials as may be necessary for the proper construction of the PROJECT. Review reports of field inspections and testing activities performed by the Contractor, testing laboratory or others.
14. Provide the services of, or retain the services of a qualified sub-consultant, to perform full-time Resident Project Representative (RPR) services and observations of the performance of the work of the contractor during the construction of the **PROJECT**. RPR services are more fully described as follows:
  - 14.1. Check samples, catalog data, shop and mill tests of equipment and materials, and other data which the Contractor is required to submit, for general conformance and compliance with the information given in the Contract Documents.
  - 14.2. Serve as the **CLIENT's** liaison with the Contractor, working principally through the Contractor's project manager and/or field superintendent.
  - 14.3. Assist the **CLIENT** in coordination with various stakeholders for activities that will affect day to day airport and tenant operations.
  - 14.4. Obtain field samples of materials delivered to the site, as required.
  - 14.5. Alert the Contractor's field superintendent and the Engineer when materials or equipment are being installed before approval of shop drawings or samples are submitted.
  - 14.6. Conduct on-site observations of the work-in-progress as a basis for determining that the **PROJECT** is proceeding in accordance with the Contract Documents.
  - 14.7. Accompany visiting inspectors representing public or other agencies having jurisdiction over the **PROJECT** and record the outcome of these inspections.
  - 14.8. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions made, observations in general, and specific observations in more detail as in the case of test procedures.
  - 14.9. Maintain daily reports with project photos and monitor quantities for the **PROJECT**.
  - 14.10. Maintain a set of red-lined drawings on which authorized changes are noted.

- 14.11. Furnish the **CLIENT** periodic reports as required of progress of the **PROJECT** and the Contractor's compliance with the approved construction schedule.
- 14.12. Advise the **CLIENT** in advance of scheduled major tests or start of important phases of the **PROJECT**.
- 14.13. Review applications for payment and certified payrolls with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CLIENT**, noting particularly their relation to the work completed and materials and equipment delivered at the site.
- 14.14. Participate in the final inspection for the **PROJECT**. Document all punch list items and provide follow-up coordination to help ensure that all punch list items are completed within 14 calendar days.
- 14.15. Upon completion of the **PROJECT**, prepare and submit to the **CLIENT** for project closeout, supporting documentation for FDOT/FAA grant closure including the following: Certified Payrolls, Daily Reports, Punch-List Items, and Test Reports.

B. Additional Services

If authorized in writing by the **CLIENT**, **AECOM** will furnish or obtain from specialty consultants the following services in connection with the **PROJECT**. Compensation for changes to the scope of the **PROJECT**, additional services or additional work are subject to negotiations between the **CLIENT** and **AECOM**.

1. Prepare necessary permit applications with supporting drawings, figures and attachments.
2. Make major revisions to completed or partially completed design plans and specifications to incorporate changes made to the scope of work after approval of said element of the **PROJECT** by reviewing agencies provided that these revisions are not attributable to any errors or omissions of **AECOM**.
3. Prepare construction contract change orders or supplemental agreements involving major changes or revisions of the completed construction plans, specifications or to construction operations which are not attributable to any error or omissions on the part of **AECOM**.
4. Prepare to serve as a consultant, witness or representative for the **CLIENT** in any public hearing, public information meeting or other administrative proceeding involving the **PROJECT**. Such consultation and representation in connection with litigation or other legal proceedings involving the **PROJECT** shall be covered under subsequent supplemental agreement.
5. Assist the **CLIENT** in performing any inspection of facilities constructed under this Agreement after final acceptance of the work, but prior to the expiration of any Contractor's warranty periods imposed in construction contract documents.
6. Perform services involving the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations or other similar detailed analysis that are not normally required in the scope of the **PROJECT**.
7. Prepare drawings from field measurements or existing construction when required for planning additions or alterations thereto where they are not included in the original scope of the **PROJECT**.

8. Perform additional engineering surveys as may be necessary for the proper construction of the PROJECT.
9. Prepare “as-built” information beyond incorporating that provided by the construction contractor(s).

#### Article III

### **CLIENTS RESPONSIBILITIES**

The **CLIENT’s** responsibilities shall include the following:

1. Coordinate the **CLIENT’s** requirement for the **PROJECT** with **AECOM**.
2. Provide copies of pertinent documents, reports, plans, specifications, photography, standard forms and other similar data available to the **CLIENT** that are required by **AECOM** for the proper performances of his services.
3. Provide information and make decisions as may be required to prosecute the work in a timely manner.
4. Perform, or authorize **AECOM** to arrange to have specialty consultants perform, all necessary test borings, sub-surface investigations, testing of soil samples and engineering surveys beyond those in this Task Order as may be required by **AECOM**.
5. Review insurance documents submitted by contractor(s) for conformance with the construction contract documents.

#### Article IV

### **CONTRACTOR CONTRACTUAL REQUIREMENTS**

During the performance of this contract, **AECOM**, for itself, it’s assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations. The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) 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. Non-discrimination. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor 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 Subcontracts, Including Procurements of materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a sub-contract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereof, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor of the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance. In the event of the Contractor's non-compliance with the non-discrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of paragraph 1 through 5 in every sub-contract, including the procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contract or procurements as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES**

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.
2. DBE Obligation. The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

The word "Contractor" as used in this Attachment shall mean the same as "**ENGINEER**".

# **EXHIBIT B**

## **FEE PROPOSAL**

**FEE PROPOSAL - SUMMARY PAGE**  
**AECOM TECHNICAL SERVICES, INC**  
**REHABILITATE TAXIWAY A & TAXIWAY CONNECTORS**  
**SUWANNEE COUNTY AIRPORT**  
**CONSTRUCTION PHASE SERVICES - TASK ORDER NO. 25**

**EXHIBIT B**

Prepared by: AECOM

4/27/22

Construction Duration is 254 Calendar Days (90 Mob, 150 Construction, 14 Punchlist)

Rate

Hours

Amount

<b>A. CONSTRUCTION ADMINISTRATION PHASE SERVICES (LUMP SUM)</b>			
<b>1</b>	<b>Office Labor - Construction Administration</b>		
	Principal	\$275	4
	Project Manager	\$245	280
	Senior Engineer	\$200	150
	Project Engineer	\$135	428
	Senior CAD Designer	\$125	94
	Administrative	\$80	139
	<b>CONSTRUCTION PHASE - LUMP SUM LABOR TOTAL - Lump Sum Basis</b>		<b>1,095</b>
	<b>CONSTRUCTION PHASE - LUMP SUM EXPENSES - Not-to-Exceed Basis</b>		<b>\$15,299</b>
	<b>CONSTRUCTION PHASE - TOTAL LUMP SUM (LABOR AND EXPENSES)</b>		<b>\$195,649</b>
<b>B. RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES (TIME AND MATERIAL, NTE)</b>			
<b>1</b>	<b>RPR Services - AECOM or Subconsultant</b>		
	RPR Inspector, on site - Time and Materials Not to Exceed Basis	\$100	1,832
<b>C. GEOTECHNICAL MATERIALS TESTING (QUALITY ASSURANCE) (TIME AND MATERIAL, NTE)</b>			
<b>1</b>	<b>Testing Firm Cal-Tech Testing (DBE)</b>		
	QA Materials Testing - Time and Materials Not to Exceed Basis	\$48,520	1
	<b>GRAND TOTAL LUMP SUM (INCL LABOR, EXPENSES, SUBCONSULTANTS)</b>		<b>\$427,369</b>

**FEE PROPOSAL - CONSTRUCTION ADMIN AND RPR TASKS (MANHOURS)**  
**AECOM TECHNICAL SERVICES, INC**  
**REHABILITATE TAXIWAY A & TAXIWAY CONNECTORS**  
**SUWANNEE COUNTY AIRPORT**  
**CONSTRUCTION PHASE SERVICES - TASK ORDER NO. 25**

**EXHIBIT B**

Prepared by: AECOM  
4/27/22

**DESIGN SERVICES**

1. TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	SENIOR CAD DESIGNER	ADMIN	RPR	TOTALS
<b>1. CONSTRUCTION ADMINISTRATION (AECOM)</b>							
1.1 Overall Project Management	100	20	10		16		146
1.2 Issued for Construction Drawings		32	16	16	2		66
1.3 Pre-Construction Conference (1 Visit)	8	4	12		1		25
1.4 Periodic Site Visits (Weekly Site Visits)	48		144				192
1.5 Bi-Weekly Progress Meetings - 24 Meetings	48		24				72
1.6 Review Shop Drawings	4	10	60		40		114
1.7 Review Testing Reports	16	10	10				36
1.8 Review Contractor Survey (P-211, P-401)	4	16	36	24			80
1.9 Review Pay Applications and Certified Payrolls	6	6	10				22
1.10 RFIs, Change Orders and Field Changes	16	20	30	30	40		136
1.11 Conduct Substantial Completion Inspection (1 Visit)	8		12		2		22
1.12 Conduct Final Completion Inspection (1 Visit)	8		12		2		22
1.13 Prepare Engineer's Closeout Book	2	4	8		16		30
1.14 Prepare As-Built Drawings	4	8	24	24			60
1.15 Prepare FDOT/FAA Progress Reports	8	20	20		20		68
<b>TOTAL</b>	<b>280</b>	<b>150</b>	<b>428</b>	<b>94</b>	<b>139</b>		<b>1,091</b>
<b>2. RESIDENT PROJECT REPRESENTATIVE (AECOM or SUB)</b>							
2.1 Pre-Construction Conference/Review plans and specs/Phase 1 (Mobilization) coordination activities						120	120
2.2 Daily Inspection - 180 Days, 8 hours/day						1312	1,312
2.3 Daily Inspection - Overtime (25%)						328	328
2.4 Conduct Substantial Completion Inspection						16	16
2.5 Conduct Final Completion Inspection						16	16
2.6 Closeout Documentation						40	40
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,832</b>	<b>1,832</b>

Contract Time (Calendar Days) 164  
Weeks 24.0  
Bi-Weekly Meetings 12.0  
Months 6



**EXPENSES - CONSTRUCTION PHASE - T&M NTE BASIS**

**EXHIBIT B**

**AECOM TECHNICAL SERVICES, INC  
REHABILITATE TAXIWAY A & TAXIWAY CONNECTORS  
SUWANNEE COUNTY AIRPORT  
CONSTRUCTION PHASE SERVICES - TASK ORDER NO. 25**

Prepared by: AECOM

4/27/2022

		Unit Price	Unit	Quantity	Amount	TOTAL
<b>1.</b>	<b>Travel Expenses</b>					
	a. Airfare	\$0	Trip		\$0	\$0
	b. Car Rental	\$50	Day		\$0	\$0
	c. Lodging	\$70	Day		\$0	\$0
	d. Construction Vehicle allowance	\$1,500.00	Month	6	\$9,000	\$9,000
	e. Field Equipment allowance	\$250.00	Month	6	\$1,500	\$1,500
	f. Mileage (Engineer inspections)	\$0.585	Mile	5640	\$3,299	\$3,299
<b>2.</b>	<b>Miscellaneous Expenses</b>					
	a. Postage/Overnight	\$500.00	LS	1	\$500	\$500
	b. Printing	\$1,000.00	LS	1	\$1,000	\$1,000
	c. Misc.	\$0.00	LS		\$0	\$0
	d. Per Diems (night work, 2nd inspector)	\$1,000.00	Mnth		\$0	\$0
<b>GRAND TOTAL TRAVEL AND MISCELLANEOUS EXPENSES NOT-TO-EXCEED</b>						<b>\$15,299</b>

# **EXHIBIT C**

## **QA MATERIALS TESTING**

# **CAL-TECH TESTING, INC.**

Cost Estimate: AECOM Technical Services

April 13, 2022

Suwannee County Airport Rehabilitate Taxiway "A" & Taxiway Connectors  
Suwannee County, Florida

DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	COST
<b>Laboratory Testing Services</b>				
Proctor w/Soil Classification (Embankment / Pipe Backfill)	EA	\$165.00	9.0	\$1,485.00
Modified Proctor w/Soil Classification (Guidance Signs)	EA	\$165.00	4.0	\$660.00
LBR (Base In Lieu of SSG)	EA	\$300.00	4.0	\$1,200.00
LBR (Base)	EA	\$300.00	4.0	\$1,200.00
Concrete Cylinders (Duct Banks)	SET	\$125.00	5.0	\$625.00
Concrete Cylinders (Guidance Signs)	SET	\$125.00	7.0	\$875.00
Concrete Cylinders (Light Cans)	SET	\$125.00	4.0	\$500.00
			<b>Sub-total</b>	<b>\$6,545.00</b>
<b>Field Testing &amp; Inspection Services</b>				
Concrete Technician	HR	\$70.00	96.0	\$6,720.00
Earthwork Technician	HR	\$60.00	195.0	\$11,700.00
Asphalt Roadway Quality Assurance	HR	\$70.00	144.0	\$10,080.00
Asphalt Plant Quality Assurance (Estimated 12 Days @ 10 Hrs/Day)	HR	\$85.00	120.0	\$10,200.00
			<b>Subtotal</b>	<b>\$38,700.00</b>
<b>Management / Administration Services</b>				
Project Management	HR	\$75.00	5.0	\$375.00
Senior Engineer Review	HR	\$125.00	10.0	\$1,250.00
Clerical/Administration	HR	\$55.00	30.0	\$1,650.00
			<b>Subtotal</b>	<b>\$3,275.00</b>
				<b>Total = \$48,520.00</b>

## **May 17, 2022 Agenda**

### **Agenda - Agenda Item 11**

Consideration of new State Opioid Settlement with Walgreens and authorization for County Attorney to execute Subdivision Participation form for Settlement.

#### **Discussion**

Since my last report in April an additional opioid distributor, Walgreens has come to the table to resolve the claims submitted by numerous governmental entities in Florida. The State of Florida, on behalf of said entities, has reached a settlement agreement with Walgreens. The allocation to Suwannee County is in the same percentage as under the terms of the previously approved State of Florida MOU and Statewide Allocation Agreement.

Accordingly, based on the status of this litigation, our agreed participation in the MOU and Statewide Allocation, and unlikely resolution without our participation, our counsel believes that this settlement reflects a reasonable settlement.

#### **Recommendation**

1. Approval of Settlement with Walgreens and participation in the State of Florida settlement.
2. Authorization for County Attorney to execute on behalf of County the appropriate Participation Agreement and all associated documents.

EXHIBIT D

SUBDIVISION SETTLEMENT PARTICIPATION FORM

Governmental Entity: <u>Suwannee County</u>	State: <u>Florida</u>
Authorized Official: <u>James W. Prevatt, Jr.</u>	
Address 1: <u>13150 80<sup>th</sup> Terrace</u>	
Address 2:	
City, State, Zip: <u>Live Oak, Florida 32060</u>	
Phone: <u>(386) 362-7979</u>	
Email: <u>jprevatt@windstream.net</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement and Release dated May 4, 2022 ("*Walgreens Settlement*"),<sup>1</sup> and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Releasees, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form, voluntarily dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and expressly agreeing to the Releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement.

<sup>1</sup> The defined terms in the Walgreens Settlement shall have the same meaning in this Subdivision Settlement Participation Form.

7. The Governmental Entity has the right to enforce those rights given to it in the Walgreens Settlement.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to any Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, the Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

As a Releasor, the Governmental Entity may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but the Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entity's decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision

Settlement Participation Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

James W. Prevatt, Jr.

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

County Attorney

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

05/13/2022

(the "Execution Date of this Subdivision Settlement Participation Form")

# **Agenda Item No. 12**

**Item:**

Approval of Contract with Fred Fox Enterprises, Inc. for administration of CDBG-CV grant.

**Budget Impact:**

to be funded by grant proceeds.



**GENERAL ADMINISTRATION CONTRACT**

This General Administration Contract entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and Suwannee County, hereinafter referred to as the Local Government.

**WITNESSETH THIS RECITAL:**

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Corona Virus special category, grant # \_\_\_\_\_ (tbd) hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project; to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the DEO CDBG Corona Virus Special Program and Administrator agrees to perform such services to include:

- Provide technical assistance in various program areas,
- Serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies,
- Develop and draft a Relocation Policy for the Project, if required,
- Disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as

may be required,

- Coordinate, monitor, and evaluate the Project, and
- Provide updates to the Local Government, and
- Establish and maintain bookkeeping and financial management aspects of the Project and submit financial status reports to the Local Government.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1**

**A. GENERAL ADMINISTRATION**

**SCOPE OF THE SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the general administration aspects of this project:

- Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.
- Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.
- Respond to all citizen's questions and complaints concerning the project in a timely manner.
- Disseminate to the public, including all community organizations, information on the program that involve citizen's participation, including but not limited to providing program information, technical assistance to community groups, and dissemination of materials.

- Establish and maintain general and related files as required by the Department of Economic Opportunity (DEO).
- Prepare the Environmental Review including the Public Notices and the “Request for Release of Funds”.
- Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development (HUD) and Department of Economic Opportunity (DEO) requirements and regulations.
- Review and determine if professional services contracts are consistent with all OMB Circular A-102 ordinances.
- Provide technical assistance to the Local Government in procuring professional service contracts.
- Establish and maintain a bookkeeping system that is acceptable to both the Florida Department of Economic Opportunity and the Auditor General's Office.
- Monitor the various subsections of the Project in regard to all HUD and DEO regulations and prepare all necessary and all requested responses to inquiries from Local, State, and Federal governmental units.
- Evaluate the various subsections of the Project according to HUD and DEO regulations and prepare all final reports to the Departments.
- Establish adequate advertising regarding all aspects of the Project to ensure active citizen participation, including but not limited to the environmental aspects of the project.
- This contract is to complete the work as outlined in the Community

Development Block Grant ## (tbd) or as the contract may be amended.

- The Consultant shall attend all meetings related to implementation of the CDBG Corona Virus Special Category grant, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
- Provide progress reports to the Local Government in sufficient detail to indicate accomplishments and tasks completed.
- Provide all reports relating to the project as required by the Florida Department of Economic Opportunity.
- Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

## **B. PUBLIC FACILITIES**

### **SCOPE OF SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the public facilities unit of this project:

- Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.
- Establish and maintain an adequate bookkeeping system for this subsection of the project.
- Evaluate this subsection according to HUD and DEO regulations and prepare all reports to the Department.
- Establish and maintain construction contract files.
- Establish procedures relating to the procurement and implementation of

contractual services, all pursuant to HUD and DEO requirements and regulations.

- Review and determine if professional service contracts are consistent with OMB Circular A-102 Attachment O and any other regulations from any other agencies as may be required.
- Provide technical assistance to the Local Government in procuring professional service contracts.
- Review all bid packages for DEO and HUD contract compliance.
- Establish and maintain labor standards compliance files for the Local Government.
- Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Department of Economic Opportunity (DEO) and submit same to the Local Government.
- Attend the pre-construction conference.
- Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
- Establish and maintain the Local Government's equal opportunity files for the Project.
- Establish architect/engineer community development terms and conditions for incorporation in the bid package.
- Obtain for the Local Government DOL/HUD/DEO clearances of contractor.
- Send notice on behalf of the Local Government to DOL and HUD or DEO that the construction has commenced.

- Approve all payment requests to insure the payments are appropriate and the proper documentation is included.
- Be present at all HUD and DEO monitorings and prepare the Local Government's response(s) to HUD and DEO monitoring letters.
- Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
- Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.
- Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.
- Provide progress reports as requested by the Local Government or required by the Department of Economic Opportunity.
- Attend all public meetings with the local government related to this grant.
- Provide reports to be distributed in public meetings explaining the projects and their progress.

**ARTICLE 2**

**A. GENERAL ADMINISTRATION**

**LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

- To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or DEO requirements.
- To provide assistance in implementation of contractual services necessary

to the Project per the requirements of any and all HUD or DEO requirements.

- Establish and maintain rapport with individual citizens and community groups regarding the Project.
- Assist the Administrator in negotiations necessary for all subsections of the Project.
- Review and implement all contracts necessary to ensure efficient progress of the Project.

## **B. PUBLIC FACILITIES**

### **LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

- To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.
- To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which the Administrator may rely on in performing its services.
- Assist the Administrator in obtaining right-of entry and release of liability of property owners.
- Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions,

receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.

- Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.
- Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

### **ARTICLE 3**

#### **PERIOD OF PERFORMANCE**

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the Local Government's Florida Community Development Block Grant Corona Virus Special Category Project and the issuance of a "Notice of Administrative Closeout" for the project by the Florida Department of Economic Opportunity.

### **ARTICLE 4**

#### **COMPENSATION**

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Two Hundred Fifty-four Thousand One Hundred Ninety-three and 00/100 Dollars (\$254,193.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will



commence thirty (30) days after the effective date of the contract between the Florida Department of Economic Opportunity (DEO) and the Local Government subject, however, to receipt by the local government of funding from the CDBG sufficient to pay the administrator as required herein.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the thirty month ending date the administrator can be paid the sum remaining in the contract upon issuance of a "Notice of Administrative Closeout" for the project by the Florida Department of Economic Opportunity.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

#### **ARTICLE 5**

#### **CITIZENS PARTICIPATION**

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

#### **ARTICLE 6**

**LOCAL GOVERNMENT CONTACT PERSON**

The contact person who will represent the local Government in all matters pertaining to the Project shall be Mr. Shannon Roberts, Content Management/Admin, or his designee.

**ARTICLE 7**

**EXCLUSIVE REPRESENTATION**

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all DEO or HUD meetings.

**ARTICLE 8**

**CONFLICT OF INTEREST**

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

**ARTICLE 9**

**SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

**ARTICLE 10**

## **CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

### **ARTICLE 11**

#### **TERMINATION**

Termination (cause and/or Convenience):

- a) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.
- b) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c) If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

- d) If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.
- e) Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.
- f) Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.
- g) If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Local Government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

## **ARTICLE 12**

### **EQUAL OPPORTUNITY**

The Administrator warrants that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

During the performance of the function described herein, the Administrator agrees to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully incorporated herein;
2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agrees as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics. Such action

shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in a conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.
4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Administrator will furnish all information and reports required by

Executive Order Number 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance;

provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, familial status or genetics.

### **ARTICLE 13**

#### **HUD/DEO AUDITS**

If HUD or DEO finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Department of Economic Opportunity (FDEO), due to the malfeasance, misfeasance, or nonfeasance of the Administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

### **ARTICLE 14**



**ADMINISTRATOR'S NOTICE**  
**REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local requirements that must be completed and supervised by the engineer and/or architect.

**ARTICLE 15**  
**ADMINISTRATORS NOTICE**  
**REGARDING LEGAL FEES AND AUDITS**

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

**ARTICLE 16**  
**SOURCE OF FUNDING**

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

**ARTICLE 17**  
**REMEDIES**

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Suwannee County, Florida.

**ARTICLE 18**

### **ACCESS TO RECORDS**

The Local Government, the Florida Department of Economic Opportunity, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

#### **PUBLIC RECORDS ACCESS:**

1. Administrator shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Administrator shall keep and maintain public records required to perform the services under this Agreement.
2. This Agreement may be unilaterally canceled by the Local Government for refusal by Administrator to either provide public records to the Local Government upon request, or to allow inspection and copying of all public records made or received by the Administrator in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
3. If Administrator meets the definition of "contractor" found in Section

119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- a) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Local Government. If the Local Government does not possess the requested records, the Local Government shall immediately notify Administrator of the request, and Administrator must provide the records to the Local Government or allow the records to be inspected or copied within a reasonable time. If Administrator fails to provide the public records to the Local Government within a reasonable time, Administrator may be subject to penalties under s. 119.10, F.S.
- b) Upon request from the Local Government's custodian of public records, Administrator shall provide the Local Government with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Administrator shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following

completion of the Agreement if the Administrator does not transfer the records to the Local Government.

- d) Upon completion of the Agreement, Administrator shall transfer, at no cost to Local Government, all public records in possession of Administrator or keep and maintain public records required by the Local Government to perform the services under this Agreement. If the Administrator transfers all public records to the Local Government upon completion of the Agreement, the Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Administrator keeps and maintains public records upon completion of the Agreement, the Administrator shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Local Government, upon request from the Local Government's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Local Government.

If the administrator has questions regarding the application of chapter 119, Florida Statutes, to the administrator's duty to provide public records relating to this agreement, contact the local government's custodian of public records by telephone at (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_, by email at \_\_\_\_\_, or at the mailing address below:

\_\_\_\_\_

SUWANNEE COUNTY, FLORIDA

13150 80<sup>TH</sup> TERRACE

LIVE OAK, FL 32060

**ARTICLE 19**

**E-VERIFY DUTY OF ADMINISTRATOR**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Administrator, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

1. Administrator shall provide Local Government, and require each of its subcontractors to provide Administrator, with an affidavit (Exhibit \_\_\_) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Administrator shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
2. The Local Government, Administrator, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
3. The Local Government, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Administrator otherwise complied, shall promptly notify Administrator and Administrator shall immediately terminate the contract with the subcontractor.

4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Administrator acknowledges that upon termination of this Agreement by the Local Government for a violation of this section by Administrator, Administrator may not be awarded a public contract for at least one (1) year. Administrator further acknowledges that Administrator is liable for any additional costs incurred by the Local Government as a result of termination of any contract for a violation of this section.
5. Subcontracts. Administrator or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Administrator shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

## **ARTICLE 20**

### **ENVIRONMENTAL COMPLIANCE**

Whereas if this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

**LOCAL GOVERNMENT:**

**ADMINISTRATOR:**

\_\_\_\_\_  
, Chairman  
Suwannee County

\_\_\_\_\_  
Fred D. Fox, President  
Fred Fox Enterprises, Inc.

**ATTESTED BY:**

**ATTESTED BY:**

\_\_\_\_\_  
Suwannee County

\_\_\_\_\_  
Melissa N. Fox, Grants Compliance  
Fred Fox Enterprises, Inc.

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

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

1. This sworn statement is submitted with the General Administration Agreement for Fred Fox Enterprises, Inc., and Suwannee County.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state of with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other stat or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)



XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July, 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Fred D. Fox (Signature)

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

STATE OF FLORIDA

COUNTY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**COST SUMMARY FOR NEGOTIATED CONTRACTS**

GRANTEE: Suwannee County

GRANT NUMBER: # (td)

NAME AND ADDRESS: Fred Fox Enterprises, Inc.  
 OF CONTRACTOR: P. O. Box 840338  
St. Augustine, Florida 32080

DATE OF PROPOSAL: 10/18/2021

TYPE OF SERVICE TO  
 BE FURNISHED: CDBG Grant Administration

=====

**COST SUMMARY:**

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

<u>Consultant/Director</u>	<u>285 hrs x \$200.= \$ 57,000.00</u>
<u>Project Manager</u>	<u>250 hrs x \$150.= \$ 37,500.00</u>
<u>Grants Compliance Manager</u>	<u>285 hrs x \$150.= \$ 42,750.00</u>
<u>Environmental Specialist</u>	<u>250 hrs x \$125.= \$ 31,250.00</u>
<u>Clerical Support</u>	<u>200 hrs x \$75. = \$ 15,000.00</u>

**DIRECT LABOR TOTAL: \$183,500.00**

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost  
Fringes 35% x 183,500.00 = \$64,225.00

**INDIRECT COST TOTAL: \$ 64,225.00**

OTHER INDIRECT COST: describe  
N/A

**OTHER INDIRECT COST: \$ 0.00**

**TOTAL ESTIMATED COST: \$247,725.00**  
**PROFIT: \$ 6,468.00**  
**TOTAL PRICE: \$254,193.00**

**E-VERIFY AFFIDAVIT**

I hereby certify that Fred Fox Enterprises, Inc. does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

By affixing your signature below, under penalty of law you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

\_\_\_\_\_ By: \_\_\_\_\_  
Date  
Printed name and title: Fred D. Fox, President

STATE OF \_\_\_\_\_  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by Fred D. Fox as President for Fred Fox Enterprises, Inc.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of Florida County of St. Johns

(Seal)

Signature: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known, OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT "A"**  
**FRED FOX ENTERPRISE'S INC.**  
**PRICE SCHEDULE**

The fee schedule for the management of Suwannee County's CDBG-CV Project would be as follows:

**ADMINISTRATIVE SERVICES**

<b>SERVICE</b>	<b>AMOUNT</b>
<b>1. <u>Attendance at the Project Monitoring Visits conducted by DEO as well as the Completion of all Required Reports</u></b>	
<ul style="list-style-type: none"><li>• Prepare Project Amendments (Estimate - 2).</li><li>• Prepare all required advertisements.</li><li>• Participate in all State Monitoring visits (Estimate - 2).</li><li>• Prepare the monthly status reports for the project</li><li>• Participate in bi-weekly conference calls with DEO</li><li>• Prepare the Preliminary Contract and Final close-out documents for the project.</li></ul>	<b>\$ 15,000.00</b>
<b>2. <u>Project Administration/Financial Supervisor</u></b>	
<ul style="list-style-type: none"><li>• Create and maintain an independent set of financial records for the project.</li><li>• Prepare all Request for Funds for the project.</li><li>• Coordinate 504 (handicapped accessibility) requirements with the County.</li><li>• Carry out required quarterly Fair Housing Activities.</li><li>• Coordinate with the State on any new program requirements.</li></ul>	<b>\$ 25,000.00</b>
<b>3. <u>Community Coordination</u></b>	
<ul style="list-style-type: none"><li>• Meet with the County Commission and County Staff on a regular basis to keep the project progressing smoothly.</li></ul>	<b>\$ 2,500.00</b>
<b>4. <u>Coordination with State Staff</u></b>	
<ul style="list-style-type: none"><li>• Maintain continuous telephone and written coordination with State staff to insure a smooth flow of the project through the state system.</li><li>• Walk any required amendments and approvals through the State to insure a quick approval.</li></ul>	<b><u>\$ 2,500.00</u></b>
<b>Administrative Sub-Total</b>	<b>\$ 45,000.00</b>

**PROGRAM DELIVERY SERVICES**

<b>SERVICE</b>	<b>AMOUNT</b>
<b>1. <u>Prepare the Environmental Review</u></b>	
• Carry out the HUD Environmental Review, including all required mail-outs.	
• Prepare the advertising required as part of the Environmental Review process.	\$ 15,000.00
<b>2. <u>Coordination with the Project Architect and/or Engineer and Contractor</u></b>	
• Coordinate with the architect and/or engineer on all Federal and State requirements associated with the project.	
• Participate in the Pre-bid conference for the project.	
• Obtain the contractor approval from the State.	
• Coordinate the Pre-construction conference with the project architect and/or engineer.	
• Review contractor package for grant information completion.	
• Insure "Notice to Proceed" is issued to the contractor.	
• Conduct required Employee Interviews.	
• Review and approve contractor payroll requests along with the architect and/or engineer.	
• Review and recommend approval of all change orders as they relate to State contract compliance.	<u>\$194,193.00</u>
<b>Program Delivery Sub-Total</b>	<b>\$209,193 .00</b>
<b>GRAND TOTAL -----</b>	<b>\$254,193.00</b>

# **Agenda Item No. 13**

**Item:**

Approval of Agreement with Dewberry Engineering, Inc. for construction engineering inspection services associated with CR137 utilities extensions.

**Budget Impact:**

to be paid from ARPA funds.



Dewberry Engineers Inc.  
654 Southeast Baya Drive  
Lake City, FL 32025

386.719.9985  
[www.dewberry.com](http://www.dewberry.com)

May 12th, 2022

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

RE: **Construction Engineering Inspection Services**  
CR 137 Water and Sewer Project  
Standard Hourly Billing Rate Schedule

Dear Mr. Harris,

Thank you for the opportunity to provide professional engineering inspection services for Suwannee County. We look forward to building upon our continued working relationship. In response to your request, Dewberry is pleased to provide our Standard Hourly Billing Rate Schedule outlining our company-wide fee schedule. We understand that the County's current request is for Construction Engineering Inspection (CEI) services, which can be found under the Construction heading on the attached rate schedule.

Dewberry will staff your current request at an Inspector I billable rate of \$85.00/hour. Other billing rates listed will apply for administrative and engineering support as necessary.

If you have any questions or need additional information, please contact me at (386)-361-2136 or at [tcovington@dewberry.com](mailto:tcovington@dewberry.com).

Sincerely,

**DEWBERRY**

A handwritten signature in black ink, appearing to read "T. Covington", written over a white background.

Travis Covington, P.E.  
Project Engineer

*Attachment: Standard Hourly Billing Rate Schedule with Crew*



# Standard Hourly Billing Rate Schedule

w/Crew

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$330.00
Architect I,II,III	\$100.00, \$120.00, \$135.00
Architect IV,V,VI	\$150.00, \$170.00, \$190.00
Architect VII,VIII,IX	\$210.00, \$230.00, \$255.00
Interior Designer I,II,III,IV	\$92.00, \$110.00, \$125.00, \$150.00
Engineer I,II,III	\$115.00, \$130.00, \$150.00
Engineer IV,V,VI	\$165.00, \$185.00, \$215.00
Engineer VII,VIII,IX	\$240.00, \$255.00, \$280.00
Geographer/GIS I,II,III	\$90.00, \$105.00, \$120.00
Geographer/GIS IV,V,VI	\$140.00, \$160.00, \$175.00
Geographer/GIS VII,VIII,IX	\$200.00, \$230.00, \$270.00
Professional I,II,III	\$100.00, \$120.00, \$140.00
Professional IV,V,VI	\$165.00, \$180.00, \$195.00
Professional VII,VIII,IX	\$215.00, \$240.00, \$265.00
<b>Technical</b>	
Designer I,II,III	\$110.00, \$130.00, \$150.00
Designer IV,V,VI	\$170.00, \$190.00, \$210.00
CADD Technician I,II,III,IV,V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Surveyor I,II,III	\$68.00, \$83.00, \$98.00
Surveyor IV,V,VI	\$112.00, \$125.00, \$140.00
Surveyor VII,VIII,IX	\$160.00, \$185.00, \$220.00
Technical I,II,III	\$85.00, \$100.00, \$120.00
Technical IV,V,VI	\$130.00, \$145.00, \$165.00
<b>Emergency Management</b>	
Emergency Management I, II, III	\$80.00, \$100.00, \$130.00
Emergency Management IV, V, VI	\$165.00, \$215.00, \$280.00
<b>Construction</b>	
Construction Professional I,II,III	\$125.00, \$150.00, \$180.00
Construction Professional IV,V,VI,VII	\$200.00, \$230.00, \$265.00, \$300.00
Inspector I,II,III	\$85.00, \$110.00, \$130.00
Inspector IV,V,VI,VII	\$150.00, \$165.00, \$190.00, \$220.00
<b>Survey Field Crews</b>	
Fully Equipped 1, 2, 3, 4 Person Crews	\$145.00, \$175.00, \$220.00, \$265.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
<b>Administration</b>	
Admin Professional I,II,III,IV,V	\$70.00, \$90.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

\*\* Company Confidential and Proprietary





## **Agenda Item No. 14**

Authorization to execute grant applications for infrastructure, including but not limited to construction of a sewer plant and collection lines for Catalyst Site and construction of water transmission lines for Catalyst Site, and adoption of enabling Resolution.

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ADMINISTER GRANT APPLICATIONS FOR INFRASTRUCTURE, INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF A SEWER PLANT AND COLLECTION LINES FOR CATALYST SITE AND CONSTRUCTION OF WATER TRANSMISSION LINES FOR CATALYST SITE ON BEHALF OF THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS WITH AUTHORIZATION TO SIGN ALL ASSOCIATED DOCUMENTS**

**WHEREAS**, the aforementioned infrastructure grants are for the purpose of facilitating economic development and job creation within Suwannee County; and

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

The County Administrator is authorized to administer and sign all associated documents related to Grant Applications on behalf of Suwannee County, Florida.

**PASSED, ADOPTED, AND APPROVED**, this 17<sup>th</sup> day of May 2022.

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

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Franklin White, Chairman

**ATTEST:**

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Barry A. Baker, Clerk of Circuit Court



# Suwannee County Fire Rescue

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

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Eddie Hand, Fire Chief

## Executive Summary

### Objective:

Approve Fire Rescue to send a letter of intent for the re-chassis and refurbish of two existing Frazer Type I 14' ambulance module on a 2023 International CV 4500 Duramax Diesel Chassis. Work to be completed by Frazer Ltd as a sole source provider.

### Description:

Fire Rescue requests to send a letter of intent for to re-chassis and refurbish two existing ambulances. The Ambulance Modules (Box) will be shipped to Frazer Ltd to be remounted and refurbished on the new chassis. The lead time on chassis makes it necessary to send a letter of intent to Frazer to ensure that a chassis is allocated, and our department is placed in the build schedule. The build schedule is already into March of 2023. This will greatly reduce the time it takes to receive the finished product.

### Requested action:

We respectfully request Suwannee County Board of County Commissioners approve the request to send a letter of intent to re-chassis and refurbishment of our existing ambulances from Frazer Ltd as a sole source provider.

### Budget Impact:

The re-chassis and refurbishment of the two ambulances amount is \$419,710. This item would be budgeted into the Fire Rescue budget for the 2022-2023 fiscal year.

Respectfully submitted:

Dated: May 17, 2022

A handwritten signature in blue ink, appearing to read "E Hand".

Eddie Hand  
Fire Chief

# Customer Quote



5/5/2022 4:20:34 PM

Estimate No: Q2918-0001  
 Quote Date: 5/5/2022  
 Expiration Date: 6/19/2022  
 Salesperson: SHA

**Invoice To:** 10869  
 Suwannee County Fire Rescue  
 13530 80th Terrace  
 Live Oak FL 32060  
 US

**Deliver To:**  
 Suwannee County Fire Rescue  
 13530 80th Terrace  
 Live Oak FL 32060  
 US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE-EMS-X	Type I 14' Remount	1.00000000	EA	134,760.00000	134,760.00	USD
Previously E-2076							
2	CHASSIS	2023 International CV515	1.00000000	EA	80,500.00000	80,500.00	USD
3	BUY-BOARD		1.00000000	EA	400.00000	400.00	USD
4	DELIVERY	Customer Pick up FOB FRAZER	1.00000000	M	0.00000	0.00	USD
5	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

**Sale Amount:** 215,660.00  
**Order Disc( 0.0000%):** 0.00  
**Surcharge:** N/A  
**Sales Tax:** 0.00  
  
**Misc Charges:** 0.00  
**Total Amount:** 215,660.00

Due on Delivery

# Customer Quote



5/5/2022 4:20:34 PM

Estimate No: Q2918-0001

Quote Date: 5/5/2022

Expiration Date: 6/19/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
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# Customer Quote



5/5/2022 2:47:07 PM

Estimate No: Q2919-0001

Quote Date: 5/5/2022

Expiration Date: 6/19/2022

Invoice To: 10869

Deliver To:

Salesperson: SHA

Suwannee County Fire Rescue  
13530 80th Terrace  
Live Oak FL 32060  
US

Suwannee County Fire Rescue  
13530 80th Terrace  
Live Oak FL 32060  
US

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount	
1	MODULE-EMS-X	Type I 12' Remount	1.00000000	EA	123,150.00000	123,150.00	USD
		Previously E-1666/X-851					
2	CHASSIS	2023 International CV515	1.00000000	EA	80,500.00000	80,500.00	USD
3	BUY-BOARD		1.00000000	EA	400.00000	400.00	USD
4	DELIVERY	Customer Pick up FOB FRAZER	1.00000000	M	0.00000	0.00	USD
5	SpecDoc	Configurable item to create the SpecDoc	1.00000000	EA	0.00000	0.00	USD

<b>Sale Amount:</b>	204,050.00
<b>Order Disc( 0.0000%):</b>	0.00
<b>Surcharge:</b>	N/A
<b>Sales Tax:</b>	0.00
<b>Misc Charges:</b>	0.00
<b>Total Amount:</b>	204,050.00

Due on Delivery

# Customer Quote



5/5/2022 2:47:07 PM

Estimate No: Q2919-0001

Quote Date: 5/5/2022

Expiration Date: 6/19/2022

No.	Item	Description	Quantity	U/M	Unit Price	Net Amount
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# **Agenda Item No. 16**

## **Item:**

Authorize procurement of 150KW natural gas generator for standby power usage at the Suwannee County Courthouse.

## **Description:**

Engineering specification for the Courthouse generator for standby power changed to shift some requirement into the alternate/optional category. The County has received updated proposals from AFC Power/Generac, LJ Power/Deere and Ring Power/Caterpillar for generator solutions to produce 150 KW of standby power. AFC Power and LJ Power proposals were based on Florida Sheriff's Association competitive purchasing program pricing contracts for the FSA20-EQU18.0 Specifications #111 and #113 equipment bids. The Ring Power proposal was based on pricing Sourcewell competitive purchasing program pricing for Contract# 120617.

**Budget Impact: Budgeted item**

## **Requested Action:**

- Seeking board approval to purchase AFC Power/Generac generator solution for \$68,806 based on close proximity of maintenance and repair services and cost.



### Suwannee County Court House Standy-By Generator Costs

Item #	VENDOR	COST		TOTAL COST
		REQUIRED SPECS	ALTERNATE / OPTIONAL SPECS	
1	LJ Power/Deere	\$ 54,115.00	\$ 12,304.53	\$ 66,419.53
2	ACF Power/Generac	\$ 54,676.00	\$ 14,130.00	\$ 68,806.00
3	Ring Power/ CAT	\$ 90,324.59	\$ 11,425.00	\$ 101,749.59

## Cost of Alternate Specifications for Suwannee County Courthouse 150KW Generator

<b>Vendor:</b>	<b>ACF/Generac</b>	
<b>Base Bid Price</b>	<b>\$54,676.00</b>	
<b>Options Price</b>	<b>\$14,130.00</b>	
<b>Total Price</b>	<b>\$68,806.00</b>	
<b>Spec Section</b>	<b>Alternate Specification Description</b>	<b>Cost</b>
<b>1.7</b>	<b>Maintenance Material Submittals</b>	<b>\$ 500.00</b>
1.7.1	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.	
1.7.1.1	Fuses: One for every 10 of each type and rating, but no fewer than one of each.	
1.7.1.2	Indicator Lamps: Two for every six of each type used, but no fewer than two of each.	
1.7.1.3	Filters: One set each of lubricating oil, fuel, and combustion-air filters.	
1.7.1.4	Tools: Each tool listed by part number in operations and maintenance manual.	
<b>2.6</b>	<b>Control and Monitoring</b>	<b>\$ 485.00</b>
2.6.7	Remote alarm annunciator	
<b>2.7</b>	<b>Generator Overcurrent and Fault Protection</b>	<b>\$ 6,100.00</b>
2.7.1.2	2nd CB is for future portable load bank connections	
<b>2.9</b>	<b>Outdoor Engine Generator Enclosure</b>	<b>\$ 4,630.00</b>
2.9.1	Vandal-resistant, sound-attenuating weatherproof steel (provide alternate bid for aluminum) housing, wind resistant up to 130 mph.	
2.9.2	Sound Attenuation Level: provide Level 2 as alternate bid.	
2.9.9	Provide alternate bid: Interior Lights with Switch: Factory-wired, LED, vaporproof luminaires within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.	
<b>2.10</b>	<b>Vibration Isolation Devices</b>	<b>\$ 905.00</b>
2.10.1	Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment. [See specs ]	
2.10.2	Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint. [See specs]	
<b>3.7</b>	<b>Maintenance Service</b>	<b>\$ 1,500.00</b>
3.7.1	Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's authorized service representative. Include quarterly preventive maintenance and exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Parts shall be manufacturer's authorized replacement parts and supplies.	
		<b>\$ 14,120.00</b>

<b>VENDOR: ACF/Generac</b>		<b>Proposal Date: 3/8/2022 (modified 3/18/2022)</b>		
<b>PURCHASING PROGRAM: FSA20-EQU18.0: HEAVY EQUIPMENT</b>				
Item #	Description	Cost by Specification Category		Total Cost
		Requirement	Alternate	
1	125kW Generator Package – Generac SD130, Item # 111	\$ 33,696.00	\$ -	\$ 33,696.00
2	UPGRADE SG150 Generator Package – 150kW Gaseous(Natural Gas)	\$ 15,600.00	\$ -	\$ 15,600.00
3	ADD for PMG Alternator	\$ 1,100.00	\$ -	\$ 1,100.00
4	ADD Break Glass Station - One (1) Break Glass Station	\$ 400.00	\$ -	\$ 400.00
5	ADD C/H1 1 Optional equipment - specify - ADD Coolant Heater Option 1	\$ 500.00	\$ -	\$ 500.00
6	ADD 5-year Extended Warranty	\$ -	\$ -	\$ -
7	OPTIONAL ADD Air “blocked” Intake	\$ 165.00	\$ -	\$ 165.00
8	OPTIONAL ADD Remote Annunciator	\$ -	\$ 485.00	\$ 485.00
9	UPGRADE existing 600A 80% thermal mag MLCB to 600A 100% LSI w trips and aux con	\$ 3,215.00	\$ -	\$ 3,215.00
10	ADD secondary 600A MLCB 100% rated LSI electronic with trips and aux contacts	\$ -	\$ 6,100.00	\$ 6,100.00
11	UPGRADE level 1 Sound attenuated W.P. steel enclosure to level 2 sound attenuated W.P. aluminum enclosure with 150 mph wind rating	\$ -	\$ 4,110.00	\$ 4,110.00
12	OPTIONAL ADD AC/DC Light Kit	\$ -	\$ 530.00	\$ 530.00
13	OPTIONAL ADD extra materials (Filters)	\$ -	\$ 500.00	\$ 500.00
14	OPTIONAL ADD PAD Vibration Isolators	\$ -	\$ 905.00	\$ 905.00
15	OPTIONAL ADD 1-year PM (3 minors – 1 major)	\$ -	\$ 1,500.00	\$ 1,500.00
		<b>\$ 54,676.00</b>	<b>\$ 14,130.00</b>	<b>\$ 68,806.00</b>

## Cost of Alternate Specifications for Suwannee County Courthouse 150KW Generator

<b>Vendor:</b>	<b>LJ Power/Deere</b>	
<b>Base Bid Price</b>	<b>\$54,115.00</b>	
<b>Options Price</b>	<b>\$12,304.53</b>	
<b>Total Price</b>	<b>\$66,419.53</b>	
<b>Section</b>	<b>Alternate Specification Description</b>	<b>Cost</b>
<b>1.7</b>	<b>Maintenance Material Submittals</b>	<b>\$ 260.53</b>
1.7.1	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.	
1.7.1.1	Fuses: One for every 10 of each type and rating, but no fewer than one of each.	
1.7.1.2	Indicator Lamps: Two for every six of each type used, but no fewer than two of each.	
1.7.1.3	Filters: One set each of lubricating oil, fuel, and combustion-air filters.	
1.7.1.4	Tools: Each tool listed by part number in operations and maintenance manual.	
<b>2.6</b>	<b>Control and Monitoring</b>	<b>\$ 1,800.00</b>
2.6.7	Remote alarm annunciator	
<b>2.7</b>	<b>Generator Overcurrent and Fault Protection</b>	<b>\$ 2,394.00</b>
2.7.1.2	2nd CB is for future portable load bank connections	
<b>2.9</b>	<b>Outdoor Engine Generator Enclosure</b>	<b>\$ 3,450.00</b>
2.9.1	Vandal-resistant, sound-attenuating weatherproof steel (provide alternate bid for aluminum) housing, wind resistant up to 130 mph.	\$ -
2.9.2	Sound Attenuation Level: provide Level 2 as alternate bid.	
2.9.9	Provide alternate bid: Interior Lights with Switch: Factory-wired, LED, vaporproof luminaires within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.	\$ 3,450.00
<b>2.10</b>	<b>Vibration Isolation Devices</b>	<b>\$ 2,600.00</b>
2.10.1	Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment. [See specs ]	
2.10.2	Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint. [See specs]	
<b>3.7</b>	<b>Maintenance Service</b>	<b>\$ 1,800.00</b>
3.7.1	Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's authorized service representative. Include quarterly preventive maintenance and exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Parts shall be manufacturer's authorized replacement parts and supplies.	
		<b>\$ 12,304.53</b>

<b>VENDOR: LJ Power/John Deer</b>		<b>Proposal Date: 3/11/2022 (modified 4/14/2022)</b>		
<b>PURCHASING PROGRAM: FSA20-EQU18.0: HEAVY EQUIPMENT FSA Contract (Specification #113)</b>				
Item #	Description	Cost by Specification Category		Total Cost
		Requirement	Alternate	
1	125kW Diesel Driven Generator (Base Bid)	\$ 34,100.00	\$ -	\$ 34,100.00
2	Upsize to 150kW Natural Gas Driven Generator (Adder)	\$ 17,375.00	\$ -	\$ 17,375.00
3	150MPH Rated, Sound Attenuated Enclosure (Included in base bid)	\$ -	\$ -	\$ -
4	Delete 24 Hour, Double Wall, UL142 Sub-Base Fuel Tank (Credit)	\$ (3,200.00)	\$ -	\$ (3,200.00)
5	(Adder) Extra 600A Breaker for Load Bank Testing		\$ 2,394.00	\$ 2,394.00
6	(Adder) Spring Isolators	\$ -	\$ 2,600.00	\$ 2,600.00
7	(Adder) Enclosure Space Heater	\$ 840.00	\$ -	\$ 840.00
8	(Adder) NFPA110 Level 1 Package Includes: • Low Coolant Level Sensor • 16 Light Remote Annunciator • Flush Mount Remote E-Stop	\$ -	\$ 1,800.00	\$ 1,800.00
9	(Adder) 120V Strip Heater	\$ -	\$ 750.00	\$ 750.00
10	(Adder) 100amp Load Center and GFI Receptacle	\$ -	\$ 1,500.00	\$ 1,500.00
11	(Adder) Add AC and DC Lighting Package	\$ -	\$ 1,200.00	\$ 1,200.00
12	10 Amp Battery Charger With Meters (NFPA110)	\$ 1,000.00	\$ -	\$ 1,000.00
13	5 Year Comprehensive Warranty (Adder to generator quote)	\$ 4,000.00	\$ -	\$ 4,000.00
14	OPTIONAL ADD 1-year PM (3 minors – 1 major)	\$ -	\$ 1,800.00	\$ 1,800.00
15	OPTIONAL OEM Spare Parts		\$ 260.53	
		\$ 54,115.00	\$ 12,304.53	\$ 66,159.00

## Cost of Alternate Specifications for Suwannee County Courthouse 150KW Generator

<b>Vendor:</b>	<b>Ring Power/ CAT</b>	
<b>Base Bid Price</b>	<b>\$90,324.59</b>	
<b>Options Price</b>	<b>\$11,425.00</b>	
<b>Total Price</b>	<b>\$101,749.59</b>	
<b>Section</b>	<b>Alternate Specification Description</b>	<b>Cost</b>
<b>1.7</b>	<b>Maintenance Material Submittals</b>	<b>\$ 175.00</b>
1.7.1	Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.	
1.7.1.1	Fuses: One for every 10 of each type and rating, but no fewer than one of each.	
1.7.1.2	Indicator Lamps: Two for every six of each type used, but no fewer than two of each.	
1.7.1.3	Filters: One set each of lubricating oil, fuel, and combustion-air filters.	
1.7.1.4	Tools: Each tool listed by part number in operations and maintenance manual.	
<b>2.6</b>	<b>Control and Monitoring</b>	<b>\$ -</b>
2.6.7	Remote alarm annunciator	
<b>2.7</b>	<b>Generator Overcurrent and Fault Protection</b>	<b>\$ 2,600.00</b>
2.7.1.2	2nd CB is for future portable load bank connections	
<b>2.9</b>	<b>Outdoor Engine Generator Enclosure</b>	<b>\$ 5,800.00</b>
2.9.1	Vandal-resistant, sound-attenuating weatherproof steel (provide alternate bid for aluminum) housing, wind resistant up to 130 mph.	
2.9.2	Sound Attenuation Level: provide Level 2 as alternate bid.	
2.9.9	Provide alternate bid: Interior Lights with Switch: Factory-wired, LED, vaporproof luminaires within housing; arranged to illuminate controls and accessible interior. Arrange for external electrical connection.	
<b>2.10</b>	<b>Vibration Isolation Devices</b>	<b>\$ -</b>
2.10.1	Elastomeric Isolator Pads: Oil- and water-resistant elastomer or natural rubber, arranged in single or multiple layers, molded with a nonslip pattern and galvanized-steel baseplates of sufficient stiffness for uniform loading over pad area, and factory cut to sizes that match requirements of supported equipment. [See specs ]	
2.10.2	Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint. [See specs]	
<b>3.7</b>	<b>Maintenance Service</b>	<b>\$ 2,850.00</b>
3.7.1	Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of manufacturer's authorized service representative. Include quarterly preventive maintenance and exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Parts shall be manufacturer's authorized replacement parts and supplies.	
		<b>\$ 11,425.00</b>

<b>VENDOR: Ring Power/ CAT</b>		<b>Proposal Date: 12/16/2021 (modified 5/12/2022)</b>		
<b>PURCHASING PROGRAM: FSA20-EQU18.0: HEAVY EQUIPMENT FSA Contract (Specification #113)</b>				
Item #	Description	Cost by Specification Category		Total Cost
		Requirement	Alternate	
1	150kW Diesel Driven Generator (Base Bid) upgraded to 17kW Nat Gas	\$ 83,944.59	\$ -	\$ 83,944.59
2	5-year extended warranty	\$ 1,480.00	\$ -	\$ 1,480.00
3	Motorized louvers	\$ 4,900.00	\$ -	\$ 4,900.00
4	Level 2 Sound Attenuated Enclosure at 70dba @ 23' -Aluminum	\$ -	\$ 5,800.00	\$ 5,800.00
5	Additional 600amp breaker	\$ -	\$ 2,600.00	\$ 2,600.00
6	One year Maintenance (1) Service and (3) T/A Inspections	\$ -	\$ 2,850.00	\$ 2,850.00
7	Spare filters	\$ -	\$ 175.00	\$ 175.00
		<b>\$ 90,324.59</b>	<b>\$ 11,425.00</b>	<b>\$ 101,749.59</b>

## **Suwannee County Airport Executive Summary**

**Objective:**

To award bid for Rehabilitation of Taxiway A and Taxiway Connectors at Suwannee County Airport to Curt's Construction, Inc.; approve the contract, pending review by County Attorney; authorize the Chairman to sign the contract and allow staff to sign all related documents.

**Considerations:**

The Taxiway pavement has been evaluated by FDOT and been deemed to be in need of rehabilitation.

Approval to go to bid was given March 15, 2022.

Bids were opened April 26, 2022.

Curt's Construction was the low bidder at \$2,493,277.06.

Our AECOM Airport Engineer has recommended Curt's Construction. An award recommendation letter along with a Bid Tabulation sheet are attached.

Budget Impact: 100% funds reimbursed from FDOT and FAA.

Pending receipt of FAA funding for the project and successful Independent Fee Estimate (IFE).

**Recommendation:**

We respectfully request the Suwannee County Board of County Commissioners award bid for Rehabilitation of Taxiway A and Taxiway Connectors at Suwannee County Airport to Curt's Construction; approve the contract, pending review by County Attorney; authorize the Chairman to sign the contract and allow staff to sign all related documents.

Respectfully submitted:

Dated: May 17, 2022

Greg Scott, CPRP  
Parks & Recreation Director  
Airport Manager



BID TABULATION			Date of Bid Opening: April 26, 2022		OFFICIAL NAME AND LOCATION OF AIRPORT		FAA AIP NO.:		Suwannee County Bid Number:	
SPONSOR'S NAME AND ADDRESS			Suwannee County Airport		Live Oak, FL		3-12-0043-017-2022		2022-20	
1201 Silas Drive SW			DESCRIPTION OF WORK		Rehabilitate Taxiway A & Taxiway Connectors		FDOT FM NO.:		AECOM PROJECT NO.:	
Live Oak, FL 32064					446146-1-94-21		60660680		60660680	
			ENGINEER'S ESTIMATE		AECOM Technical Services, Inc.		Curt's Construction, Inc.		Anderson Columbia	
			7650 W. Courtney Campbell Causeway		Tampa, FL 33607-1462		519 NW Crawford Court		871 NW Guerdon Street	
			386-898-2298 (local #)				White Springs, FL 32096		Lake City, FL 32055	
							386-758-1935		386-725-7585	
BID NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (COCP)	LS	1	\$50,000.00	\$50,000.00	\$59,250.00	\$59,250.00	\$78,567.59	\$78,567.59
2	C-102-5.1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$20,000.00	\$20,000.00	\$53,353.75	\$53,353.75	\$38,989.08	\$38,989.08
3	C-105-6.1	MOBILIZATION	LS	1	\$230,000.00	\$230,000.00	\$187,525.31	\$187,525.31	\$339,129.85	\$339,129.85
4	C-105-6.2	POST-CONSTRUCTION SURVEYING	LS	1	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$29,931.87	\$29,931.87
5	C-105-6.3	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$25,000.00	\$25,000.00	\$95,000.00	\$95,000.00	\$163,158.23	\$163,158.23
6	P-101-5.1	ASPHALT PAVEMENT REMOVAL, INCLUDING BASE MATERIAL	SY	1100	\$12.00	\$13,200.00	\$26.71	\$29,381.00	\$18.77	\$20,647.00
7	P-101-5.2	COLD MILLING, VARIABLE DEPTH	SY	22000	\$5.00	\$110,000.00	\$5.26	\$115,720.00	\$4.39	\$96,580.00
8	P-151-4.2	CLEARING AND GRUBBING	LS	1	\$18,000.00	\$18,000.00	\$194,638.00	\$194,638.00	\$61,251.23	\$61,251.23
9	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	1500	\$20.00	\$30,000.00	\$19.00	\$28,500.00	\$27.54	\$41,310.00
10	P-152-4.2	UNSUITABLE EXCAVATION	CY	600	\$36.00	\$21,600.00	\$22.00	\$13,200.00	\$66.18	\$39,708.00
11	P-160-8.1	SUBGRADE STABILIZATION (12" THICK) (LBR-40)	SY	2900	\$14.00	\$40,600.00	\$24.64	\$71,456.00	\$5.91	\$17,139.00
12	P-211-5.1	LIME ROCK BASE COURSE (6" THICK) (LBR-125)	SY	2600	\$20.00	\$52,000.00	\$18.30	\$47,580.00	\$21.43	\$55,718.00
13	P-401-8.1	BITUMINOUS SURFACE COURSE	TONS	3600	\$200.00	\$720,000.00	\$182.76	\$657,936.00	\$157.61	\$567,396.00
14	P-401-8.2	BITUMINOUS LEVELING COURSE	TONS	100	\$300.00	\$30,000.00	\$269.66	\$26,966.00	\$233.99	\$23,399.00
15	P-605-5.1	CRACK REPAIR	LF	15800	\$3.00	\$47,400.00	\$1.80	\$28,440.00	\$2.71	\$42,818.00
16	P-620-5.1	TAXIWAY PAINTING, YELLOW, REFLECTIVE (2 COATS REQUIRED)	SF	4700	\$4.00	\$18,800.00	\$5.45	\$25,615.00	\$5.43	\$25,521.00
17	P-620-5.2	TAXIWAY PAINTING, BLACK, NON-REFLECTIVE (2 COATS REQUIRED)	SF	9000	\$4.00	\$36,000.00	\$2.56	\$23,040.00	\$3.39	\$30,510.00
18	P-620-5.3	PAVEMENT MARKING REMOVAL	SF	2600	\$3.00	\$7,800.00	\$3.50	\$9,100.00	\$5.43	\$14,118.00
19	T-904-5.1	SODDING	SY	13600	\$4.50	\$61,200.00	\$3.85	\$52,360.00	\$2.62	\$35,632.00
20	1050-51-206	6" DUCTILE IRON PIPE	LF	40	\$150.00	\$6,000.00	\$140.00	\$5,600.00	\$117.94	\$4,717.60
21	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	56	\$125.00	\$7,000.00	\$127.00	\$7,112.00	\$124.72	\$6,984.32
22	430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	104	\$175.00	\$18,200.00	\$164.00	\$17,056.00	\$157.27	\$16,356.08
23	430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 24" S/CD	LF	104	\$200.00	\$20,800.00	\$208.00	\$21,632.00	\$157.27	\$16,356.08
24	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EACH	2	\$2,000.00	\$4,000.00	\$2,800.00	\$5,600.00	\$2,786.64	\$5,573.28
25	430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EACH	2	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$3,125.79	\$6,251.58
26	430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" SD	EACH	2	\$3,000.00	\$6,000.00	\$3,000.00	\$6,000.00	\$3,125.79	\$6,251.58
27	D-751.5.1	INLET, SPECIAL (AIRCRAFT RATED)	EACH	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$14,798.40	\$14,798.40
28	D-751.5.2	MANHOLE, SPECIAL (AIRCRAFT RATED)	EACH	2	\$12,500.00	\$25,000.00	\$10,000.00	\$20,000.00	\$10,728.48	\$21,456.96
29	L-104-6.1	TEMPORARY LIGHTING	LS	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$6,783.18	\$6,783.18
30	L-108-5.1	REMOVE EXISTING CABLE, CONDUIT, COUNTERPOISE, EDGE LIGHTS, ELECTRICAL HANDHOLES, AND JUNCTION CANS	LS	1	\$30,000.00	\$30,000.00	\$12,000.00	\$12,000.00	\$13,566.37	\$13,566.37
31	L-108-5.2	UNDERGROUND CABLE, #8 AWG, 5KV, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	17200	\$3.00	\$51,600.00	\$2.40	\$41,280.00	\$2.71	\$46,612.00
32	L-108-5.3	UNDERGROUND CABLE, #8 AWG, THWN-2, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	28900	\$3.00	\$86,700.00	\$2.52	\$72,828.00	\$2.85	\$82,365.00
33	L-108-5.4	UNDERGROUND CABLE, #10 AWG, THWN-2, L-824, TYPE C, INSTALLED IN DUCT OR CONDUIT, INCLUDING CONNECTIONS	LF	10400	\$3.00	\$31,200.00	\$1.20	\$12,480.00	\$1.36	\$14,144.00
34	L-108-5.5	BARE COPPER COUNTERPOISE WIRE, (EQUIPOTENTIAL METHOD) INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	LF	1100	\$3.00	\$3,300.00	\$2.40	\$2,640.00	\$2.71	\$2,981.00
35	L-108-5.6	BARE COPPER COUNTERPOISE WIRE, (ISOLATION METHOD) INSTALLED IN TRENCH OR DUCT, #6 AWG, INCLUDING GROUND RODS, CONNECTIONS, AND TRENCHING	LF	14900	\$3.00	\$44,700.00	\$3.12	\$46,488.00	\$3.53	\$52,597.00
36	L-109-7.1	FURNISH AND INSTALL 7.5KW, 6.6 AMP, 3-STEP, L-828 AIR COOLED REGULATOR WITH 240V INPUT, INCLUDING ALL VAULT MODIFICATIONS, COMPLETE IN PLACE	EACH	1	\$18,000.00	\$18,000.00	\$13,200.00	\$13,200.00	\$14,923.00	\$14,923.00
37	L-110-5.1	1W2" UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, NON-CONCRETE ENCASED, INCLUDING TRENCHING	LF	17000	\$10.00	\$170,000.00	\$7.80	\$132,600.00	\$8.82	\$149,940.00
38	L-110-5.2	1W2" UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, CONCRETE ENCASED, INCLUDING TRENCHING	LF	170	\$30.00	\$5,100.00	\$18.00	\$3,060.00	\$20.35	\$3,459.50
39	L-110-5.3	1W4" UNDERGROUND ELECTRICAL DUCT, SCHEDULE 40 PVC, CONCRETE ENCASED, INCLUDING TRENCHING	LF	310	\$35.00	\$10,850.00	\$36.00	\$11,160.00	\$40.70	\$12,617.00
40	L-110-5.4	4" LB CONDUIT BODY, SCHEDULE 40 PVC	EACH	2	\$100.00	\$200.00	\$180.00	\$360.00	\$203.50	\$407.00
41	L-115-5.1	ELECTRICAL JUNCTION CAN, L-867B, WITH GALVANIZED STEEL COVER	EACH	25	\$1,000.00	\$25,000.00	\$780.00	\$19,500.00	\$881.81	\$22,045.25
42	L-115-5.2	ELECTRICAL JUNCTION CAN, L-867D, WITH GALVANIZED STEEL COVER	EACH	2	\$1,200.00	\$2,400.00	\$1,080.00	\$2,160.00	\$1,220.97	\$2,441.94
43	L-115-5.3	CABLE TRAY PARTITION, GALVANIZED	EACH	1	\$150.00	\$150.00	\$120.00	\$120.00	\$135.66	\$135.66
44	L-125-5.1	NEW L-861T (L) ELEVATED TAXIWAY EDGE LIGHT, OMNI DIRECTIONAL BLUE LENS AND NEW TRANSFORMER TO BE INSTALLED ON NEW L-867B GALVANIZED BASE CAN IN TURF	EACH	135	\$1,800.00	\$243,000.00	\$1,020.00	\$137,700.00	\$1,153.15	\$155,675.25
45	L-125-5.2	NEW L-852T (L) IN-PAVEMENT TAXIWAY EDGE LIGHT, OMNI DIRECTIONAL BLUE LENS AND NEW TRANSFORMER TO BE INSTALLED ON NEW L-868B GALVANIZED BASE CAN IN EXISTING PAVEMENT	EACH	3	\$2,000.00	\$6,000.00	\$1,920.00	\$5,760.00	\$2,170.61	\$6,511.83
46	L-125-5.3	NEW L-858 (L) LED, 2 MODULE, DIRECTIONAL OR INFORMATIONAL GUIDANCE SIGN AND TRANSFORMER TO BE INSTALLED ON NEW FOUNDATION AND TIED INTO THE PROPER EDGE LIGHT CIRCUIT	EACH	12	\$6,000.00	\$72,000.00	\$5,040.00	\$60,480.00	\$5,697.87	\$68,374.44
47	L-125-5.4	NEW L-858 (L) LED, 3 MODULE, DIRECTIONAL OR INFORMATIONAL GUIDANCE SIGN AND TRANSFORMER TO BE INSTALLED ON NEW FOUNDATION AND TIED INTO THE PROPER EDGE LIGHT CIRCUIT	EACH	10	\$7,500.00	\$75,000.00	\$5,940.00	\$59,400.00	\$6,715.35	\$67,153.50
48	L-125-5.5	NEW L-854 DIGITAL RADIO CONTROL UNIT TO BE INSTALLED IN REPLACEMENT OF EXISTING UNIT, TIED INTO SYSTEM AND PROGRAMMED	EACH	1	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$6,783.18	\$6,783.18
<b>TOTAL</b>						<b>\$2,556,300.00</b>		<b>\$2,493,277.06</b>		<b>\$2,549,785.83</b>



May 4, 2022  
60660680

Mr. Greg Scott  
Suwannee County Airport  
1201 Silas Drive SW.  
Live Oak, FL 32064

**RE: Suwannee County Airport  
Rehabilitate Taxiway A & Taxiway Connectors  
FAA No. 3-12-0043-0177-2022, FDOT No. 446146-1-94-21  
Recommendation of Award**

Dear Greg:

On April 26, 2022, two bids were received for the referenced project and publicly opened and read aloud. The following is a list of bidders and the amount bid (see enclosed Bid Tabulation) by each:

<b>Company</b>	<b>Bid Amount</b>
Curt's Construction, Inc.	\$2,493,277.06
Anderson Columbia Co., Inc.	\$2,549,785.83
Engineer's Estimate	\$2,560,300.00

The unit pricing for each bidder is detailed in the attached Bid Tabulation.

We have evaluated the qualifications of Curt's Construction, Inc. and, in our opinion, we believe they are qualified to perform the work. We recommend they be awarded a contract for the Total Bid in the amount of Two Million Four Hundred Ninety-Three Thousand Two Hundred Seventy-Seven and 06/100 Dollars (\$2,493,277.06). This recommendation is subject to the legal and financial review of Suwannee County, the Federal Aviation Administration, and the Florida Department of Transportation.

Please call if you have any questions or need additional information.

Sincerely,

**AECOM Technical Services, Inc.**

William R. Prange, PE  
Project Manager

Enclosures

cc: Hilary Maull, FAA ADO  
Donna Whitney, FDOT D2  
Project File

## **Agenda Item No. 18**

**At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the adoption of a Resolution approving Special Permit for Temporary Use Request No. SPTU-22-04-01 by American Promotional Events DBA TNT Fireworks, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a Fireworks Tent Sale, to be held starting June 21, 2022, through July 5, 2022, on property zoned Commercial Intensive (CI). (Ron Meeks, Planning & Zoning Director)

APPLICATION FOR  
ZONING SPECIAL PERMIT

Name of Title Holder(s): Walmart Stores East LLC  
Address: 6868 US Hwy 129 City, State, Zip: UVC OAK, FL 32060  
Phone Number: 229-894-8787  
Agent's Name & Address (if applicable): American Promotional Events  
DBA TNT FIREWORKS Phone Number: 229-894-8787

Please provide the following information:

1. Legal Description: Parking lot of Walmart store

Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: go west on I10, take  
exit towards Hwy 129 south Walmart  
is on the left

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: 30x40 tent  
to sell fireworks

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

5. List the specific dates for which the event or use is requested: 10/21/22-7/5/22

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



**AUTHORIZATION FOR AGENT TO REPRESENT OWNER(S)**

**IN ZONING/LAND USE MATTERS**

I (We), the undersigned owner(s), do hereby authorize AMERICAN PROFESSIONAL SERVICES AND EAST COAST TRIF FLOORBOARDS  
to act as my (our) agent in any and all zoning/land use requests and to represent us at all  
zoning/land use hearings pertaining to the following described real estate:

1/27/21 April Williams  
Date Owner

\_\_\_\_\_  
Owner





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

**PARCEL: 12-02S-13E-04955-002000** | STORES, 1 STORY (1100) | 20.69 AC  
 LEG 20.69 ACRES FOR POINT OF REF COMM AT A SPIKE AN DISC MARKING THE SE COR OF THE NE 1/4 OF SE 1/4 OF SEC 12 THENCE RUN ALONG THE EAST BOUNDARY OF SE

**NOTES:**



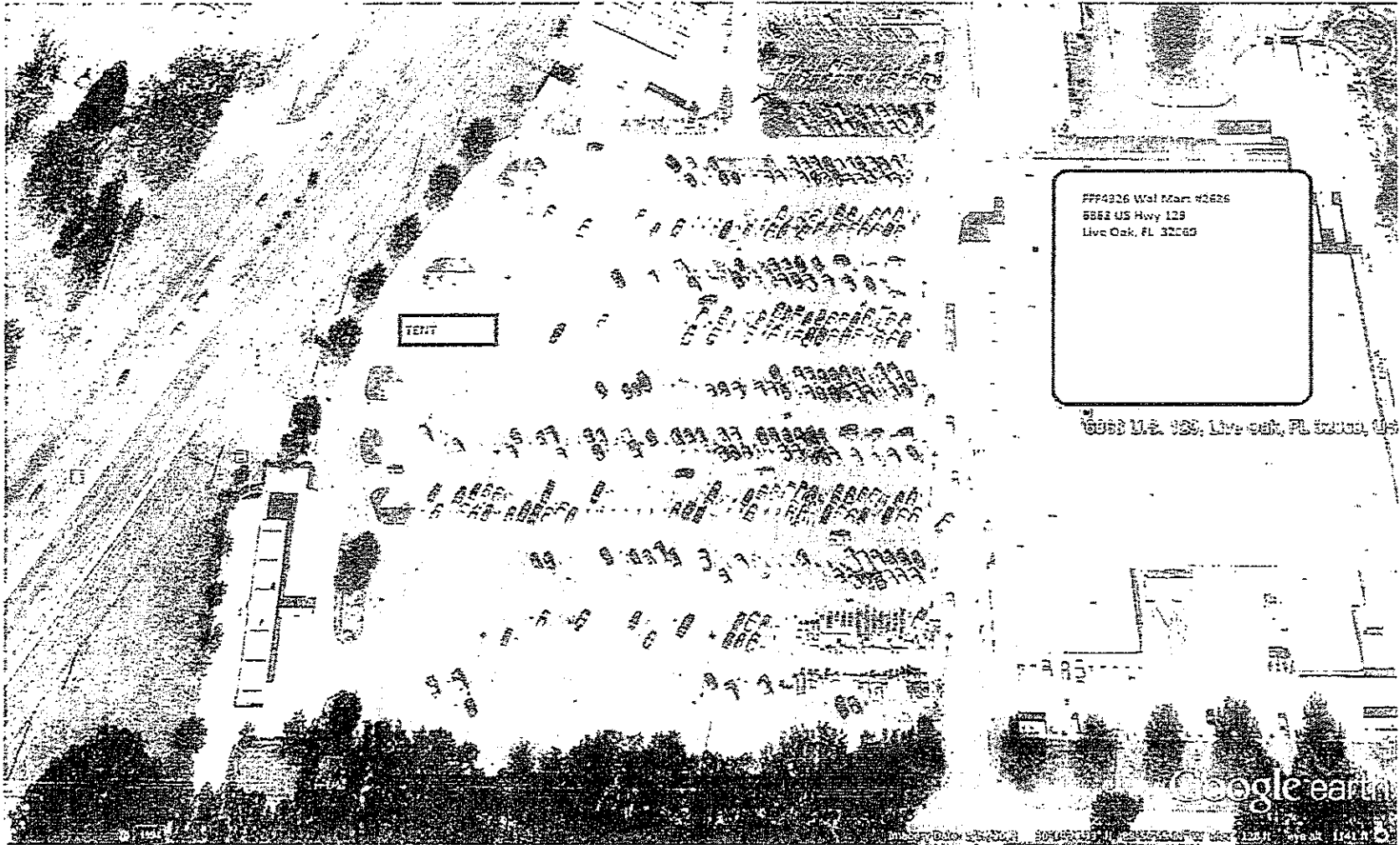
Suwannee County, FL

<b>WAL-MART STORES EAST LP</b>		<b>2022 Working Values</b>	
Owner:	P O BOX 8050	Mkt Lnd	\$448,973
	MS0555 STORE #2626	Ag Lnd	\$0
	BENTONVILLE, AR 72716-8050	Bldg	\$4,342,004
Site:	6868 HWY 129, LIVE OAK	XFOB	\$605,138
Sales	3/1/2009 \$100 I(U)	Just	??
Info	11/1/1997 \$393,300 V()		
		Appraised	??
		Assessed	\$5,396,115
		Exempt	\$0
		Total	\$5,396,115
		Taxable	\$5,396,115

This information, 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, it's use, or it's 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)





TENT

7774926 West Mart #2626  
6862 US Hwy 129  
Live Oak, FL 32069

6862 U.S. 129, Live oak, FL 32069, US

Google Earth





AA111: Ashley

# Certificate of Flame Resistance

REGISTERED  
FEDERAL  
NUMBER

F44801

ISSUED BY  
**AMERICAN OUTDOORS INC.**  
ROCKY HILL, NEW YORK 12578  
*Manufacturers of the Flame  
Test Products Stretched Fabric*

Date of Issuance

JANUARY 2009

This is to certify that the products herein have been manufactured from materials which are flame resistant as hereafter specified by the method supplied.

NAME: PROGRESS TENT AND EVENT CO.

CITY: ROCKY HILL, NY

State: New York

The specific description on this certificate have been manufactured with an approved flame retardant (classified in accordance with California State Fire Marshal Code, NFPA 702, Inspection Laboratory of Canada, and have been tested in accordance with the Federal Test Method Spec. 1610-1010 or passed the Heavy Flame Test of NFPA 702-1010.

Type, color and weight of material 14 OZ NYD

Description of item certified EYE LOADED 20 WED

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

Signatures of Manufacturer, Inc.

Address of Manufacturer, Inc.

Date of Issuance

Sign Date



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2022

DATE (MM/DD/YYYY)

10/29/2021

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).**

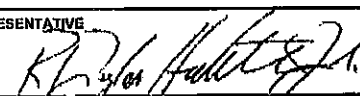
<b>PRODUCER</b> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Company	10851	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Everest Indemnity Insurance Company	10851													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630														

**COVERAGES**      **CERTIFICATE NUMBER:** 12309418      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	S18GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BOD/ILY INJURY (Per person) \$ XXXXXXXX BOD/ILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE   OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Additional Insured: FFF4326; Property located at Walmart #2626 6868 US Hwy 129 Live Oak, FL 32060; Michael White; Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b> 12309418 WALMART STORES, INC 702 SW 8TH STREET BENTONVILLE AR 72716	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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SUWANNEE COUNTY  
RESOLUTION NO. 2022-\_\_\_\_\_

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

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

WHEREAS, an application, Special Permit for Temporary Use Request No. SPTU-22-04-01, to hold a fireworks tent sale has been filed with the County; and

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

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

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

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

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

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

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

WHEREAS, the petitioner obtained a recommendation of approval from the Planning & Zoning Board on October 28, 2021.

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

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

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

The Board of County Commissioners approves a special permit for temporary use for a fireworks tent sale beginning June 21, 2022 and ending July 5, 2022 for said property, subject to the conditions if any listed-on Attachment 1.

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

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

DULY ADOPTED in session this 17th day of May 2022

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

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

ATTEST:

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

# **Agenda Item No. 19**

**At 5:05 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider adoption of an ordinance approving LDR 22-02, an application by Jacqueline and Michael Taylor, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from RESIDENTIAL SINGLE FAMILY-1 (RSF-1) to RESIDENTIAL SINGLE FAMILY/MOBILE HOME 1 (RSF-1/MH-1). (Ron Meeks, Planning & Zoning Director)



APPLICATION FOR  
REZONING

Name of Title Holder(s): Jacqueline & Michael Taylor

Address: 4043 CR 795

City, State, Zip: Live Oak, FL 32060

Phone Number: 386-590-4328

Agent's Name & Address (if applicable): \_\_\_\_\_

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

Please provide the following information:

1. Legal Description: See Attached

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: South on 109<sup>th</sup> Drive & Left on 96<sup>th</sup> Trail property at dead end.

\_\_\_\_\_

3. Describe the proposed use, if it has been determined, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this Use:

N/A

\_\_\_\_\_

4. Has a zoning application been applied for on the subject property in the past? NO If so, please provide the Application No.: \_\_\_\_\_


5. Zoning District:

Present: RSF-1

Requested: RSF-1 / MH-1

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

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

  
Signature of Title Holder(s)

4/4/22  
Date

FOR OFFICE USE ONLY

Date Filed: \_\_\_\_\_ Rezoning Request No. \_\_\_\_\_

Fee amount: \$750 \_\_\_\_\_

Date hearings held: \_\_\_\_\_

Action by Board of County Commissioners: \_\_\_\_\_

(Granted, Denied, etc.)

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

\_\_\_\_\_

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

\_\_\_\_\_  
Date





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

**PARCEL: 36-02S-13E-08400-000000** | VACANT (0) | 3.29 AC  
 LEG 3.29 ACRES FOR PT OF REF COM AT THE SE COR OF W1/2 OF NE1/4 & RUN N 00 DEG 47" E ALONG THE E LINE OF SAID W1/2 OF NE1/4 A DISTANCE OF 1072.50 F

**Owner: TAYLOR JACQUELINE M & MICHAEL T**  
 10736 96TH TRAIL  
 LIVE OAK, FL 32060  
**Site: 10724 96TH TRL, LIVE OAK**  
 Sales 2/18/2022 \$29,000 V(Q)  
 Info 11/1/2008 \$100 I(Q)  
 11/1/2000 \$100 V(Q)

2022 Working Values			
Mkt Lnd	\$14,805	Appraised	??
Ag Lnd	\$0	Assessed	\$10,133
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	\$14,805
Just	??	Taxable	

NOTES:



Suwannee County, FL

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GrizzlyLogic.com



# Suwannee County Property Appraiser

Ricky Gamble

**2022 Working Values**

updated: 5/5/2022

Parcel: << **36-02S-13E-08400-000000** >>

Aerial Viewer Google Maps

## Owner & Property Info

Result: 3 of 3

Owner	<b>TAYLOR JACQUELINE M &amp; MICHAEL T</b> 10736 96TH TRAIL LIVE OAK, FL 32060		
Site	10724 96TH TRL, LIVE OAK		
Description*	LEG 3.29 ACRES FOR PT OF REF COM AT THE SE COR OF W1/2 OF NE1/4 & RUN N 00 DEG 47" E ALONG THE E LINE OF SAID W1/2 OF NE1/4 A DISTANCE OF 1072.50 FT (65 RODS) TO THE POB THENCE RUN S 89 DEG 16'10" W A DISTANCE OF 280.00 FT THENCE RUN N 00 DEG 43'50" W A ...more>>>		
Land Area	3.29 AC	S/T/R	36-02S-13E
Use Code**	VACANT (0)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



## Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$9,212	Mkt Land	\$14,805
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$9,212	Market	\$14,805
Assessed	\$9,212	Assessed	\$10,133
Exempt	\$0	Exempt	\$0
Total Taxable	\$9,212	Total Taxable	\$14,805

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
2/18/2022	\$29,000	2336/0027	V	Q
11/1/2008	\$100	1509/0208	I	Q
11/1/2000	\$100	837/0120	V	Q
5/1/1999	\$100	743/0496	I	Q

## Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
NONE				

## Land Breakdown

Year Blt	Desc	Units	Value
NONE			

Search Result: 3 of 3

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

by: GrizzlyLogic.com

THIS INSTRUMENT PREPARED BY:  
JOHN H. PARKER, III  
SUWANNEE VALLEY TITLE SERVICES, INC.  
POST OFFICE BOX 1563  
LIVE OAK, FLORIDA 32064

Barry A. Baker Clerk, Suwannee County  
Clerk of the Circuit Court  
File#2022249133 OR:2336 PG: 27 Page/s: 1 of 2 WD  
Rec:2/21/2022 11:38 AM Doc. D \$203.00

**WARRANTY DEED**

THIS INDENTURE, Made this 18<sup>th</sup> day of February, 2022, between DENA B. PARKER, a/k/a DEANA B. PARKER, whose post office address is Post Office Box 668, Live Oak, Florida 32064, grantor, and JACQUELINE M. TAYLOR and MICHAEL T. TAYLOR, wife and husband, whose post office address is 10736 96th Trail, Live Oak, Florida 32060, grantees, i

WITNESSETH, That said grantor, for and in consideration of the sum of Twenty-Nine Thousand and No/100 Dollars (\$29,000.00), and other good and valuable considerations to said grantor in hand paid by said grantees, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantees, and grantees' heirs and assigns forever, the following described land, situate, lying and being in Suwannee County, Florida, to-wit:

FOR POINT OF REFERENCE, commence at the Southeast corner of the W 1/2 of the NE 1/4 of Section 36, Township 2 South, Range 13 East, Suwannee County, Florida, and run North 00°47" East, along the East line of said W 1/2 of the NE 1/4, a distance of 1072.50 feet (65 Rods) to the POINT OF BEGINNING; thence run South 89°16'10" West a distance of 280.00 feet; thence run North 00°43'50" West a distance of 500.00 feet to the South line of a 50.00 foot road; thence run North 89°16'10" East a distance of 293.22 feet to the East line of said W 1/2 of the NE 1/4; thence run South 00°47" West a distance of 500.02 feet to the POINT OF BEGINNING;

SUBJECT to zoning of Suwannee County, Florida; road rights of way and utility easements, if any; and taxes assessed on and after January 1, 2022;

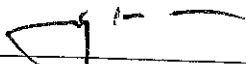
Grantor warrants that the above described lands are not the Grantor's homestead within the meaning of the Constitution of the State of Florida, nor are said lands contiguous to or a part of Grantor's homestead.

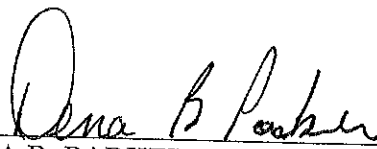
PARCEL IDENTIFICATION NUMBER: 36-02S-13E-08400000000

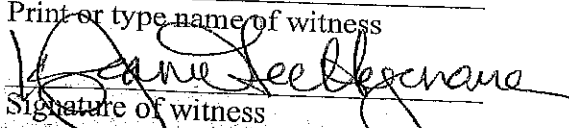
and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Signature of witness  
John H. Parker, III

 (SEAL)  
\_\_\_\_\_  
DENA B. PARKER

Print or type name of witness  
  
\_\_\_\_\_  
Signature of witness

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

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 22-02, BY JACQUELINE AND MICHAEL TAYLOR; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION; PROVIDING FOR AMENDING THE ZONING DESIGNATION FOR A PARCEL OF PROPERTY FROM RESIDENTIAL SINGLE FAMILY-1 (RSF-1) TO RESIDENTIAL SINGLE FAMILY-1/MOBILE HOME-1 (RSF-1/MH-1); PROVIDING SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, LDR 22-02, an application by Jacqueline and Michael Taylor, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning designation from

RESIDENTIAL SINGLE FAMILY-1 (RSF-1) to RESIDENTIAL SINGLE FAMILY-1/MOBILE HOME-1 (RSF-1/MH-1) on the property described as follows:

For point of reference, commence at the SE corner of the W ½ of the NE ¼ of Section 36 Township 2 South Range 13 East Suwannee County, Florida and run N 0°47' West along the East line of said West ½ of the NE ¼ a distance of 1072.50 feet to the POB; thence run South 89°16'10" West a distance of 280 feet; thence run North 0°43'50" West a distance of 500 feet to the South line of a 50 foot road; thence run North 89°16'10" East a distance of 293.22 feet to the East line of said W ½ of the NE ¼; thence run South 0°47' West a distance of 500.02 feet to the POB.

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

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

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

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

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

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

## **Agenda Item No. 20**

Discuss road projects. (Randy Harris, County Administrator)



# 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**



## **Additional Agenda Items – May 17, 2022**

1. Authorization to renew with Florida Blue at a 4% increase over current rate.
2. Discuss, with possible Board action, permitting with Suwannee River Water Management District. (Don Wainwright)
3. Discuss, with possible Board action, representing a county employee involved in a traffic accident. (Randy Harris, County Administrator)
4. Consideration of Donated Space Agreement for Third Circuit Guardian ad Litem Program with Live Oak Investments 140, LLC. (Jimmy Prevatt, County Attorney)

# **Additional Agenda Item No. 1**

**Item:**

Health Insurance Renewal

**Description:**

The rate quoted by Florida Blue for renewal of our Health Insurance include a 4% increase over the current rate.

**Requested Action:**

Authorization to renew with Florida Blue at a 4% increase over current rate.

## **Additional Agenda Item No. 2**

Discuss, with possible Board action, permitting with Suwannee River Water Management District. (Don Wainwright)

## **Additional Agenda Item No. 3**

Discuss, with possible Board action, representing a county employee involved in a traffic accident. (Randy Harris, County Administrator)



**Agenda Item**

Consideration of Donated Space Agreement for Third Circuit Guardian ad Litem Program with Live Oak Investments 140, LLC.

**Discussion**

The County entered into a Lease agreement for space in the Live Oak Commons for the main operation facility for the Guardian ad Litem program effective October 1, 2021. As a part of the arrangement with the principal, Dana Berman, Mr. Berman's related company, Live Oak Investments 140, LLC has been providing additional space for the Third Circuit Guardian ad Litem program to store various items necessitated by the services provided by the program. The space has been provided at no lease space cost, and the program has had only to pay for the provision of utilities utilized by the facility.

This agreement simply formalizes that relationship nunc pro tunc (now for then) to the effective date of the Lease with the related company, October 1, 2021. There are no budget impacts for the current fiscal year. The Company requests that the County provide the appropriate documentation of liability insurance on the premises as other County utilized properties and provide appropriate documentation of the market value of the donated space.

**Recommendation**

1. Approval of the Donated Space Agreement for the Third Circuit Guardian ad Litem Program with Live Oak Investments 140, LLC.
2. Authorization for Clerk to provide appropriate acknowledgment of market value of donated space as approved by the County Attorney.

## **DONATED SPACE AGREEMENT**

(The Board of County Commissioners of Suwannee County, FL, on behalf of the Third Circuit Guardian ad Litem Program)

THIS DONATED SPACE AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, nunc pro tunc to 1<sup>st</sup> day of October, 2021 by and between LIVE OAK INVESTMENTS 140, LLC, hereinafter referred to as "the Landlord", and THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, on behalf of the Third Circuit Guardian ad Litem Program, hereinafter referred to as "the Tenant",

WITNESSETH: That said Landlord does hereby desire to donate space unto said Tenant for the use of the Third Circuit Guardian ad Litem Program, and said Tenant does hereby desire to accept and utilize the donated space as Tenant under said Landlord, the property described herein subject to the terms, provisions, conditions and limitations set forth and described in the Donated Space Agreement.

### 1. DONATED SPACE PREMISES

The location of the premises being leased pursuant to this Lease Agreement is as follows: 162 Palm Street, Live Oak, FL 32064.

The total amount of rental space is approximately Twenty Seven Hundred & Seventy Five (2,775) Square Feet.

### 2. TERM OF AGREEMENT.

The term of this agreement shall be for SIX (6) years commencing and being effective on October 1, 2021 and ending on September 30, 2027, unless sooner terminated pursuant to other provisions of this Agreement (hereinafter "Lease Term").

The parties agree to review this agreement no later than one hundred and eighty days (180) days before the end of the initial agreement in order to determine the intent of Landlord for further donation of space. Landlord shall, in its sole discretion, have the option to continue donation for any additional periods of time but in one year increments. If Landlord fails to notify Tenant no later than Ninety (90) days before the expiration of the initial agreement term of its intent to renew donation of the space, failure to do so shall be deemed non-renewal of this Agreement.

Option for Early Termination. The parties acknowledge that the necessity for utilization of the space and any potential rent to be paid hereunder is subject to annual budget and appropriation by the Board of County Commissioners (BOCC) of Suwannee County, Florida for fiscal periods October 1 – September 30 each year. If at any time during the agreement term, the BOCC no longer desires to utilize the space or does not appropriate funds for any potential rental for any succeeding fiscal period, Tenant shall have the option to terminate the agreement at the end of the then existing budgeted fiscal

period, upon giving Landlord 60 days written notice.

Holding Over. If Tenant remains in possession of the premises after expiration of the term of this agreement or any extension herein, Tenant shall be treated as a Tenant at sufferance on a month to month basis, and shall pay Landlord monthly rental at the rate then in effect immediately prior to the expiration of the term for similar space available at the rental facility.

### 3. RENTAL PAYMENTS.

A. Base Amount. This is a Donated Space Agreement. The Annual Base Rental Amount shall be ZERO DOLLARS (\$00.00), for the entirety of the donated space term.

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### 4. COMMON AREA EXPENSE.

Landlord shall have the duty to maintain and shall be responsible for payment of all Common Area expenses. Common area expenses shall include ad valorem (property) taxes, hazard insurance expense for the building, liability insurance for the common areas, outside and interior lighting, maintenance of the parking areas and common area landscaping,, including but not limited to electricity, water, sewer, gas, window washing, janitorial services, trash and debris and other maintenance and utility charges, except for such utility charges set forth in paragraph 8 below used or consumed in the Premises;

Landlord and Tenant agree that the tenant shall have no responsibility for payment of reimbursement of Landlord for any common area maintenance expenses.

Failure of the Landlord to perform such common area maintenance or failure to pay such common area maintenance expense charges shall be considered an event of default by Landlord.

### 5. CONDITION OF THE PREMISES AND MAINTENANCE

Upon acceptance, the Tenant will be deemed to take the subject premises "AS-IS" as of the date of the commencement of the term of this Agreement.

**LANDLORD OBLIGATIONS:** It shall be the obligation of the Landlord to maintain, repair, and otherwise keep in good working order the various components of the Premises and any common areas as follows:

A. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls including those that are contained in the Premises, the exterior windows, exterior doors, exterior plate glass, plumbing and sewer lines; HVAC and ventilating services for the Premises, fire sprinklers and the entrances, sidewalks, corridors, lighting, parking areas and other facilities from time to time comprising the Common Areas.

B. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls within the Premises.

C. Landlord shall not be obligated to make any repairs under this section until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) business days. In the event, that Landlord does not accomplish said repairs in the time specified, Tenant shall be authorized to make such repairs as necessary to restore operating condition of the component and deduct the payment for the same from the monthly rent herein.

TENANT'S OBLIGATIONS: Except as specifically provided to the contrary in Paragraphs A, B and C, above, Tenant, at its sole cost and expense, Tenant agrees to routinely maintain all interior portions of HVAC systems (filters), plumbing systems, including toilet, sink, and interior piping, electrical and lighting systems, smoke detectors, interior walls and interior surfaces of exterior walls, ceilings, windows, doors and plate glass located within the Premises. All maintenance and repairs made by Tenant shall be at least of the same quality, design and class as that of the original work.

Tenant agrees that it will not alter the exterior walls and/or roof of the subject premises without first notifying and receiving the written permission of the Landlord (this is done so as to maintain any and all third party warranties on the said leased property).

#### 6. INSURANCE.

Tenant shall make arrangements to maintain adequate insurance on its own personal property located in or on the leased premises during the term of this lease agreement.

During the term of this lease, Tenant shall keep the leased premises insured, at its sole cost and expense, against claims for personal injury or property damage under a policy of general public liability insurance with limits of at least Five Hundred Thousand and no/100 Dollars (\$500,000.00).

All general liability policies of insurance set forth herein shall name the Landlord as an additional named insured and shall provide that it cannot be canceled or revoked except after a minimum of 30 days written notice to the Landlord. Copies of such policies shall be immediately delivered by Tenant to Landlord upon request of Landlord, but no less than at each anniversary date of such policy or policies. It shall be deemed a material part of this agreement that the Tenant shall maintain and keep in full force and affect all required policies of insurance during the term of this Lease.

Landlord shall insure the common areas through whatever means it deems in its discretion to be in its best interest, against financial consequences of natural events and accidental losses, but in no event shall Landlord's policy of general liability insurance be less than \$1 Million in coverage with combined single limits for bodily injury, personal injury and property damage.

7. PAYMENT OF TAXES AND UTILITIES BY TENANTS.

It is expressly understood and agreed that Tenant shall, during the term of the tenancy, pay and keep current all County Tangible/Personal Property Taxes, Florida State Sales Taxes, Federal Income Taxes, withholding and Social Security, and agrees to indemnify and hold the Landlord harmless from and against any and all claims, suits, demands or judgments for the same by any party. Tenant shall pay for all utility services furnished to the demised premises, including heat, water, sewer, waste disposal, gas, electricity, telephone, and the like, together with all taxes levied or other charges on such utilities. Landlord will provide Tenant with separate meters for the following utility services: water, sewer, and electric.

8. RESTRICTION ON USE OF SUBJECT PROPERTY.

It is understood and agreed that the subject premises shall be used by Tenant only for the operation of governmental programs, including but not limited to, the Guardian ad Litem program and related children services.

Tenant shall not use or occupy, nor permit the leased premises or any part thereof to be used or occupied for any unlawful business use or purpose, nor for any business use or purpose deemed disreputable or extra-hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. Tenant shall not cause the premises to become contaminated by any hazardous or toxic substance or materials. Tenant shall be responsible for any such contamination caused to occur on the property out of or in connection with Tenant's use of same and any cleanup must be at the sole expense of Tenant.

9. MODIFICATION AND SIGNAGE.

Tenant may make alterations or modifications to the subject property and improvements only upon written consent of Landlord, which consent Landlord shall not unreasonably withhold. Any improvements made to the property by Tenant shall become the property of the Landlord and may not be removed without the consent of the Landlord. All improvements made to the property by Tenant shall be of a quality as is acceptable to Landlord in its sole discretion. Tenant shall first before displaying or erecting any signs on or adjacent to the premises submit for the approval of same by Landlord. Signage shall be displayed or erected only with the written consent of Landlord. Signage shall comply with local governmental regulation.

10. DEFAULT.

In the event that Tenant shall at any time fail to comply with any term, provision, or limitation as set forth herein and shall fail to cure the same within thirty (30) days of receiving written notice of such default from Landlord (except that there shall be no requirement for written notice of default from Landlord to Tenant for the non-payment of rent other than that prescribed under Florida Law), then Landlord shall have the right and option to thereupon terminate this Lease Agreement without waiving any rights to damages

or other relief as permitted under law, in which event, the Tenant agrees to surrender and deliver up the demised premises and property peaceably to Landlord.

11. NO WAIVER.

No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Landlord at any time when Tenant is in default under any covenant or condition hereof, be construed as waiver of such default or of Landlord's right to terminate this Lease on account of such default; nor shall any waiver of such default or of Landlord's right to terminate this Lease on account of such default or any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default in any of its covenants or conditions hereunder, an acceptance by Landlord of rental during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner hereinbefore provided.

12. INDEMNITY AND LIABILITY DISCLAIMED.

A. Tenant shall indemnify and hold Landlord harmless from and against any and all liabilities, suits, claims, demands, actions, costs, and expenses due to or arising out of violation or non-performance of, or default in observing, any covenant, condition or agreement in this Lease to be fulfilled, kept, observed and performed by Tenant; damage to property occasioned by Tenant's use and occupancy of the demised premises or to any use or occupancy which Tenant may permit or suffer to be made of the demised premises; and injury or death to persons occurring in or about the demised premises.

B. Tenant shall be responsible for and liable to Landlord for any damages incurred to the leased premises and any adjacent premises, including any fixtures or equipment, as a result of fire or other casualty caused by the negligence or willful acts of Tenant, Tenant's employees, agents, customers or invitees.

13. DESTRUCTION, REPAIR AND RESTORATION OF PREMISES.

If the Premises or other portions of rental facility or common areas are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

A. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

B. If (1) the Premises or other portions of the rental facility or common areas are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (2) the Premises are rendered untenable in whole or in substantial part as a result of a fire or other casualty, and/or so damaged as to materially and adversely affect Tenant's business that it cannot operate and repairs as reasonably estimated by Landlord will take ninety (90) days or longer from the date of the casualty to complete, then either party may terminate this agreement within thirty (30) days from the date of the casualty by providing written notice to the other party. In the event this agreement is not terminated, Landlord shall diligently pursue the repairs and Landlord agrees to provide similar additional space as to the portion of the Premises rendered untenable until such time as the Premises are made tenantable.

14. RIGHT TO MORTGAGE.

Landlord reserves the right to subject and subordinate this Agreement to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the demised premises and on the land and buildings of which they are a part. The Tenant will execute and deliver upon request such instrument or instruments subordinating this Lease to the lien of any mortgage or mortgages as shall be desired by the Landlord or any proposed Mortgagee. Tenant shall further promptly execute and deliver such instruments, estoppel letters or certificates reasonably requested to be provided to Landlord's Mortgagees or to any party to whom Landlord has or may become obligated to provide security.

15. ASSIGNMENT AND SUBLET.

Tenant shall not have the right to assign this Donated Space Agreement or sublet the same, without the written consent of Landlord, which consent may be withheld by Landlord for any reason Landlord deems sufficient.

16. LIENS.

Tenant shall not cause or permit any lien, mortgage, encumbrance, or other claim against the subject premises and property without the express written consent of Landlord. Tenant shall immediately indemnify the Landlord in the event of such lien mortgage, encumbrance or other claim accrues against the property through any action or inaction of Tenant.

17. QUIET ENJOYMENT.

Landlord covenants and agrees that so long as Tenant shall keep and perform each and every covenant, term, provision and condition as set forth herein, Tenant shall have quiet and undisturbed and continued possession of the premises during the term of this Lease, free from any claims against Landlord and all persons claiming under, by or through Landlord.

18. EXAMINATION OF PREMISES BY LANDLORD.

Landlord and its agents shall have the right to enter upon the premises at all reasonable times to examine the condition and use thereof or to show same to a prospective future tenant, provided only that such rights shall be exercised in such manner so as not to interfere with Tenant in the normal conduct of Tenant's business.

19. END OF LEASE.

Upon termination of the tenancy, Tenant shall promptly deliver possession of the subject premises and property to Landlord in good and proper condition, except only for ordinary wear, tear and depreciation and Tenant shall thereupon remove all of Tenant's property.

20. NOTICE.

Any written notices as specified herein shall be made to the parties at the following addresses or at such other addresses as each party may inform the other of in writing:

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

21. CONDEMNATION/ EMINENT DOMAIN.

In the event the whole or any part of the building or the real estate of which the demised premises are a part shall be taken or condemned for any public or quasi-public use or purpose, Landlord may, at its option, terminate this Agreement from the time title to or right to possession shall vest in or be taken for such public or quasi-public use or purpose and Landlord shall be entitled to any and all income, rent, awards or any interest therein whatsoever which may be paid or made in connection therewith.

22. SUCCESSION.

This Agreement shall bind the heirs, assignees, administrators, legal representatives, executors or successors as the case may be of both parties, however, this shall not expand the right of tenant to sublet the premises beyond the provisions set forth above.

23. DISPUTE RESOLUTION.

The parties understand and agree that the relationship between them is that of Landlord and Tenant, and it is specifically understood and agreed that this Donated Space Agreement and the relationship between the parties shall be construed in accordance with the laws of the State of Florida. The exclusive venue for any legal proceeding in respect to the enforcement of any terms of this agreement shall be the court of appropriate jurisdiction



in Suwannee County, Florida. The parties hereby specifically waive their right to demand a jury trial. In any legal proceeding, including appellate proceedings, concerning enforcement of any term of this Agreement, the prevailing party shall be entitled to costs together with reasonable attorney's fees.

24. ENTIRE AGREEMENT; NO RECORDATION OF AGREEMENT.

A. This Agreement contains the entire agreement between the parties hereto with respect to the letting and hiring of the demised premises described above and this Agreement may not be amended, modified, released or discharged in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successor or assigns.

B. The parties understand and agree that Tenant is a public entity subject to the provision a Chapter 119, Florida Statutes. The parties agree that neither this Agreement nor any memorandum or short form thereof shall or may be recorded in any of the official records of the County but nothing herein shall prohibit the parties from disclosure of the terms of this lease upon appropriate request in accordance with Chapter 119, Florida Statutes or other applicable State or County law, rule or ordinance.

25. SEVERABILITY OF PROVISIONS, GENDER, ETC.

In the event any provision or a portion of any provision of this Agreement is declared unenforceable or invalid by any court or administrative body having jurisdiction, the remaining provisions of the lease agreement shall be deemed enforceable and shall remain in full force and effect. Any reference herein to the masculine or feminine shall be interchangeable herein as well as any reference to the singular or plural.

26. RADON.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. TIME OF THE ESSENCE.

Time shall be of the essence in interpreting the provisions of this Lease Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the

