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

TENTATIVE AGENDA FOR MAY 2, 2023, AT 5:30 P.M.

Invocation Pledge to American Flag

ATTENTION:

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

APPROVAL OF MINUTES:

- 2. a. April 18, 2023 Special-Called Meeting
 - b. April 18, 2023 Regular Board Meeting

CONSENT:

- 3. Approval of payment of processed invoices.
- 4. Adoption of Public Records Request Policy.
- 5. Acceptance of the E911 Rural County Grant in the amount of \$53,094.00, including the Chairman's signature and consent to process invoices totaling the same, to AK Associates for the yearly maintenance of the E911 system.
- 6. Approval of appointment to the Suwannee County Development Authority Board.
- 7. Approval of changes to Purchasing Policy and adoption of enabling Resolution.
- 8. Authorize the Chairman to execute Addendum Number Two to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services.

- 9. Authorization to advertise a Request for Proposals for litter pick-up.
- 10. Authorization to advertise a Request for Proposals for clearing, grubbing, and under-brushing.
- 11. Authorization to advertise a Request for Qualifications for Engineering services.
- 12. Authorization to advertise a Request for Qualifications for Architecture services.
- 13. Authorization to advertise a Request for Qualifications for Construction Engineering Inspection services.
- 14. Authorization to advertise a Request for Qualifications for a Master Plan Study for Catalyst Industrial Park.
- 15. Award Request for Proposals to Ring Power Corporation for six (6) CAT 120 motor graders.
- 16. Declare seven (7) County owned properties as surplus and authorize staff to add them to the list designated for auction.
- 17. Declare Parcel ID 04-01s-12e-09421-180490 as surplus and authorize staff to obtain the property's appraisal value.

TIME-SPECIFIC ITEMS:

- 18. At 5:35 p.m. or as soon thereafter as the matter can be heard, hold the second of two public hearings to consider the adoption of an ordinance regarding; LDR 23-02, an application by the Board of County Commissioners to amend the text of the Land Development Regulations by deleting section 4.14.5 (A) (2) Special Exceptions travel trailer parks or campgrounds and adding section 4.14.5 (B) (3) RV parks or campgrounds (4) other uses that may be compatible with the district as a Special Permit in the Commercial Highway Interchange zoning district. Deleting section 4.4.5 (A) (7) Special Exceptions travel trailer parks or campgrounds and adding 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit. Changing the title of section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such. (Ronald Meeks, Development Services Director)
- 19. <u>At 5:35 p.m.</u> or as soon thereafter as the matter can be heard, <u>hold the first of two public hearings</u> regarding; LDR 23-03, an application by the Board of County Commissioners to amend Section 5.24 of the Land Development Regulations regarding the use of subdivided lots when a property is reduced in size due to a government taking. (Ronald Meeks, Development Services Director)

PROCLAMATIONS AND PRESENTATIONS:

20. Presentation by Sarah Beth Stewart, Retail Strategies.

CONSTITUTIONAL OFFICERS ITEMS:

21. Employee Assistance Program (Sheriff Sam St. John and Buddy Williams, Chief Deputy)

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

- 22. Update on County projects. (Greg Bailey, North Florida Professional Services)
- 23. Preliminary Plat approval of Replat of Duke's Place Subdivision. (Ronald Meeks, Development Services Director)
- 24. Discuss, with possible Board action, chip seal vs. asphalt. (Greg Scott, County Administrator)
- 25. Additional Agenda Items. The Chairman calls for additional items.
- 26. 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.)
- 27. Administrator's comments and information.
- 28. Board Members Inquiries, Requests, and Comments.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of and authorize Chairman to execute Contract for Legal Services with the law firm Sellers, Taylor & Morrison, P.A.

Considerations:

The firm is Sellers, Taylor & Morrison, P.A.

The lead attorney will be Adam Morrison.

The firm has been in existence locally for decades and is well respected.

Recommendation:

Approval of and authorize Chairman to execute Contract for Legal Services with the law firm Sellers, Taylor & Morrison, P.A.

Dated: May 2, 2023

Respectfully submitted,

Greg Scott, County Administrator 4:00 p.m.

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

Chairman White called the meeting to order at 4:07 p.m.

The purpose of the meeting was to rank Requests for Qualifications (RFQs) received for County Attorney (RFQ #2023-01).

County Administrator Scott noted that Staff had contacted local law firms and placed advertisements on DemandStar, the Florida Association of Counties, local newspapers, and the County's website. He added that the regular meeting to be held at 5:30 had an item to authorize negotiations with the high scorer. There had been one response.

There was one RFQ, from Adam Morrison of Sellers, Taylor & Morison, P.A. of Live Oak.

County Attorney Prevatt stated that Mr. Morrison had disclosed that he was representing a party that had a lawsuit in which the County was also a party, which was discussed at the previous regular Board meeting. The lawsuit was against someone who had blocked a public right-of-way, and Mr. Morrison recognized that if hired, he would have to recuse himself from that court case.

Discussion ensued on the wording of the disclosure and that not only would Mr. Morrison not represent the County in the lawsuit, but he would withdraw as counsel for the plaintiff. Discussion also ensued on how to proceed, and that perhaps it would be helpful to have the applicant present to answer any questions the Board may have.

Commissioner Perkins suggested having the applicant present to answer questions.

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County Administrator Scott believed that State law allowed the County to hire a County Attorney without even having to go out for bids.

Commissioner Land had no need to interview Mr. Morrison, as he knew him and had no problems with him, and additionally he was the only respondent.

Commissioner Perkins still wished to interview the candidate.

Commissioner Hale asked for a recounting of how many ways of advertising the County had submitted. County Administrator Scott recounted the various ways the County advertised.

Commissioner Hale asked what it would cost to hire an attorney on staff that only served Suwannee County.

After questioning, County Administrator Scott stated that the County was looking to hire Adam Morrison of Sellers, Taylor & Morison, P.A., but that there were other lawyers that could probably assist him if need be.

Discussion ensued on the possibility of hiring one attorney to handle all the various boards that fell beneath the Board of County Commissioners.

Chairman White called a recess at 4:23 p.m. to allow time for Mr. Morrison to arrive.

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4:31 p.m.

Chairman White called the meeting back to order and asked Mr. Morrison to the podium.

Mr. Morrison stated for the record that he lived at 204 Gay Street, Live Oak.

Commissioner Perkins asked if Mr. Morrison had ever worked with a County on board-related matters. Mr. Morrison thanked the Board for allowing him to attend and stated that did not have the

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experience that County Attorney Prevatt had, but he knew that there would be an intense period of learning if he was selected by the Board. He anticipated that for the first month or two, he would probably be responding with an answer that he would have to research the issue and return with an answer, but in the meantime, he would continue his legal education for County-related fields. He believed he could give accurate information to the Board after research and provided a \$1 million liability policy.

After questioning by Chairman White, Mr. Morrison replied that he anticipated the County hiring the law firm so that if he was unavailable, one of his partners could attend instead. However, he would follow the Board's recommendation on the matter. He would not have applied for the position of County Attorney unless he had the time to do so. Mr. Morrison anticipated the County Attorney position to take from 1/3 to 1/2 of his time. He currently had two legal assistants, but could hire a third if necessary should the load require it, and had already spoken with other government attorneys to determine their load.

Commissioner Perkins asked about Mr. Morrison's understanding of eminent domain and contracts. Mr. Morrison replied that he served as local counsel for Gulf Power, which had led to eminent domain proceedings, and he also knew some of the best such lawyers in the business. He was also familiar with contracts and easements as part of his private business. Mr. Morrison added that there were resources for government lawyers so that no one started from scratch.

Commissioner Hale noted the qualifications score sheet and asked Mr. Morrison to address each item. Mr. Morrison reviewed the qualifications and discussed his experience with each.

Commissioner Perkins asked for details of Mr. Morrison's experience with labor issues. Mr. Morrison replied that he was the attorney for multiple corporations and he often received phone calls on how to handle employee labor issues. He had been on both sides of the labor issue.

After questioning by Commissioner Land, County Administrator Scott stated that the County already had a labor attorney from a Tallahassee law firm.

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The Board scored the applicant and submitted their scores to Deputy Clerk Musgrove for tabulation. The total score was 128 out of 150 points.

The Board by consensus agreed to move forward with hiring Mr. Adam Morrison, which would be discussed in further detail at the regular Board meeting.

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

There being no further business to discuss, the meeting adjourned at 5:04 p.m.

| ATTEST: | | | | |
|----------------------------|------|----------|-------------------|--|
| | , DC | | | |
| BARRY A. BAKER | | FRANKLIN | WHITE, CHAIRMAN | |
| CLERK OF THE CIRCUIT COURT | | SUWANNE | E COUNTY BOARD OF | |
| | | COUNTY C | OMMISSIONERS | |

5:30 p.m.

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

Chairman White called the meeting to order at 5:33 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

MINUTES:

<u>The first item on the agenda</u> was to approve the minutes of the April 4, 2023 Regular Board meeting.

Commissioner Land moved to approve the minutes of the April 4, 2023 Regular Board meeting.

Commissioner Perkins seconded, and the motion carried unanimously.

It being after 5:35 p.m., Chairman White moved to time-specific items.

TIME-SPECIFIC ITEMS:

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

campgrounds and adding Section 4.4.5 (B) (13) RV parks and campgrounds (14) other uses that may be compatible with the district as a Special Permit; and changing the title of Section 4.19.24 from travel trailer parks or campgrounds to RV parks and campgrounds and adding criteria for such.

Chairman White opened the public hearing.

County Attorney Prevatt swore in all those wishing to speak.

Development Services Director Ronald Meeks discussed in further detail the proposed changes, noting that they had come about due to recommendations from RV workshops. He added that there had been some changes in that RV campgrounds would now come to the County Commission as special exception requests instead of going through the Planning and Zoning Board first as special permits. Campgrounds would also be limited to arterial or collector roads and no closer than five miles from another campground. He then entered the file into the record as Composite Exhibit #1.

After questioning from Chairman White, Mr. Meeks stated that existing campground expansions would be handled by the Board and they would have to abide by the new setbacks.

Commissioner Land asked about definitions for arterial and collector roads. Mr. Meeks replied that the roads were defined in the Land Development Regulations and the Comprehensive Plan.

Some discussion ensued on the wording of the proposed changes and definitions.

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

Mr. Meeks noted that he would change the arrangement of arterial and collector roads so that arterial roads came first in the listing.

Chairman White closed the public hearing on this matter.

<u>The sixteenth item on the agenda</u> was at 5:35 p.m., or as soon thereafter as the matter could be heard to hold a public hearing to consider Special Permit for Temporary Use Request No. SPTU-23-03-01

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 26, 2023, through July 5, 2023, on property zoned Commercial Intensive (CI).

Director Meeks briefly discussed the application, noting that the applicant had applied for and held numerous events over the years and there had never been an issue with them. He then submitted the application into the record as Composite Exhibit #1.

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

Commissioner Land moved to approve Special Permit for Temporary Use Request No. SPTU-23-03-01 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 26, 2023, through July 5, 2023, on property zoned Commercial Intensive (CI). Commissioner Mobley seconded, and the motion carried unanimously. (Resolution No. 2023-18)

Chairman White closed the public hearing.

CONSENT:

Item four was pulled for discussion at a later meeting and item ten was pulled from the consent agenda for clarification.

<u>The second item on the agenda</u> was to approve payment of \$2,636,226.21 in processed invoices.

<u>The third item on the agenda</u> was approval of a supplemental agreement with Madden Media for additional services. Budget impact: to be paid from Economic Development. (Agreement No. 2019-84-12)

The fourth item on the agenda was approval of a Task Order with North Florida Professional Services in the amount of \$312,400 for engineering services associated with the Catalyst Industrial Park master plan study. Budget impact: \$75,000 to be funded from grant funds, pending approval, remaining balance to be funded from Board's Professional Services line.

This item was pulled from the agenda for discussion at a later date.

<u>The fifth item on the agenda</u> was approval of Supplemental Agreement No. 1 with the Florida Department of Transportation for an extension of time regarding the design of the resurfacing of 76th Street from US 90 to River Road, and adoption of an enabling resolution. (Agreement No. 2022-44-01 and Resolution No. 2023-19)

The sixth item on the agenda was approval of an agreement with the Florida Department of Transportation for the design of widening/resurfacing existing lanes of CR 49 from CR 252 to US 90, and adoption of an enabling resolution. (Agreement No. 2023-51 and Resolution No. 2023-20)

<u>The seventh item on the agenda</u> was approval of Storage Tank Liability Warranty Renewal with Terrorism Act Premium.

<u>The eighth item on the agenda</u> was approval of 2023-2026 Suwannee County SHIP Local Housing Assistance Plan (LHAP), Sub-Recipient Agreement, and enabling resolution. (Agreement No. 2023-52 and Resolution No. 2023-21)

<u>The nineth item on the agenda</u> was approval of appointments to the Suwannee County Development Authority Board.

<u>The tenth item on the agenda</u> was authorization for the Chairman and County Administrator to negotiate with the highest-ranked firm for County Attorney.

This item was pulled from the consent agenda for discussion.

<u>The eleventh item on the agenda</u> was authorization to advertise Request for Proposals for CDBG Housing Grant Administration.

The twelfth item on the agenda was issuance of a Certificate of Public Convenience and Necessity (COPCN) to AmeriPro EMS for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney review.

The thirteenth item on the agenda was issuance of a Certificate of Public Convenience and Necessity (COPCN) to Legacy of North Florida, Inc. for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County, pending County Attorney review.

<u>The fourteenth item on the agenda</u> was issuance of a Certificate of Public Convenience and Necessity (COPCN) to Liberty Ambulance Service for interfacility transports from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwanee County, pending County Attorney review.

Commissioner Land moved to approve consent items 2-3, 5-9, and 11-14. Commissioner Perkins seconded, and the motion carried unanimously.

<u>The tenth item on the agenda</u> was authorization for the Chairman and County Administrator to negotiate with the highest-ranked firm for County Attorney.

Chairman White noted that only one attorney had applied for the County Attorney position, and a proposal would be brought to the Board at the next regular meeting.

Brief discussion ensued on the issue.

Chairman White announced that the single bid was from Adam Morrison of Sellers, Taylor & Morrison, P.A.

Commissioner Mobley moved to accept the bid from Adam Morrison for the position of County

Attorney. Commissioner Land seconded, and the motion carried unanimously.

Commissioner Mobley moved to authorize negotiations with Adam Morrison of Sellers, Taylor & Morrison for the position of County Attorney. Commissioner Hale seconded, and the motion carried unanimously.

TIME-SPECIFIC ITEMS:

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

This item was discussed prior to the consent agenda.

The sixteenth item on the agenda was at 5:35 p.m., or as soon thereafter as the matter could be heard to hold a public hearing to consider Special Permit for Temporary Use Request No. SPTU-23-03-01 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 26, 2023, through July 5, 2023, on property zoned Commercial Intensive (CI).

This item was discussed prior to the consent agenda.

STAFF ITEMS:

Fire-Rescue Chief Eddie Hand updated the Board on shifting non-emergency transportation from Fire Rescue to private companies, and that the just-approved Certificates of Public Convenience and Necessity (COPCN) for several transport companies was a step in that direction.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Prevatt updated the Board on negotiations with KSA and the School Board. He stated that on April 11, the School Board had approved the interlocal agreement, so the Board had submitted the signed agreement to KSA for full execution. The total cost was \$32,000, with the price split between the County and the School Board. He asked for expedited approval to release the check.

Commissioner Land moved to expedite the release of \$14,000 of funds for KSA. Commissioner Hale seconded, and the motion carried unanimously.

GENERAL BUSINESS:

<u>The seventeenth item on the agenda</u> was to discuss, with possible Board action, offers on surplus property located on 74th Street, Parcel ID 17-02S-12E-09961-004002.

County Administrator Scott discussed the seven offers received.

Commissioner Land noted that staff recommended against long-term financing.

County Administrator Scott stated that Poole Realty had indicated that Offer #7 had suggested a cash offer as an alternative. County Attorney Prevatt replied that the Board could not accept it.

The Board discussed Offer 5 for \$46,350 (with a net of \$43,569) with closing within 30 days.

Ms. Annette Chauncey, 18933 76th Street, stated that she lived near the property in question and had looked at it for a future homesite for family. She stated that she had submitted an offer and asked for the Board to consider it. Chairman White noted that the offers were listed as #1 through 7 and did not have names attached.

Discussion ensued on the offers and County Attorney Prevatt noted that offers could not be accepted with 30-year loans due to prohibition by the State, and the limit was either 15 or 20 years. Discussion was also held on only accepting cash bids and removing financing options for future sales.

After questioning, County Attorney Prevatt noted that the Board had decided many years before to sell surplus property by the current method instead of selling it on the Courthouse steps like foreclosures.

County Administrator Scott stated that he had received concerns from Poole Realty about the 90-day period for surplus property advertisements and they suggested less time. He also noted a question from Poole Realty about having the title researched before it went to sale.

County Attorney Prevatt stated that it was not the Board's responsibility to research the title, and it was the responsibility of the buyer to do so, much like foreclosures; in other words, the property was sold as-is.

Discussion ensued on the length of advertisements and that it was now set at 45 days.

Commissioner Perkins moved to accept Offer #5 for \$46,350 on surplus property located on 74th Street, Parcel ID 17-02S-12E-09961-004002. Commissioner Land seconded, and the motion carried unanimously.

County Attorney Prevatt stated that eliminating financing options would streamline the surplus sale process.

Commissioner Land moved to remove owner financing options for future surplus property sales.

Commissioner Perkins seconded, and the motion carried unanimously.

The eleventh item on the agenda was Additional Agenda Items.

There were none.

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

Mr. Wayne Hannaka, 11883 193rd Road, Live Oak, and Mr. Wesley Wainwright, 16672 129th Road, McAlpin, both thanked County Attorney Prevatt for his time serving the County.

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

County Administrator Scott stated that one of his Road Department employees had reviewed cost comparisons for paving or chip sealing short roads, and that it would be more cost-effective to pave them.

County Attorney Prevatt suggested that County Administrator Scott return to the Board with the list of short roads he recommended for paving along with the cost savings.

County Administrator Scott mentioned solid waste assessments for various churches that had been debated by the Board at various times and asked County Attorney Prevatt to discuss it further.

County Attorney Prevatt discussed the proposed assessment resolutions, as there had been changes in assessments over the years. The new resolutions would come to the Board in June or July and the Board needed to pay attention to assessments for non-profit and charitable organizations.

Commissioner Hale discussed the problem and hoped that it would be resolved this year.

Discussion ensued on the assessment issue.

The Board directed County Attorney Prevatt and staff to submit the Board's concerns and directions to the County's assessment lawyers (Nabors & Giblin).

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Live Oak, Florida

County Administrator Scott stated that the reopening of the airport terminal would be the

following week and asked for participation from the Board and staff. He also thanked County Attorney

Prevatt for his years of service.

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

County Attorney Prevatt thanked the Board and the public for allowing him to serve as County

Attorney for the past ten years and delivered a farewell address.

Commissioner Perkins, Mobley, Land, and Hale thanked everyone for attending the meeting and

appreciated County Attorney Prevatt's service to the County.

Commissioner Land wished happy birthday to Commissioner Hale.

Chairman White thanked County Attorney Prevatt for his work with the County. He also noted

that he had a new grandson.

Commissioner Hale moved to adjourn the meeting. Commissioner Perkins seconded, and the

motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:39 p.m.

FRANKLIN WHITE, CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Agenda Item No. 3

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Obiective:

Adoption of Public Records Request Policy.

Considerations:

The county currently does not have a Public Records Request Policy in place.

Adopting the policy allows county employees to follow a proper process to address public records requests.

This proposed policy mirrors the Clerk of Court policy.

Recommendation:

Staff respectfully requests the adoption of the Public Records Request Policy.

Respectfully submitted,

Dated:May 2, 2023

Greg Scott, County Administrator

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS PUBLIC RECORDS REQUEST POLICY Adopted May 2, 2023

The Suwannee County Board of County Commissioners has adopted this policy on Public Records Requests:

The Suwannee County Board of County Commissioners employees will at all times conform to the requirements of Florida Statutes in handling requests for public records of which the County is the custodian. The County may impose the statutory charges when extensive staff time is necessary to research and/or supervise the viewing of the records; as well as any charge allowable for copying or duplicating the record(s) in any manner whatsoever.

The County may, from time to time, designate a Custodian of certain types of records, and any item in any record which is required by statute to be redacted will be handled accordingly.

This policy shall remain in effect until changed by the Suwannee County Board of County Commissioners.

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS SUPPLEMENT TO THE PUBLIC RECORDS REQUEST POLICY Adopted May 2, 2023

This supplement to the County's Public Records Request Policy details and defines some of the policies found in both the Florida Statutes and the County's Public Records Request Policy and is subject to change at any time by the Board of County Commissioners.

It is the policy of the Suwannee County Board of County Commissioners that all records, with the exception of those exempted by Florida Statutes or other applicable sections of Florida law, shall be open for personal inspection by any person.

As defined by Florida Statutes Chapter 119.011(11), "public records" means "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of its physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business" by the Board of County Commissioners.

Florida Statutes Chapter 119.07(1)(a) provides that "every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian of the public records." For the purpose of this policy, "reasonable time" to provide access to public records is defined by the Board of County Commissioners as occurring during normal working hours of the Office of the Board of County Commissioners (Monday-Friday, 8:00 a.m. – 5:00 p.m.).

The Suwannee County Board of County Commissioner Office has determined that electronic copies shall be furnished at the same cost as physical copies. A breakdown of costs is provided in Florida Statutes Chapter 119, among other locations. Electronic documents will be provided by disk (CD, DVD, etc.), thumb drive, email, or any other method determined by the Board.

Upon request, the Office of the Board of County Commissioners will furnish copies of public records based upon the fee schedules adopted by Florida Statutes Chapter 119 and other applicable sections of Florida law. *Note: Additional charges will be added to cover the cost of postage, packing, and media (such as DVDs or thumb drives) if necessary.* In order to facilitate a proper and orderly response to public records requests, all such requests will be submitted or forwarded to the employee so designated by the Board of County Commissioners.

The Florida Supreme Court has ordered that the only delay in producing records permitted under Chapter 119, F.S., "is the limited reasonable time allowed the custodian to retrieve the record and delete those portions of the record the custodian asserts are exempt." A reasonable time frame for providing public records requests will vary depending upon circumstances surrounding the request, such as the nature of the request, the quantity of records

to be produced, whether extensive use of information technology resources or clerical services are required, and the timing of the request (i.e., whether holidays intervene).

Florida Statutes Chapter 119.07(4)(d) provides "if the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

For the purpose of this policy, "extensive clerical or supervisory assistance" is determined to be more than fifteen (15) minutes of an employee's time to research, retrieve, and copy the requested records, or requests that require the employee to leave their office area in order to complete the request. For public records requests requiring more than fifteen minutes or that require the employee to leave their office area, the requester will be required to pay the labor costs of the employee doing the research, copying the records, and/or supervising the requestor's research. This labor cost will begin after the first fifteen minutes of clerical or supervisory assistance is completed or at the time that the employee must leave his or her office area in order to complete the records request. For requests estimated to require more than one hour of a County employee's time, a minimum deposit of \$25.00 will be required (deposit will be adjusted dependent upon the volume of records/research requested). The deposit will be applied to the final cost of the public records request.

Copies must be retrieved by the requestor within one (1) week of request fulfillment, after which the information will be disposed of, and another records request will be required. The requestor will be charged for the original records request, even if it is not retrieved. Furthermore, additional records requests by the requestor may require a deposit covering the entire estimated costs. If the deposit is not sufficient to cover the costs of copies, the requestor will be billed for the remainder before the copies can be retrieved.

Cash, personal check on a local bank, money order, or certified check shall be paid prior to the delivery of the public records requested. Any check, money order, or certified check shall be made payable to "Suwannee County Board of County Commissioners."

In general, the County Office shall substantially follow the Best Practices of the Florida Court Clerks and Comptrollers (FCCC) based upon the costs and descriptions of Chapter 119, F. S., which includes the following (modified) checklist items:

MANDATORY ELEMENTS:

- 1. Notify the requestor, as soon as possible, to acknowledge that the request was received
- 2. Notify the requestor, as soon as possible, of the estimate for the completion of the request and for costs
- 3. Do not ask for the reason for the request
- 4. Do not ask for requests to be in writing, unless requesting for clarification
- 5. Records are not required to be reformatted to meet the needs of the requestor; however, records can be converted to meet the requestor's need and a charge for the conversion can be assessed (only convert if it is practicable)
- 6. Creating new records to satisfy a request is not required
- 7. County employees are not required to give out information from or about their records
- 8. For public record requests required extensive use of County resources (more than 15 minutes), a special service charge is authorized in addition to the actual cost of duplication. Charge based on actual loaded hourly rate (including benefits) of the lowest paid staff member who can perform the work
- 9. The request must be completed within a reasonable time; if the time to respond will be lengthy, provide notice to the requestor
- 10. Requests must be responded to in good faith
- 11. Only furnish the records after payment of the quoted fee
- 12. If information is redacted, a written reason may be provided to the requestor
- 13. For any inspection by a requestor, a staff member must monitor/supervise the inspection. If the staff person is performing other work in addition to the monitoring, a fee cannot be charged. However, if the staff person is only monitoring the inspection, then a fee can be charged and prepayment can be required before the inspection
- 14. A supervisory fee can be agreed on, but if they fail to agree, the charge shall be determined by the custodian
- 15. Records can only be inspected during normal business hours
- 16. A requestor may use his or her own scanner, camera, or copier to make copies and there is no charge
- 17. If another room is needed for copying of the records, a fee may be charged
- 18. State agencies are not exempt from charges for non-court records
- 19. Do not ask for identification unless required by law, or, if the records requested are confidential and/or exempt and the requestor is claiming entitlement to the records (caveat: if the requestor will be contacting staff to check on the status of a request, an alias name or random number for the requestor should be allowable so staff can match the requestor with the records requested)

OPTIONAL ELEMENTS

- 1. Select a point person of contact in each area
- 2. Maintain a public records request log or software
- 3. If the request involves pending litigation that includes the County as a party, consult with a supervisor or legal counsel before responding
- 4. If the request is from the public media, forward to the administrator
- 5. If the request involves confidential and/or exempt records, consult with a supervisor and legal counsel before responding
- 6. If a vague request is received, the requestor should be contacted for clarity
- 7. If a media device is provided in which to place the records, consider using only a County device (thumb drive, DVD, etc.) and charge for the actual cost of the device to ensure there is no virus or other contaminant that may damage the County's network
- 8. Provide a receipt when payment of the charge is made. If the final charge is less than the advance, refund the difference. If the final charge is more than the advance, request final payment before releasing the records

This supplement to the Board of County Commissioners Public Records Request Policy is subject to change at any time by the Board of County Commissioners.

Executive Summary 911 Addressing

Description: E911 System Yearly Maintenance Service Grant (\$53,094.00)

Acceptance of the E911 Rural County Grant in the amount of\$53,094.00, including Chairman's signature, and consent to process invoices totaling the same, to AK Associates for the yearly maintenance of the E911 System.

Requested Action: Acceptance of E911 System Yearly Maintenance Grant and authorization of payment to AK Associates in the amount of \$53,094.00.

Budget Impact: Fully funded with grant. Grant funds shall be provided on a cost reimbursement basis.

Respectfully submitted: Dated: April 21, 2023

Jennifer Payne E91 1/ GIS Coordinator



Florida E911 Board 4030 Esplanade Woy Tallahassee. FL 32399-0950 Tel: 850-921-4204 Fax: 850-488-9837

April 19, 2023

Suwannee County Board of County Commissioners Suwannee County, E9 II Office 224 Pine Avenue Live Oak, FL 32064

FEID #: 59-6000873

Subject: Spring 2023 Rural County - Reimbursement Grant Program

Dear Suwannee County Board of County Commissioners:

The State of Florida E9 II Board would like to congratulate you on your grant award for E9 II revenue funds to improve the E9 II system serving your county. According to the Spring 2023 Cycle Rural County - Reimbursement Grant Program terms and conditions, grant funds shall be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of this grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your County. Please by to have the agreement signed and returned no later than tv,o months after the receipt of this award letter.

The following provides details concerning the Spring 2023 grant(s) to Suwannee County:

| Grant Number | CSFA # | Amount Requested | Amount Approved | Purpose | Dote Board Awarded |
|--------------|---------|--------------------------|-----------------|--------------------------|--------------------|
| 23-04-0S | 72.001 | SSJ, <mark>094.00</mark> | SSJ,094.00 | | |
| | | | S53,094.00 | F9 II System MnIntcnnnce | 4/19/2023 |
| Total Grant | Awards: | | \$53,094.00 | | |

DocuSign Envelope ID: 426CCE87-4F29-4525-AF3A-25B90397BFF1
Spring 2023 Rural County - Reimbursement Grant Program
Page Two

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

-DocuSigned by:

Denise Adkins

Denise Adkins, Chairwoman Florida E911 Board

DA/KR

cc: Suwannee County 911 Coordinator

Additional Terms and Conditions for Rural Grant 23-04-05

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and Suwannee County ("Grantee"), collectively referred to as the "Parties." The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 1A, 911 Rural County Grant Program (the "Application"), incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code (F.A.C.), and the Grantee's award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

- 2.1. The Application, the Grantee's award letter, and these Additional Terms and Conditions for Rural Grant, including its attachments and exhibits (collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 2.1.1. These Additional Term and Conditions for Rural Grant;
 - 2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 2.1.3. the Grantee's award letter; and
 - 2.1.4. the Grantee's submitted Application.
- 2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 2.3. The term of this Agreement begins on May 1, 2023 and ends on April 30, 2025.
- 2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.
 - 2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.
- 2.5. This is a cost-reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
 - 2.5.1. Any reduction of grant expenditures approved by the E911 Board does not require a grant amendment to this Agreement.
- 2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

- 2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 2.7. The Grantee shall submit the final request for reimbursement and supporting documentation for incurred obligations to the Department no later than 120 days after expiration or of this Agreement.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

| Complete all work related to Annual E911 System Maintenance as described in the grant application, and in accordance with the Grantee's contract with its chosen vendor. 1) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 2) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: part of the Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to deliverables. 4. grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit reimbursement claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to deliverables. | related vistem lescribed cation, e with and copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; 1) The Grantee shall submit reimbursement claims in accordance with Section DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; |
|---|--|
| re im m | vendors; and or terminate the current d. Proof of receipt of award for the Grantee; |

5. CONTACTS AND NOTICE

- 5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:
 - 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
 - 5.1.2. Review all documentation for which the Grantee requests payment; and
 - 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

Sarah "Gretchen" Mashburn 4030 Esplanade Way Tallahassee, FL 32399

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

Jennifer Payne
Suwannee County E911 Coordinator
224 Pine Ave SW
Live Oak, FL. 32064
jenniferp@suwcountyfl.gov

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.
- 5.4. All notices from both Parties, other than the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance

- with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.
- 7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of the remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend the payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. <u>Termination for Cause</u>. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. <u>Termination for Convenience</u>. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. <u>Mutual Termination.</u> The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. <u>Grantee Responsibilities upon Termination.</u> Upon notice of termination, the Grantee shall:
 - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

14. MANDATED CONDITIONS

- 14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

 This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.2. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

15. MISCELLANEOUS

15.1. <u>Governing Law and Venue.</u> This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.

15.2. Payment and Invoicing

- 15.2.1. <u>Payment Process</u>. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- 15.2.2. <u>Invoicing.</u> The Grantee shall submit all claims for reimbursement and for progress payments, as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.2.3. <u>Invoice Detail.</u> Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- 15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

- 15.4. <u>Conflict of Interest.</u> This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or another agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.5. <u>Non-Discrimination</u>. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.6. <u>Electronic Funds Transfer Enrollment.</u> The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.7. <u>Survival.</u> Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.8. <u>Severability.</u> If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

| I hereby affirm my authority and responsibility for the use of the fe | unds requested. | |
|---|-----------------|----|
| Grantee | | |
| | Date: | _8 |
| Signature – Authorized County Official | | |
| | Title: | _ |
| Printed Name | | |
| Grantor | | - |
| Department of Management Services/ Deputy Secretary | Date: | |
| Printed Name | | |
| | | |

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

| General Requirements |
|---|
| Florida Statutes (F.S.) |
| § 11.062, F.S Use of state funds for lobbying prohibited; penalty |
| § 20.055, F.S Agency inspectors general |
| Chapter 112, F.S Public Officers and Employees: General Provisions |
| Chapter 119, F.S Public Records |
| § 215.34, F.S State funds; non-collectible items; procedure |
| § 215.422, F.S Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance |
| § 215.97, F.S Florida Single Audit Act |
| § 215.971, F.S Agreements funded with federal or state assistance |
| § 216.301, F.S Appropriations; undisbursed balances |
| § 216.347, F.S Disbursement of grants and aids appropriations for lobbying prohibited |
| § 216.3475, F.S Maximum rate of payment for services funded under General Appropriations Act or |
| awarded on a noncompetitive basis |
| § 216.181(16), F.S Approved budgets for operations and fixed capital outlay |
| § 273.02, F.S Record and inventory of certain property |
| § 287.133, F.S Public entity crime; denial or revocation of the right to transact business with public entities |
| § 287.134, F.S Discrimination; denial or revocation of the right to transact business with public entities |
| § 287.135, F.S Prohibition against contracting with scrutinized companies |
| Chapter 443, F.S Reemployment Assistance |
| § 501.171, F.S Security of confidential personal information |
| Florida Administrative Code (F.A.C.) |
| Rule Chapter 691-5 - State Financial Assistance |
| Memoranda |
| CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing |
| Requirements |
| |

| State E911 Plan and E911 Board Statutes and Rules | |
|---|--|
| Florida Statutes | |
| Chapter 365, F.S Use of Telephones and Facsimile Machines | |
| Florida Administrative Code | |
| Rule Chapter 60FF-6 - State E911 Plan | |
| Rule Chapter 60FF1-5 - E911 Board | |

CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C.

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

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

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
- 2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
- 3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this

DFS-A2-CL Rev. 11/18 Rule 69I-5.006, F.A.C. Page -11-

agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

- 2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

 Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

- 2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
 - a. The Department at each of the following addresses:

Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper copies: The Department of Management Services E911 Board 4030 Esplanade Way Tallahassee FL. 32399

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

Auditor General Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

- 3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: 911 RURAL COUNTY GRANT PROGRAM

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title: Wireless 911 Emergency Telephone System Rural County Grant Program

Catalog of State Financial Assistance Number: 72.001

Amount: \$53,094.00

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. 23-04-05 between the Grantee and the Department, entered in State Fiscal Year 2022-2023.

DFS-A2-CL Rev. 11/18

Rule 69I-5.006, F.A.C.

PURCHASE ORDER

SUWANNEE COUNTY ADMINISTRATION DEPARTMENT

13150 80TH TERRACE • LIVE OAK, FL 32064 Phone (386) 364-3410 FAX (386) 362-1032

| P.O. | 24955 | |
|----------|---------------|--|
| DATE 4 | DATE REQUIRED | |
| TERMS | | |
| SHIP VIA | | |
| F.O.B. | | |

TAX EXEMPT NO. 85-8012971280C-3

| TO AK Associates | SHIP TO 911 Addressing |
|-------------------|------------------------|
| P.O. Box 2880 | |
| Concord, NH 03302 | |
| | |

| QTY. | OTY. UNIT DESCRIPTION | | | | INT |
|------|-----------------------|--|--|-----------|-----|
| 1 | | AK Elite Premier Maint. (5/3/23-5/2/24) | | 31,700 | 00 |
| 1 | | Solacom Guardian Support (9/20/23-9/19/24) | | 12,540 | œ |
| 1 | | MapFlex/MapSAG Support Naint. (6/1/23-5/31/24) | | 5,119 | 00 |
| 1 | | Eventide Recorder Support (6/1/23-5/31/24) | | 3,735 | 00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | L | | | | |
| | | TOTAL | | \$ 53,094 | 00 |

IMPORTANT

Above Order Number must appear on all correspondence, invoices, packages and shipping papers. Notify us immediately if you are unable to ship complete order by date specified. Your acceptance of this order is your warranty to us that you are complying with the U.S. Fair Labor Standards Act of 1938, as amended, and we reserve the right to refuse merchandise not in strict accordance with this order.

Please send _____ copies of your invoice.

AUTHORIZED SIGNATURE

10747-FL, 10748-FL INVOICE # 10749-FL, 10750-FL Charge to Account Number



AK Associates PO Box 2880 Concord, NH 03302 (603) 432-5755

Bill To:
Suwannee County, FL
Attn: Jennifer Payne
224 Pine Ave SW
Live Oak, FL 32064
United States

| 10747-FL |
|----------|
| |
| |

| Terms | Due Date | PO Number | Reference | |
|-------------------|----------------------|-----------|------------------|--|
| Net 30 days | 05/21/2023 | | AK Quote #: 1082 | |
| Dates of Support: | 5/3/23 through 5/2/2 | 4 | | |

| Managed Services Details | Quantity | Price | Amount |
|--|--|----------------------------|-------------|
| Agreement Suwannee County, FL - Elite Premier Maintenance | | | |
| AK Elite Premier Maintenance | 1.00 | \$31,700.00 | \$31,700.00 |
| | Total Man | naged Services Details: | \$31,700.00 |
| | Invoice S | Subtotal: | \$31,700.00 |
| | Sa | ales Tax: | \$0.00 |
| | Total Managed Services \$31,700.00 Details: Invoice Subtotal: \$31,700.00 Sales Tax: \$0.00 Invoice Total: \$31,700.00 Payments: \$0.00 | ce Total: | \$31,700.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | | | |
| | | Credits: | \$0.00 |
| | Balaı | nce Due: | \$31,700.00 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.







Bill To:
Suwannee County, FL
Attn: Jennifer Payne
224 Pine Ave SW
Live Oak, FL 32064
United States

| -FL |
|-----|
| |
| |

| Terms | Due Date | PO Number | Reference | |
|-------------|----------------------|-----------|------------------|--|
| Net 30 days | 05/21/2023 | | AK Quote #: 1090 | |
| | :: 9/20/23 through 9 | /19/24 | | |

| Products & Other Charges | Quantity | Price | Amount |
|--|-----------|----------------------------|-------------|
| Billable Products & Other Charges | | | |
| MT-SSGUARD-01: Position Software Support - Year 1 | 2.00 | \$1,300.00 | \$2,600.00 |
| SV-ARM_Guardian-1Y: Active Remote Monitoring / Pos - 1 Year | 6.00 | \$430.00 | \$2,580.00 |
| SV-AVMgr-1yr: AntiVirus Management/ Positions - 1 Year | 6.00 | \$150.00 | \$900.00 |
| SV-OS MGTPos-1Y: Position OS Patch Management 8 Months | 6.00 | \$210.00 | \$1,260.00 |
| MT-SSGUARD-01: Position Software Support - Year 1 | 4.00 | \$1,300.00 | \$5,200.00 |
| | Total Pro | oducts & Other Charges: | \$12,540.00 |
| | Invoice | Subtotal: | \$12,540.00 |
| | | Sales Tax: | \$0.00 |
| Make shocks neverble to AV Associates or Vyaus Associates Ins | Invo | ice Total: | \$12,540.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | P | ayments: | \$0.00 |
| | | Credits: | \$0.00 |
| | Bala | ance Due: | \$12,540.00 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.





AK Associates PO Box 2880 Concord, NH 03302 (603) 432-5755

Bill To:
Suwannee County, FL
Attn: Jennifer Payne
224 Pine Ave SW
Live Oak, FL 32064
United States

| Date | Invoice | (0) (S) |
|---------------|----------|---------|
| 04/21/2023 | 10749-FL | |
| Account | | |
| Suwannee Coun | ty, FL | |

| Terms | Due Date | PO Number | Reference | |
|-----------------|----------------------|-----------|------------------|--|
| Net 30 days | 05/21/2023 | | AK Quote #: 1095 | |
| Dates of Suppor | t: 6/1/23 through 5/ | 31/24 | | |

| Products & Other Charges | Quantity | Price | Amount |
|--|--------------------|---------------------------|------------|
| Billable Products & Other Charges | | | |
| MF-SRV-SUP: MapFlex Server Support and Maintenance | 1.00 | \$2,569.00 | \$2,569.00 |
| MF-DMS-REN5: MapFlex Client License Renewal (1-5 pos) - Year 2 | 4.00 | \$150.00 | \$600.00 |
| MS-SUP-SU: MapSAG Annual Support and Maintenance - Single User | 1.00 \$1,950.00 \$ | | \$1,950.00 |
| | Total Proc | ducts & Other Charges: | \$5,119.00 |
| | Invoice S | ubtotal: | \$5,119.00 |
| | Sales Tax: | | \$0.00 |
| | Invoi | Invoice Total: | |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Pa | Payments: | |
| | | Credits: | \$0.00 |
| | Balar | nce Due: | \$5,119.00 |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.





AK Associates PO Box 2880 Concord, NH 03302 (603) 432-5755

| Bill To: | |
|---|--|
| Suwannee County, FL Attn: Jennifer Payne 224 Pine Ave SW Live Oak, FL 32064 United States | |

| Date Invoice | |
|---------------|----------|
| 04/21/2023 | 10750-FL |
| Account | |
| Suwannee Coun | ty, FL |

| Terms | Due Date | PO Number | Reference | |
|------------------|----------------------|-----------|------------------|--|
| Net 30 days | 05/21/2023 | | AK Quote #: 1110 | |
| Dates of Support | t: 6/1/23 through 5/ | 31/24 | | |

| Products & Other Charges | Quantity | Price | Amount |
|---|--|------------|------------|
| Billable Products & Other Charges | | | |
| NA50250A: Gold Support - 24/7 Remote Service Agreement Including Enhanced HW Warranty & SMA | | | \$3,735.00 |
| | Total Products & Other Charges: | \$3,735.00 | |
| | Invoice St | ubtotal: | \$3,735.00 |
| | Sa | les Tax: | \$0.00 |
| A. I I I | Invoic | e Total: | \$3,735.00 |
| Make checks payable to AK Associates or Kraus Associates, Inc. | Pay | ments: | \$0.00 |
| | | Credits: | \$0.00 |
| | Invoice Subtotal: \$ Sales Tax: Invoice Total: \$ Fayments: Credits: | \$3,735.00 | |

Email bstankus@akassociates911.com for all billing inquiries.

Thank you for your continued business!

Our mailing address has changed! Please note the new address at the top of the invoice.



SUWANNEE COUNTY

Administration

Executive Summary

| Obi | ective: |
|-----|---------|
| | |

Approval of appointment to Suwannee County Development Authority Board.

Considerations:

One At Large appointment needs to be considered.

Mr. Wesley Wainwright has applied for the At Large position.

This appointment will complete the vacant and expired positions.

Recommendation:

Approval of At Large member.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: April 18, 2023

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Revisions to the Suwannee County Purchasing Policy

Considerations:

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

Modifications in spending limits are needed due to:

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

Budget Impact:

None

Recommendation:

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

Respectfully submitted,

Dated:

May 2, 2023

Greg Scott, County Administrator

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

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

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

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

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

The Suwannee County Purchasing Policy was revised as reflected in the attached Draft. The policy shall have full force and effect as of May 2, 2023.

DO ADD OF COLDIENT COMMISSIONEDS

PASSED, ADOPTED and APPROVED, this 2nd of May, 2023.

| | SUWANNEE COUNTY, FLORIDA |
|-----------------------------|----------------------------|
| (Seal) | ByFranklin White, Chairman |
| ATTEST: | |
| Barry Baker, Clerk of Court | |

SUWANNEE COUNTY PURCHASING POLICY

May 2, 2023

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Section 1 Definitions

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

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

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

Section 2 Constitutional Officers

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

Section 3 Conflict of Interest

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

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

Section 4 Adoption of Purchasing Policies

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

Section 5 Purpose

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

Section 6 Applicability

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

Section 7 Responsibility

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

Section 8 Purchase Orders

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

7. Services included in contracts

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

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

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

<u>Library</u> will be identified with department name, address, and PO number.

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

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

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

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

C. Issuance Of Purchase Orders

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

D. Routing Of Purchase Orders

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

E. Emergency Purchase Orders

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

Section 9 Payment Request

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

NON-BUDGETED:

| AMOUNT OF | AUTHORIZED | DEPARTMENT | COUNTY | |
|-----------------------|------------|------------|---------------|------|
| CONTRACT OR | SUPERVISOR | HEAD | ADMINISTRATOR | BOCC |
| EXPENDITURE | | | | |
| \$0 to \$500 \$1000 | X | | | |
| Above \$500 \$1000 to | | X | | |
| \$5,000 \$15,000 | | | | |
| Above \$5,000 | | | X | |
| \$15,000 to \$15,000 | | | | |
| \$35,000 | | | | |
| \$15,000 and Aabove | | A | | X |
| \$50,000 | | | | |

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

BUDGETED:

| CD CHILLI. | | The same of the sa | Total Control | |
|------------------------|--|--|--|-------------|
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- A. The Board of County Commissioners shall award all projects in excess of \$15,000 \$50,000. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.
- B. Invoices submitted to the Finance Department for payment shall include an authorized signature (See above table) and the appropriate account number.

Section 10 Informal Competitive Purchases with quotes

The Board of County Commissioners shall award all projects in excess of \$15,000 \$50,000. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.

A. Informal Competitive Purchases

The following describes the authority and approvals required for expenditures made by authorized county employees:

1. Up to \$500 \$1000

Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to \$500 \$1000 in value.

2. In excess of \$\frac{\$500}{500}\$ \$1000 to \$\frac{\$5000}{5000}\$ \$15,000

A purchase made by authorized supervisors and approved by the department head for an item or service in excess of \$500 \$1000, but no more than \$5,000 \$15,000 requires at least two (2) documented written quotations.

3. In excess of \$5,000 \$15,000 to \$15,000 \$35,000

A purchase made by Department Heads following approval by the County Administrator for an item or service in excess of \$5,000 \$15,000 but no more than \$15,000 \$35,000 requires at least three (3) documented written quotations unless any one of the following circumstances exists in which multiple quotes are not required:

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

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

Section 11 Formal Competitive Bidding

A. In excess of \$15,000 \$50,000

All purchases for equipment, commodities or services anticipated to exceed \$15,000 \$50,000 in cost shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Board of County Commissioners.

B. Competitive Bidding Process

The competitive bidding process shall be accomplished as follows:

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

7. Bid Bonds (when applicable)

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

8. All bids to be submitted by 4:00 p.m. on the due date to:

Cashier's Window Suwannee County Clerk of Court 200 South Ohio Avenue Live Oak, FL 32064

9. Bids will be date and time stamped by the Clerk's Office showing the time displayed on the clock in located at the cashier's window.

- 10. Bids shall be opened and read aloud at a scheduled public meeting on the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be duly noted as received by the Clerk of Court Office. The Clerk of Court office shall maintain all original bids. The Administration Office will maintain copies of all bids and bidding documents.
- 11. At bid opening, the only information that will be read aloud will be the name of the bidder, the amount of the bid.
- 12. Copies of bids and associated documents will be made available to the public upon request.
- 13. A Bid Review Committee to be appointed by the County Administrator and shall include County Administrator, Clerk of Court Representative, Human Resources Director, Department Representative and others at the discretion of the County Administrator.
- 14. 13. The Bid Review Committee County Administrator, Department Head, or designee(s) will review the bids assuring that all required documents are submitted as requested.
- 15. 14. All bid tabulations and recommendations will be forwarded to the Board of County Commissioners for consideration.
- 16. 15. The Board of County Commissioners may reject any and or all bids or negotiate with the low best lowest bidder when it is in the best interest of the county to do so. The Board may waive irregularities in any or all formal bids and reserves the right to request and obtain missing or additional information from bidders.
- 17. 16. Prior to contract agreement being sent out or submitted to the Board, the County Attorney will review the contract for accuracy and legality.
- 18. 17. The Contract Agreement will not become binding until signed by the Chairman of the Board, Clerk of Court and successful bidder.
- 19. 18. The Chairman of the Board when authorized by a majority vote of the Board of County Commissioners is authorized to execute contracts.

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

Section 12 Competitive Bidding Waived

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

- A. When, due to the nature of service or type of product required, there is no known competition in the market place.
- B. When the product is being procured directly from the manufacturer.
- C. When standardization is determined necessary.
- D. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- E. When purchases are made utilizing contracts or agreements made by other governmental agencies.
- F. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.
- G. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may, by separate resolution, authorize department to accept short-term bids quotes or negotiate with suppliers for the best pricing.
- H. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Head or his designee may ask the Board Chairman to waive the competitive bidding process. The Board Chairman may waive the competitive bidding process for purchases or contracted services up to \$25,000 \$75,000. The Board Chairman may authorize purchases or contracted services for \$25,000 \$75,000 or more when an emergency exists and report his/her actions at the next regular Board meeting.

Section 13 Tie Bids

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

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirement.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).
- E. Compliance with the provisions of Drug-Free Workplace Act.

Section 14 Award Considerations

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

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).

Section 15 Contract Requirements

A. Bid Bonds

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

B. Public Construction Bond (If applicable)

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

C. Attorneys-in-Fact

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

D. <u>Insurance Requirements</u>

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

E. Public Entity Crime Statement

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

F. E-Verify

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

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

- 1. all persons employed by the Vendor/Contractor during the term of the Contract who will to perform employment duties within Suwannee County, Florida; and
- 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.
- G. Vendor/Contractor shall provide a copy of IRS form W-9.
- H. A notice to proceed will be issued once the County Administrator is satisfied that all County requirements have been met.
- I. Copies of all contracts shall be provided to the Clerk of the Court, County Attorney and County Administrator.

Section 16 Change Orders

Change orders not exceeding \$5,000 may be authorized by the Department Head. All change orders in excess of \$5,000 \$10,000 must be reviewed by the County Administrator and approval authorized by the Board unless a delay is against the public interest in which case the Chairman shall authorize the work and report his action at the next Board meeting.

Section 17 Bid Protest Procedure

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

- A. The protest must be submitted within three (3) business days after posting of the bid tabulation on demandstar.com. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the County Administrator's office with the protest bond in the appropriate amount.
- B. Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the County Administrator's office at the time of filing, a protest bond payable to the Suwannee County Board of County Commissioners. This written request to convene a formal protest must be accompanied by a protest bond of an amount of equal to one percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (5,000.00). This bond shall be by a U.S Postal Service money order, certified cashiers or bank check payable to the Suwannee County Board of County Commissioners. Failure to post such bond shall result in the protest being dismissed by the County Administrator or his or her designee.
- C. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the County prevails, the bond shall be forfeited to the County. The entire amount of the bond also shall be forfeited if the County Administrator or his or her designee determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.
- D. Stay of bid during protest. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the County Administrator or his or her designee shall stay the award of the contract, unless the County Administrator, with the advice of the County Attorney, and after consultation with the affected department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.
- E. The County Administrator or his or her designee, shall have the authority to review and attempt to resolve the protest informally.
- F. If the protest has not been informally resolved by the County Administrator or his or her designee and the protestor wishes to pursue the protest, the protestor shall be required to request that a formal protest hearing be convened before a protest committee comprised of the County Administrator, the County Attorney, and the affected department director. This request shall be made in writing to the County Administrator or his or her designee within three (3) business day of issuance of the County Administrator's or his or her designee's

- determination. The protest hearing shall be held within ten (10) business days of the receipt of such request.
- G. The protest shall state the particular grounds on which it is based and may include such additional written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the protest.
- H. At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the Board of County Commissioners within fourteen (14) days after the hearing.
- I. After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the Board of County Commissioners. At this time, protestors shall be allowed to present evidence and testimony to the Board of County Commissioners. At the conclusion of such testimony by the parties involved, the board shall by majority vote accept or reject the decision and recommendation of the protest committee.
- J. The determination by the Board of County Commissioners shall be the final and conclusive decision by the County regarding a bid protest. Any appeal by a protestor shall be by certiorari to the Fifth Judicial Circuit Court.
- K. Prohibition of lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board of County Commissioners with respect to a pending award of a contract. Any bidder engaging in a protest to the Board as allowed under this section shall comply strictly with the requirements and restrictions of this section. The Board of County Commissioners may disqualify a bid, a proposal, or a protest in connection with a procurement matter where the County Commissioners or any representative of the Commission has been lobbied.

Section 18 Procurement Of Professional Services

- A. Procurement of professional architectural, engineering, landscape architectural, or land surveying and mapping services for projects estimated to be in excess of \$120,000 \$325,000 in construction costs or planning studies in excess of \$10,000 \$35,000 shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended from time to time.
- B. For all professional service contracts requiring Board approval, a committee, appointed by the County Administrator, shall recommend a firm and negotiated contract to the legislative body for approval following the RFQ procedure and associated scoring.

C. Appraisal, auditing and accounting, financial, outside legal and medical services shall be secured at the discretion of Board of County Commissioners in the best interest of Suwannee County.

Section 19 Accountability Of Tangible Assets

The procurement of items of \$2,500.00 \$5,000 or greater shall be considered a tangible asset. All tangible assets shall have a property card and identification number assigned to the item. A Report of Acquisition or Disposition of Property Form shall be filled out in its entirety, with a copy of the purchase invoice attached. The forms will be forwarded to Administration for the issuance of an identification number. The yellow copy will be returned to the department for their records and the property sticker shall be placed on the tangible asset.

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

Surplus property procedure:

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

(Revised: Resolution No. 2023-(), approved 5/2/2023)



Objective:

To authorize the Chairman to sign Addendum Number Two to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services.

Considerations:

The Board approved moving forward with the South County Parks maintenance on September 6, 2022.

The addendum was signed by the Branford Town Council at their regular meeting on April 11, 2023.

The Department took over the maintenance of the South County parks on October 1, 2022.

This addendum's purpose is to clarify the intent and purpose of County funding and maintenance for the specific purpose of assisting the Town in continuing to provide enhanced recreational services to both the Town and County residents.

This addendum is for a one-year trial period and will be re-evaluated during budget workshops for fiscal year 2023-24 and if desirable, a permanent agreement will be proposed.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to authorize the Chairman to sign Addendum Number Two to the Interlocal Agreement between Suwannee County and the Town of Branford for Recreational Services.

Dated: May 2, 2023

Respectfully submitted:

Jason Furry, CPRP Parks & Recreation Director

| Suwannee (| County | Agreement No. | ٠., | |
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ADDENDUM NUMBER TWO

TC

THE INTERLOCAL AGREEMENT BETWEEN SUWANNEE COUNTY AND THE TOWN OF BRANFORD FOR RECREATONAL SERVICES TO BE PROVIDED BY THE TOWN OF BRANFORD, FLORIDA, DATED JUNE 11, 2013

THIS ADDENDUM NUMBER TWO (herein as "Addendum Two") entered into and effective as of the 1st day of October, 2022, between Suwannee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the Town of Branford, Florida, a Florida municipal corporation, hereinafter referred to as the "Town" for the purpose of clarifying the intent and purpose County funding and maintenance for the specific purpose of assisting the Town in continuing to provide enhanced recreational services to both the Town and County residents.

WITNESSETH:

WHEREAS, in recognition of the many years of recreational activities and services provided by the Town to its residents and the residents of the County, and specifically residents of the south end of the County, and the many years of support for these activities provided by the County to the Town, the County and Town entered into an Interlocal Agreement on June 11, 2013 and first amended by that Addendum Number One on October 17th, 2017 (hereinafter the original Interlocal Agreement and Addendum Number One are referred to as the "Agreement"), for the purpose establishing a mechanism whereby the County will provide additional funding and continued support for the Town, and the Town became the lead facilitator for parks and recreational activities and services for the residents of the Town and the south end of the County with park and recreation service costs funded by both governmental entities; and

WHEREAS, the specific funding mechanism through which the County has funded a portion of the Town's cost of park and recreational activities and services was set forth in more detail in Attachment "A" to the Agreement; and

WHEREAS, the Town has six (6) designated parks, ballfields, and playground areas designated within its Code of Ordinances (Sec. 20-53), including Hatch Park,

Jenkins Park, and the Suwannee River Greenway at Branford (hereinafter the "Included Parks"), and Ivey Memorial Park, the Branford Springs area, and Oak Grove Memorial Cemetery (hereinafter the "Excluded Parks"); and

WHEREAS, both the County and Town recognize that in the past approximate ten years since the execution of the Agreement, circumstances have changed which require the Town to seek additional general maintenance and repair assistance from the County to preserve the character of some of the Town parks and to preserve the health safety and welfare of the citizenry; and

WHEREAS, the County is willing to undertake such additional general maintenance and repair responsibilities for the Included Parks, however, the parties agree that the existing funding mechanism set forth in Attachment "A" to the Agreement must be adjusted and modified to reflect a new funding mechanism whereby the County will be compensated by Town for the additional maintenance and repair activities going forward; and

WHEREAS, the County and the Town desire to continue to work together to provide and enhance park and recreational services for both Town and County residents and accordingly, by and through this Addendum Two, the parties desire to amend and modify the Agreement for a one year trial period during which the parties shall endeavor to reach a permanent maintenance, repair and funding arrangement for the park and recreation services for the Town and the south end of the County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. The Town shall remain the lead facilitator of and shall direct and administer all park and recreational activities and services in the Town for the benefit citizens of the Town and the south end of the County. However, the Town desires the assistance of the County for conduct of certain general maintenance and repair activities at the Included Parks.
- 2. The County will provide for all routine general maintenance and minor repairs of the grounds and facilities for the included Parks. The included Parks will remain Town parks and not become a part of the County Park system. Accordingly, the Town agrees to continue to maintain appropriate fire and casualty or public liability

insurance as it deems appropriate to protect its interest in all Town park facilities. In addition;

- A. The Town will provide all field equipment in their fleet for utilization by the County and which will be supplemented by the County.
- B. The County will immediately notify the Town of any non-routine maintenance issues requiring attention.
- C. The County shall not make nor be responsible for making any capital repairs or improvements to the Included Parks. The County may recommend capital repairs or improvements to the Town, but the Town, in its sole discretion, shall be the determiner of the necessity for capital improvements or repairs. Any capital improvements or repairs shall be contracted and paid for by the Town. Any failure of Town to make recommended capital repairs or improvements shall NOT be a default under the terms of the contract but may only be grounds for early termination by either party as per the Agreement.
- D. To this end, for fiscal year 2022-2023, the Parties agree that there is an immediate need for safety and youth sports related improvements to the named parks. Town and County have reviewed the recommended improvements and have concluded that a preliminary estimate of the cost of the recommended needed improvements is approximately \$70,000.00. The improvements will be funded out of the Town's South County fund reserves during fiscal year 2022-2023.
- 3. Town shall retain general maintenance and repair responsibilities for the Excluded Parks, and the County shall have no general maintenance and repair responsibilities therefore.
- 4. The County-Town funding mechanism set forth in Attachment "A" of the Agreement dated June 11, 2013, through which the County appropriates and transfers out to the Town certain supplemental funding shall be modified and replaced by the attached Attachment "A-2" which revises the annual transfer to the Town by County and further describes the mechanism by which County shall be compensated for the above described maintenance responsibilities.
- 5. The terms of this Second Amendment shall be effective for the parties' fiscal year 2022-2023, during which the parties agree shall endeavor to reach a

permanent maintenance, repair and funding arrangement for the park and recreation services for the Town and the south end of the County. If no agreement is reach by the end of the 2022-2023 fiscal year (September 30, 2023), the terms of this Addendum Two shall become null and void.

- 6. In a continued spirit of cooperation, the Town desires the assistance of the County and the County agrees to allow staff, upon appropriate request to County, to assist the Town in the application process for state or federal grants related to capital improvements of the Town's six (6) designated parks, ballfields, and playground areas designated within its Code of Ordinances (Sec. 20-53).
- 7. The terms and conditions of this Second Amendment amend and supersede any conflicting terms of the Agreement. All remaining provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, this Addendum Two has been signed by the authorized representatives of the Town and County on the dates indicated and shall be effective nunc pro tunc to October 1, 2022.

BOARD OF COUNTY COMMISSIONERS

| | Of SUWANNEE COUNTY, FLORIDA |
|-------------|-----------------------------|
| | |
| Date: | By: |
| | CHAIRMAN |
| ATTEST: | |
| | |
| CLERK | |

[Remainder of this page intentionally blank. Additional signatures to follow.]

TOWN OF BRANFORD

By:__

111 1427

By:

TOWN COUNCIL PRESIDE

ATTEST:

TOWN CLERK

ATTACHMENT "A-2"

The Town and the County agree that County shall fund a portion of the Town's costs of park and recreational activities and services, as outlined in this exhibit.

Funding Formula:

The parties acknowledge that the County currently appropriates and "transfers out" to Town an amount equal to Twenty percent (20%) of the amount appropriated and transferred out to the County Recreation Department. (Referenced in-house as the "South County Recreation funds")

By way of example, see the explanation below:

County annually creates a budget for parks and recreational activity. This budget is created utilizing anticipated revenue numbers that will be generated by the parks and activities themselves and the anticipated expenses associated with the same. Based upon the anticipated revenues and expenses, the County then makes an appropriation and "transfer out" of the County General Fund for "Recreation" to cover the anticipated expenses not covered by the anticipated revenue numbers.

By further way of example, utilizing the process above, the County makes an appropriation and transfer out of \$100,000.00 for Recreation. The County will make an appropriation of 20% of that number or \$20,000.00 to Town. ("South County Recreation funds")

This current funding formula shall be revised for fiscal year 2022-2023 as follows:

For fiscal year 2022-2023, the County has continued to calculate the amount to be appropriated and transferred out to the County Recreation Department in the same manner explained above. The County also has continued to calculate the amount equal to 20% of those funds and have designated them internally as South County Recreation funds. Of those designated South County funds, for Fiscal year 2022-2023, the County will appropriate and "transfer out" to Town an amount equal to Seventy Thousand and No/100 Dollars (\$70,000.000). County may disburse the funds in a lump sum or in monthly installments as the needs of the County dictate.

The remaining South County Recreation funds will be used by County Recreation Department to provide the maintenance and repair services described in the body of the Second Amendment.

Administration

Executive Summary

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Authorization to advertise for Request for Proposals for litter pick-up.

Considerations:

Currently, inmate crews and Public Works employees work on Fridays to remove litter from county roads.

If the current practice does not work, we want to be prepared to advertise a Request for Proposals to complete this.

Recommendation:

Authorize staff to advertise a Request for Proposals for litter pick-up.

Respectfully submitted, Dated: May 2, 2023

Greg Scott, County Administrator

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Administration

Executive Summary

Objective:

Authorization to advertise a Request for Proposals for clearing, grubbing, and underbrushing.

Considerations:

The county owns property that could be used for economic development.

If the county contracted with such a company, there would be the possibility of no delay in presenting the proposed property to potential developers.

Recommendation:

Authorize staff to advertise a Request for Proposals for clearing, grubbing, and underbrushing.

Respectfully submitted,

County Administrator

Dated:May 2, 2023 Greg Scott,

Administration

Executive Summary

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Authorization to advertise for Request for Qualifications Engineering services.

Considerations:

The county currently has a continuing services contract with two (2) engineering firms.

The current service is provided well.

The county needs more options due to the continued development within the county.

Recommendation:

Authorize staff to advertise for Request for Qualifications Engineering services.

Respectfully submitted,

Dated:

May 2, 2023

Administration

Executive Summary

| Objective |
|-----------|
|-----------|

Authorization to advertise a Request for Qualifications Architecture services.

Considerations:

Currently, the county does not have a continuing services contract with an architect.

Due to the continued growth and development within the county, it would be beneficial to contract for such services.

The architect would assist in expediting projects.

Recommendation:

Authorize staff to advertise a Request for Qualifications for Architecture services.

Respectfully submitted, Dated: May 2, 2023

Administration

Executive Summary

Objective:

Authorization to advertise a Request for Qualifications for Construction Engineering Inspection services.

Considerations:

The county currently has one qualified employee and one continuing services contract with an engineering firm to provide construction engineering services.

Due to the increase in development, it would be beneficial for the county to have multiple qualified individuals to provide such services to prevent project delays.

Recommendation:

Authorize staff to advertise a Request for Qualifications for Construction Engineering Inspection services.

Respectfully submitted, Dated: May 2, 2023

Administration

Executive Summary

Objective:

Authorization to advertise a Request for Qualifications for a Master Plan Study for Catalyst Industrial Park.

Considerations:

The Economic Development Department is pursuing several business opportunities requiring infrastructure services in the County CIP and surrounding area.

The infrastructure-related services for the overlapping opportunities press the need to implement the services in support of finalizing the business development prospects.

No master planning effort has been completed for the CIP that manages the growth, expansion, or addition of new infrastructure services.

Recommendation:

Authorize staff to advertise a Request for Qualifications for a Master Plan Study for Catalyst Industrial Park.

Respectfully submitted,

Dated:

May 2, 2023

Administration

Executive Summary

Objective:

Authorize County Administrator to award bid for the replacement of the six (6) motor graders that are nearing the end of their lease.

Considerations:

The six (6) CAT120 motor graders from Ring Power the Road Department currently uses are under lease, which will expire on 11/22/23. There were two respondants for the RFP solicitation that opened on 4/18/23, each of which provide numbers for heavy and light pieces. Please see the accompanying documents for the price breakdowns from Ring Power Corporation and Beard Equipment Company. Once award is made, lease costs will be added to FY 2023-24 budget.

Recommendation:

Respectfully request approval to move forward to award bid for six (6) CAT120 motor graders from Ring Power based upon numbers from RFP 2023-08 Motor Graders.

Respectfully submitted,

Greg Scott,

County Administrator

| Vendor | Make/Medel | Quantity Per | | Per Unit Pu | rchase Price | Per Unit Annual Lease Cost | | Total Purchase | Total Annual | Finance Rate |
|----------------|---------------|--------------|--------|----------------|---------------|----------------------------|--------------|------------------|---------------|---------------|
| | Make/Model | Smaller | Larger | Smaller | Larger | Smaller | Larger | Price | Lease Cost | rillance Nate |
| Beard/Deere | 2022/23 620G | 6 | | \$ 274,600.00 | | \$ 67,729.38 | | \$ 1,647,600.00 | \$ 406,376.28 | 5.45% |
| Beard/Deere | 2022/23 670G | | 6 | | \$ 309,400.00 | | \$ 73,855.35 | \$ 1,856,400.00 | \$ 443,132.10 | 5.45% |
| | | | | | | | | \$ 3,504,000.00 | \$ 849,508.38 | |
| | | | | Special | | | | | | |
| | 2022/120LVR | 6 | | \$ 277,801.00 | | \$ 59,384.00 | | \$ 1,666,806.00 | \$ 356,304.00 | 4.99% |
| Ring Power/CAT | 2022, 2202111 | | | | ¢ 202 422 00 | | \$ 66,960.49 | \$ 1,694,592.00 | \$ 401,762.94 | 4.99% |
| Ring Power/CAT | 2022/140GC | | 6 | | \$ 282,432.00 | | φ 00,500.15 | Ψ 1,00 1,00 1.00 | \$ 401,702.54 | |

RFP SUMMARY (MUST PRECEDE ALL RFQ DOCUMENTS)

Jay Lusk, Ring Power Corporation

RESPONDER NAME

500 World Commerce Parkway St. Augustine, FL 32092

ADDRESS

jay.lusk@ringpower.com / (904)494-1138

EMAIL ADDRESS AND PHONE NUMBER

RFP NUMBER:

2023-08

DESCRIPTION OF PROJECT:

Motor Graders Acquisition

DATE & TIME OF RFP OPENING:

April 18, 2023, at 10:00 a.m. or soon thereafter

LOCATION FOR RFQ OPENING:

Suwannee County Judicial Annex

218 Parshley Street SW Live Oak, FL 32064

Ring Power Corporation

RESPONDER COMPANY NAME (PRINT OR TYPE)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Jay Lusk, VP/Asst. Governmental Sales Manager

AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE)

04/06/2023

DATE COMPLETED

IMPORTANT:

THIS RFP SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL RESPONDER DOCUMENTS

RFP NO 2023-08 Six (6) MOTOR GRADERS

Pricing Sheet

| Six (6) Units per Equipment Specifications Section 1 | |
|---|-----------------|
| Company Name: Ring Power Corporation | |
| Manufacturer Name: Caterpillar | |
| Current Year & Model 2023 120 | |
| Purchase price for single unit as specified | \$ 277,801 |
| Purchase price for six (6) units as specified | \$ 1,666,806 |
| Total annual lease payment for single unit as specified | \$ 59,384 |
| Total annual lease payment for six (6) units as specified | \$ 356,304 |
| Finance rate for 2-year lease | 4.99% |

| Company Name: Ring Power Corporation | |
|---|------------------|
| Manufacturer Name: Caterpillar | |
| Current Year & Model 2023 140GC | |
| Purchase price for single unit as specified | \$ 282,432 |
| Purchase price for six (6) units as specified | \$ 1,694,592 |
| Total annual lease payment for single unit as specified | \$ 66,960.49 |
| Total annual lease payment for six (6) units as specified | \$ 401,762.94 |
| Finance rate for 2-year lease | 4.99% |

RFP SUMMARY (MUST PRECEDE ALL RFQ DOCUMENTS)

| Beard Equipment Co. RESPONDER NAME | | | | | |
|--|--|--|--|--|--|
| RESPONDER NAME | | | | | |
| 2578 SE Beyon Dr. Larke City, FL 32025 ADDRESS | | | | | |
| | ADDRESS | | | | |
| Scarter @ beardequipment com 904-769-9220 | | | | | |
| EMAIL ADD | RESS AND PHONE NUMBER | | | | |
| | | | | | |
| RFP NUMBER: | 2023-08 | | | | |
| DESCRIPTION OF PROJECT: | Motor Graders Acquisition | | | | |
| DATE & TIME OF RFP OPENING: | April 18, 2023, at 10:00 a.m. or soon thereafter | | | | |
| LOCATION FOR RFQ OPENING: Suwannee County Judicial Annex 218 Parshley Street SW Live Oak, FL 32064 | | | | | |
| Beard Equipmen | + Co. | | | | |
| RESPONDER COMPANY NAME (PRINT OR TYPE) | | | | | |
| SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE | | | | | |
| James Sadfield | | | | | |
| AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE) | | | | | |
| PATE COMPLETED | | | | | |
| DATE COMPLETED | | | | | |

IMPORTANT:

THIS RFP SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL RESPONDER DOCUMENTS

RFP NO 2023-08 Six (6) MOTOR GRADERS

Pricing Sheet

| Six (6) Units per Equipment | Specifications Section 1 | |
|-----------------------------|-------------------------------------|-------------------------------------|
| Company Name: | Beard Equipme | nt (o. |
| Manufacturer Name: | John Deere | |
| Current Year & Model | 2023 00 2024 | 620G |
| Purchase price for | r single unit as specified | \$ 274,600.00 |
| Purchase price for | six (6) units as specified | 4 1,647,600.00 |
| Total annual lease pa | nyment for single unit as specified | \$67,729.38 in righting terese port |
| Total annual lease pay | ment for six (6) units as specified | \$ 405,508.29 n colvence |
| Fina | nce rate for 2-year lease | 5.45 % |

| Six (6) Units per Equipment Specifications Section 2 | |
|---|-----------------------------------|
| Company Name: Beard Equipm | ent Co. |
| Manufacturer Name: John Deere | |
| Current Year & Model 2023 or 202 | 4 670 G |
| Purchase price for single unit as specified | \$ 309,400.00 |
| Purchase price for six (6) units as specified | \$1,856,400.00 |
| Total annual lease payment for single unit as specified | \$ 73,855.35 in advance kase port |
| Total annual lease payment for six (6) units as specified | \$ 442,264.12 , nahane |
| Finance rate for 2-year lease | 5.45% |

Administration

Executive Summary

Objective:

Declare the below listed (7) parcels as surplus and authorize staff to add them to the list designated for auction.

Considerations:

The seven (7) listed properties below be approved as surplus properties and adopt the statutory process for the sale of the proposed five subject properties.

| | Parcel ID | Suwannee Co. Property Appraiser Land Market Value |
|----|-------------------------|---|
| 1. | 04-01S-12E-09473-100130 | \$ 3,500 |
| 2. | 04-01S-12E-09473-100290 | \$ 7,000 |
| 3. | 04-01S-12E-09474-170010 | \$ 14,000 |
| 4. | 04-01S-12E-09474-170060 | \$ 10,500 |
| 5. | 04-01S-12E-09475-170330 | \$ 14,000 |
| 6. | 08-03S-11E-11383-020050 | \$ 600 |
| 7. | 12-04S-12E-10601-004000 | \$ 8,022 |

A review by other county departments has been done, and it has been determined that they also find the subject properties to serve no beneficial use to the county.

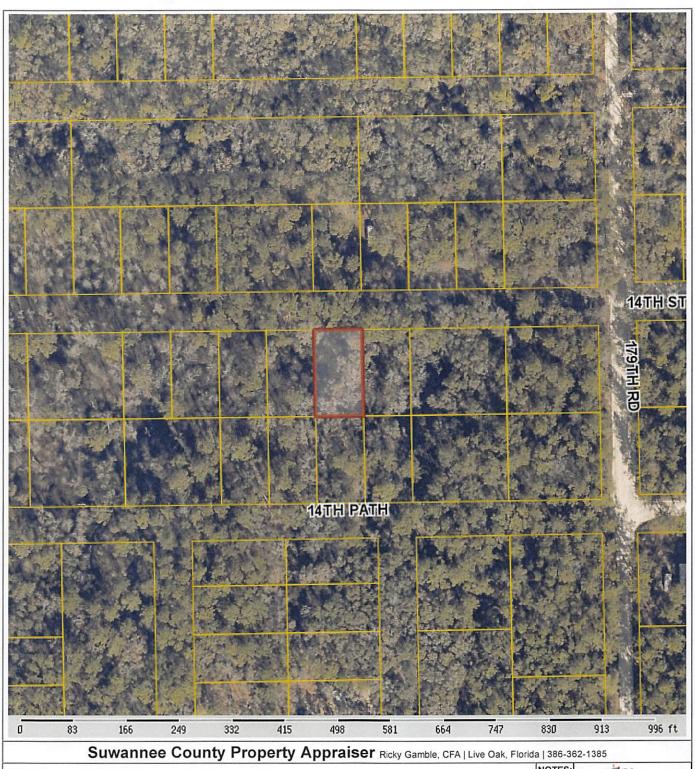
The Clerk's Office will be assisting with the coordination and process of the auction.

Recommendation:

Upon Board approval, properties will be added to the surplus auction list to be set for auction at a later pre-determined date.

Respectfully submitted,

| Account No. 04-01S-12E-09473-100130 | Record No. 18 |
|-------------------------------------|--------------------------|
| ✓ Parcel Details | ✓ Property Card |
| ✓ Current Tax Year Bill | |
| Deed Recorded | |
| Escheatment Deed | Quitclaim Deed |
| ✓ Tax Deed | Warranty Deed |
| County Utiliz | zation |
| Civic Facility | County Facility Building |
| Fire Rescue | Parks & Recreation |
| Solid Waste | Other: |
| NOTES: | |



NOTES PARCEL: 04-01S-12E-09473-100130 (exmpt: 85) | COUNTY (8600) | LEG LOT 13 BLK 10 UNIT 3 SUWANNEE RIVER PARK EST ORB 1054 P 237 TD YR 04 SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS 2023 Working Values Owner: 224 PINE AVENUE Mkt Lnd \$3,500 Appraised LIVE OAK, FL 32064 Ag Lnd \$0 Assessed \$1,997 Site: Bldg \$0 Exempt \$3,500 Sales 10/1/2003 **XFOB** \$0 Total Info Taxable Just Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, 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

KENNETH DASHER CLERK CO:SUWANNEE ST:FL

TAX DEED

FILED AND RECORDED DATE 11/07/2003 TM 02:40

FL# 311123898 B1054 P 237 REC NO. 01331190618

Tax Deed Number: 964 Certificate No. 1993-01234 State of Florida County of Suwannee

Whereas, the following Tax Sale Certificate numbered 1993-01234, issued on May 28, 1993 as filed in the office of the tax collector of this county and application made for the issuance of tax deed number 964, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described a required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published a required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 5/8/96 offered for sale as required by law for cash to the highest bidder.

Whereas, there were no bidders at the aforesaid public sale, and pursuant to Florida Statute 197.502 (7), subject property described herein was entered on the "List of Lands Available for Taxes" in Suwannee County, Florida. Due notice of the availability of the subject property for purchase from the Lands Available List was given according to law.

Whereas, seven years has passed from the date this property was offered at public sale, and the said property remains unpurchased. Accordingly, Florida Statute 197.502 (8) and Florida Administrative Code Rule 12D-13.064 require the aforesaid property to escheat to Suwannee County, and further direct the Clerk of Court to execute a tax deed vesting title in the Suwannee County Board of County Commissioners.

Assessed Party (s): Virgil Johnson

Legal Description: 09473100130 04-01S-12E LEG LOT 13 BLK 10 UNIT 3 SUWANNEE RIVER PARK EST ORB 93 P 159 ORB 217 P 180. SUBJECT TO 1996 TAXES AND SUBSEQUENT YEARS.

KENNETH DASHER

Clerk of the Circuit Court Suwannee County, Florid

By: Quo 1994

Deputy Clerk

Print or type name of witness

Print or type name of witness

State of Florida

County of Suwannee

On this 23 day of October, 2003, before me personally appeared Carol A Hingson, Deputy, Clerk, in and for the State of this County, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act an other of the county of the cou

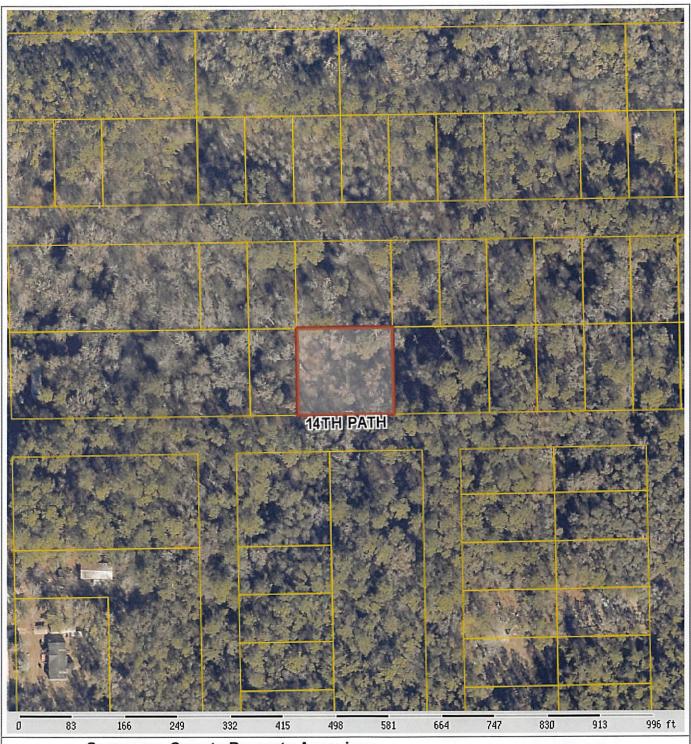
Documentary Stamp S
Intangible Tax \$
Date Paid 11-7

the use and purposes therein mentioned.

Print or type name of deputy cled

PLOUP ESTA

| Account No. 04-01S-12E-09473-100290 | Record No. 19 |
|-------------------------------------|--------------------------|
| ✓ Parcel Details | ✓ Property Card |
| ✓ Current Tax Year Bill | |
| Deed Recorded | |
| Escheatment Deed | Quitclaim Deed |
| ✓ Tax Deed | Warranty Deed |
| County Utiliz | zation |
| Civic Facility | County Facility Building |
| Fire Rescue | Parks & Recreation |
| Solid Waste | Other: |
| NOTES: | |
| | |
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| | |



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

NOTES: PARCEL: 04-01S-12E-09473-100290 (exmpt: 85) | COUNTY (8600) | LEG LOTS 29 & 30 BLK 10 SUWR RK EST UNIT 3 ORB 881 P 123 WD YR 2002 **BOARD OF COUNTY COMMISSIONERS** 2023 Working Values Owner: 224 PINE AVENUE Mkt Lnd \$7,000 Appraised LIVE OAK, FL 32064 Ag Lnd Assessed \$3,993 Site: Bldg Exempt \$7,000 \$0 Sales 8/1/2001 **XFOB** \$0 Total Info Taxable Just Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, 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

108092366 B 881 NO. 01122565722

09:27

*RECORDED

KENNETH DASHER CO:SUWANNEE ST

TAX DEED

Tax Deed Number: 735 CERTIFICATE No. 1990-01175 State of Florida County of Suwannee

Whereas, the following Tax Sale Certificate numbered 1990-01175, issued on May 31, 1990 as filed in the office of the tax collector of this County and application made for the issuance of tax deed number 735, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the MAY 12, 1993 offered for sale as required by law for cash to the highest bidder.

Whereas, there were no bidders at the aforesaid public sale, and pursuant to Florida Statute 197.502 (7), subject property described herein was entered on the "List of Lands Available for Taxes" in Suwannee County, Florida. Due notice of the availability of the subject property for purchase from the Lands Available List was given according to law.

Whereas, seven years has passed form the date this property was offered at public sale, and the said property remains unpurchased. Accordingly, Florida Statute 197.502 (8) and Florida Administrative Code Rule 12D-13.064 require the aforesaid property to excheat to Suwannee County, and further direct the Clerk of Court to execute a tax deed vesting title in the Board of County Commissioners.

Legai Description: 09473-100290 04-015-12E LOTS 29 & 30 BLK 10 SUW R PK EST UNIT 3 ORB 131 P 761. SUBJECT TO 1992 TAXES AND SUBSEQUENT YEARS

Montorte Manforte Print or type name of witness

KENNETH DASHER Clerk Of Circuit Court Suwannee County, Florida

Print or type name of witness

State of Florida County of Suwannee

On this 8 day of Area, 2001, before me personally appeared Carol A Hingspin.
Deputy Clerk of the Circuit Court, if and for the State and this County, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own treat act and dood for the use and purposes therein Mattie Law

1 : Hatte Law SWORN TO AND SUBSCRIBED REPORE ME | Print of type name of deputy clerk)
THIS LALOL DAY OF LALVE AND CLERK OF CIRCUIT COURT
SUWANNEE COUNTY, FT.

1 of 1

| Account No. 04-01S-12E-09474-170010 | Record No. 20 |
|-------------------------------------|--------------------------|
| ✓ Parcel Details | ✓ Property Card |
| ✓ Current Tax Year Bill | |
| Deed Recorded | |
| Scheatment Deed | Quitclaim Deed |
| Tax Deed | Warranty Deed |
| County Utili | zation |
| Civic Facility | County Facility Building |
| Fire Rescue | Parks & Recreation |
| Solid Waste | Other: |
| NOTES: | |
| | |



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

PARCEL: 04-01S-12E-09474-170010 (exmpt: 85) | COUNTY (8600) | LEG LOTS 1 2 3 4 BLK 17 SUW. R. PK EST UNIT 3 ORB 1589 P 326 TAX DEED YR 2011 ORB 2115 P 290 ESCHEATMENT TAX DEED YR 2020

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS 2023 Working Values Owner: 13150 80TH TER Mkt Lnd \$14,000 Appraised LIVE OAK, FL 32060 Ag Lnd \$0 Assessed \$7,986 Site: Bldg \$0 Exempt \$14,000 5/1/2019 \$100 Sales **XFOB** \$0 Total 5/1/2010 \$1,700 V (U) Info 3/1/1994 V (U) \$500 Taxable Just



NOTES:

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Barry A. Baker Clerk, Suwannee County Clerk of the Circuit Court File# 2019214549 OR:2115 PG:290 Rec:5/3/2019 8:29 AM Pages/s 1 of 1 TD Doc. D S0.70

Tax Deed/Certificate Number: 2751/2010-2357

Property Identification Number: 09474170010

DR-506E

Escheatment Tax Deed

State of Florida

County of Suwannee

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute.

Now, on this 6th day of May, 2019, the undersigned Clerk conveys to Suwannee County through its Board of County Commissioners, whose address is: 13150 80th Terr., Live Oak, FL 32060

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in <u>Suwannee</u> County, Florida:

Name Assessed: VERDNA V LLC
Legal Description:

09474170010 04-01S-12E LEG LOTS 1 2 3 4 BLK 17 SUW. R. PK EST UNIT 3 ORB 484 P 426 WD YR 95

Williess.

Print Name:

Gwen Deas

Barry A Baker Clerk of the Circuit Court

State of Florida

County of Suwannee

On May 6, 2019, before me, a Notary Public, personally appeared Tracy K. Baldwin , Deputy Clerk of the Circuit Court, in and for the State of Florida and this county, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of his/her own free act and deed for the use and purpose therein mentioned.

Witness my hand and seal date aforesaid

Notary Public, State of FL

Prepared by: Tracy K. Baldwin, Deputy Clerk/200 S Ohio Av

| Record No. 21 |
|--------------------------|
| ✓ Property Card |
| |
| |
| Quitclaim Deed |
| Warranty Deed |
| ation |
| County Facility Building |
| Parks & Recreation |
| Other: |
| |
| |



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

PARCEL: 04-01S-12E-09474-170060 (exmpt: 85) | COUNTY (8600) |

LEG LOTS 6-7 & 8 BLK 17 SUW RIVER PARK EST UNIT 3 ORB 881 P 414 TD YR 02 ORB 1107 P 345 WD YR 05 ORB 1151 P 315 SWD YR 05

\$3,000

ORB 2115 P 277 ESCHEATMENT T

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS 2023 Working Values Mkt Lnd \$10,500 Appraised Ag Lnd Assessed \$5,989 Bldg Exempt \$10,500 \$0

XFOB

\$0

Total

Info 6/1/2004 \$1,100 V (Q) Taxable Just The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, 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

Owner: 13150 80TH TER

Site:

Sales

LIVE OAK, FL 32060

5/1/2019

12/1/2004

Barry A. Baker Clerk, Suwannee County Clerk of the Circuit Court File# 2019214536 OR:2115 PG:277 Rec:5/3/2019 8:06 AM Pages/s 1 of 1 TD Doc. D S0.70

Tax Deed/Certificate Number: 2752/2010-2358

Property Identification Number: 09474170060

DR-506E

Escheatment Tax Deed

State of Florida

County of Suwannee

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute.

Now, on this 6th day of May, 2019, the undersigned Clerk conveys to Suwannee County through its Board of County Commissioners, whose address is: 13150 80th Terr., Live Oak, FL 32060

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in <u>Suwannee</u> County, Florida:

Name Assessed: <u>GLENWORTH & EVELYN WALKER</u>

Legal Description:

09474170060 04-01S-12E LEG LOTS 6-7 & 8 BLK 17 SUW RIVER PARK EST UNIT 3 ORB 881 P 414 TD YR 02 ORB 1107 P 345 WD YR 05 ORB 1151 P 315 SWD YR 05

Barry

Witness:

Print Name: Aug Deas

.

State of Florida

County of Suwannee

On May 6, 2019, before me, a Notary Public, personally appeared Tracy K. Baldwin, Deputy Clerk of the Circuit Court, in and for the State of Florida and this county, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of his/her own free act and deed for the use and purpose therein mention of the use and purpose the use and purpose therein mention of the use and purpose the use and purpose the use and the use and

Witness my hand and seal date aforesaid.

Notary Public, State of FL

Circuit Court

Prepared by: Tracy K. Baldwin, Deputy Clerk/200 S Ohio A

| Record No. 22 |
|--------------------------|
| ✓ Property Card |
| |
| |
| Quitclaim Deed |
| Warranty Deed |
| ation |
| County Facility Building |
| Parks & Recreation |
| Other: |
| |
| |



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

PARCEL: 04-01S-12E-09475-170330 (exmpt: 85) | COUNTY (8600) |

LEG LOTS 33 34 35 & 36 BLK 17 SUWR PK EST UNIT 3 ORB 1589 P 335 TD YR 2011 ORB 2115 P 293 ESCHEATMENT TAX DEED YR 2020

| SUV | VANNEE COUNTY BOAR | D OF COUNTY COM | IMISSIONERS | 202 | 23 Worl | king Values | |
|---------|------------------------------|-----------------|-------------|-------------|---------|-------------|----------|
| | 50 80TH TER OAK, FL 32060 | | | Mkt Lnd \$1 | 4,000 | Appraised | |
| Site: . | OAK, 1 L 32000 | | | Ag Lnd | \$0 | Assessed | \$7,986 |
| Sales | 5/1/2019 | \$100 | V (U) | Bldg | \$0 | Exempt : | \$14,000 |
| Info | 5/1/2010 | \$1,700 | V (U) | XFOB | \$0 | Total | \$0 |
| 1110 | 3/1/1994 | \$500 | V (U) | Just | | Taxable | |

Suwannee County, FL

NOTES:

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GrizzlyLogic.com

Barry A. Baker Clerk, Suwannee County Clerk of the Circuit Court File# 2019214552 OR:2115 PG:293 Rec:5/3/2019 8:29 AM Pages/s 1 of 1 TD Doc. D S0.70

| Tax Deed/Certificate Number: 2753/2010-2361 DR-506E |
|--|
| Property Identification Number: 09475170330 |
| Escheatment Tax Deed |
| |
| |
| State of Florida |
| County of Suwannee |
| This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed from the day the subject land was offered for public sale and placed on the list of "lands available for taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute. |
| Now, on this 6 th day of May, 2019, the undersigned Clerk conveys to Suwannee County through its Board of County Commissioners, whose address is: 13150 80 th Terr., Live Oak, FL 32060 |
| Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situate in <u>Suwannee</u> County, Florida: |
| Name Assessed: VERDNA V LLC Legal Description: 09475170330 04-01S-12E LEG LOTS 33 34 35 & 36 BLK 17 SUW R PK EST UNIT 3 ORB 484 P 426 WD YR 95 |
| Witness: Print Name: Print Name: Gwen Deas Barry A Baker/Clerk of the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Suwannee Gount Touth Tracy is Balewin to the Circuit Court Tracy i |
| State of Florida County of Sympanso |
| County of Suwannee |
| On May 6, 2019, before me, a Notary Public, personally appeared Tracy K. Baldwin, Deputy Clerk of the Circuit Court, in and for the State of Florida and this county, who is known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be of his/her own free act and deed for the use and purpose thereby mentioned. Witness my hand and seal date aforesaid. Witness my hand and seal date aforesaid. |
| Prepared by: Tracy K. Baldwin, Deputy Clerk/200 S Ohio Ave. 178 Oak, 188 32064 |

| Account No. 08-03S-11E-11383-020050 | Record No. 33 |
|-------------------------------------|--------------------------|
| ✓ Parcel Details | ✓ Property Card |
| ✓ Current Tax Year Bill | |
| Deed Recorded | |
| Escheatment Deed | Quitclaim Deed |
| ✓ Tax Deed | Warranty Deed |
| County Utiliz | zation |
| Civic Facility | County Facility Building |
| Fire Rescue | Parks & Recreation |
| Solid Waste | Other: |
| NOTES: | |
| TOTES. | |
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Suwannee County Property Appraiser Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

NOTES: PARCEL: 08-03S-11E-11383-020050 (exmpt: 85) | COUNTY (8600) | LEG LOT 5 BLK 2 DOWLING GARDENS ORB 1054 P 217 TD YR 04 SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS 2023 Working Values Owner: 224 PINE AVENUE Mkt Lnd \$600 Appraised LIVE OAK, FL 32064 \$600 Ag Lnd \$0 Assessed Site: Bldg Exempt \$600 Sales 10/1/2003 \$100 V (Q) XFOB Total Info \$0 Taxable Just Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, 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

TAX DEED

Tax Deed Number: 901 Certificate No. 1991-01911 State of Florida County of Suwannee

Whereas, the following Tax Sale Certificate numbered 1991-01911, issued on May 31, 1991 as filed in the office of the tax collector of this county and application made for the issuance of tax deed number 901, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described a required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published a required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 9/28/94 offered for sale as required by law for cash to the highest bidder.

Whereas, there were no bidders at the aforesaid public sale, and pursuant to Florida Statute 197.502 (7), subject property described herein was entered on the "List of Lands Available for Taxes" in Suwannee County, Florida. Due notice of the availability of the subject property for purchase from the Lands Available List was given according to law.

Whereas, seven years has passed from the date this property was offered at public sale, and the said property remains unpurchased. Accordingly, Florida Statute 197.502 (8) and Florida Administrative Code Rule 12D-13.064 require the aforesaid property to escheat to Suwannee County, and further direct the Clerk of Court to execute a tax deed vesting title in the Suwannee County Board of County Commissioners.

Assessed Party (s): Church of God Trustees Legal Description: 11383020050 08-03-11 LEG LOT 5 BLK 2 DOWLING GARDENS ORB 99 P 760 ORB 136 P 69. SUBJECT TO 1993 TAXES AND SUBSEQUENT YEARS.

APIPP

State of Florida County of Suwannee

On this 3rd day of October, 2003, before me personally appeared Carol A Hingson P Clerk, in and for the State of this County, known to me to be the person described in, and who foregoing instrument, and acknowledged the execution of this instrument to be his own free act to A MARKETAN

Intangible Tax 5

the use and purposes therein mentioned.

KENNETH DASHER CLERK CO: SUWANNEE ST:FL

FILED AND RECORDED DATE 11/07/2003 TM 02:22

FL# 311123879 Bl054 P 217 REC NO. 01331190612

Carver type name of deputy clerk

KENNETH DASHER Clerk of the Circuit Court Suwannee County, Florida

Carol A

By:

| Account No. 12-04S-12E-10601-004000 | Record No. 47 |
|-------------------------------------|--------------------------|
| Parcel Details | ✓ Property Card |
| Current Tax Year Bill | |
| Deed Recorded | |
| Escheatment Deed | Quitclaim Deed |
| ✓ Tax Deed | Warranty Deed |
| County Utiliz | zation |
| Civic Facility | County Facility Building |
| Fire Rescue | Parks & Recreation |
| Solid Waste | Other: |
| NOTES: | |



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

PARCEL: 12-04S-12E-10601-004000 (exmpt: 85) | COUNTY (8600) | 1.91 AC LEG 1.91 ACRES COMM AT THE NE COR OF NE1/4 OF NW1/4 RUN W 535.84 FT FOR POB CON W 124.16 FT S 465.65 FT E 124.16 FT N 465.78 FT TO POB ORB 1054 P 226

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS 2023 Working Values Owner: 224 PINE AVENUE Mkt Lnd \$8,022 Appraised LIVE OAK, FL 32064 Ag Lnd Assessed \$8,022 Site: Bldg \$0 Exempt \$8,022 Sales 11/1/2003 **XFOB** \$0 Total Info Taxable Just



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GrizzlyLogic.com

Tax Deed Number: 894 Certificate No. 1991-01769 State of Florida County of Suwannee

Whereas, the following Tax Sale Certificate numbered 1991-01769, issued on May 31, 1991 as filed in the office of the tax collector of this county and application made for the issuance of tax deed number 894, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described a required by law to be paid or redeemed, and the cost and expenses of this sale, and due notice of sale having been published a required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 12/13/95 offered for sale as required by law for cash to the highest bidder.

Whereas, there were no bidders at the aforesaid public sale, and pursuant to Florida Statute 197.502 (7), subject property described herein was entered on the "List of Lands Available for Taxes" in Suwannee County, Florida. Due notice of the availability of the subject property for purchase from the Lands Available List was given according to law.

Whereas, seven years has passed from the date this property was offered at public sale, and the said property remains unpurchased. Accordingly, Florida Statute 197.502 (8) and Florida Administrative Code Rule 12D-13.064 require the aforesaid property to escheat to Suwannee County, and further direct the Clerk of Court to execute a tax deed vesting title in the Suwannee County Board of County Commissioners.

Assessed Party (s): Rutha Mae Forsett

Legal Description: 10601004000 12-04S-12E LEG 3.82 ACRES NW 1/4 OF NE 1/4 OF NW 11/4 & N 7 AC OF NE 1/4 OF NE 1/4 OF NW 1/4 ORB 280 P 188-192 FJ YR 86 LESS PARCELS IN ORB 370 P 438 ORB 369 P 424-426. SUBJECT TO 1993, 1994 AND 1995 TAXES AND SUBSEQUENT YEARS. AS ADVERTISED

****Legal description changed after the sale.

Corrective Legal: 10601004000 12-04S-12E 1.91 acres COMM AT THE NE COR OF NE ½ OF NW ½ RUN W 535.84 FT FOR POB CON W 124.16 FT S 465.65 FT E 124.16 FT N 465.78 FT TO POB ORB 280 P 188-192 FJ YR 92 (LAFT 3/96)

Print or type name of witness

Print or type name of witness

State of Florida County of Suwannee KENNETH DASHER

Clerk of the Circuit Court, Suwannee County, Florida

Carol A. Hingson

Deputy Clerk

On this 23 day of October, 2003, before me personally appeared Carol A Hingson, Deputy Clerk, in and for the State of this County, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Print or type name of Heputy clerk

SUVI

Onoskicial Document

Administration

Executive Summary

Objective:

Declare property located on 10th Ter property I.D. 04-01S-12E-09421-180490 as surplus property.

Considerations:

Approve the subject county property as surplus.

A review by other county departments has been done, and it has been determined that they also find the subject property to serve no beneficial use to the county.

Recommendation: Declare property as surplus and authorize County staff to submit the subject property for an appraisal value.

Respectfully submitted,



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

NOTES: PARCEL: 04-01S-12E-09421-180490 (exmpt: 85) | COUNTY (8600) | LEG LOT 49 BLK 18 SUWANNEE RIVER PARK EST. UNIT#1 SUWANNEE COUNTY PARK AREA 2023 Working Values Owner: Mkt Lnd \$21,000 Appraised LIVE OAK, FL 32060 Ag Lnd \$20,631 Assessed Site: \$21,000 Bldg \$0 Exempt Sales NONE **XFOB** Total Info Taxable Just Suwannee County, FL

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GrizzlyLogic.com

Planning & Zoning

Executive Summary LDR 23-02

Objective: Text amendment number LDR 23-02 to amend the text of the Land Development Regulations by deleting RV Parks and Campgrounds from Special Exceptions heard by the Zoning Board of Adjustment and adding them to Special Permits heard by the Board of County Commissioners in the A-1 zoning and CHI zoning districts and including other uses which are compatible with the district. Adding standards to the supplementary regulations for RV Parks and Campgrounds

<u>Considerations:</u> The application and supporting documentation is a result of the workshops held by the BOCC to address RV Parks and Campgrounds after the decision was made to amend requirements for Recreational Vehicle permits. The amendment was presented to the Planning & Zoning Baord at its March 30, 2023 meeting and recommended for approval.

Recommendation: Recommendation is for approval of the amendment. There was no opposition at the first held public hearing on April 18, 2023.

Respectfully submitted,

Ron Meeks,

Development Services Director

LAND DEVELOPMENT REGULATIONS AMENDMENT APPLICATION

| Name of Applicant(s): Suwannee County |
|--|
| Address: 13150 80 th Terrace |
| City, State, Zip Code: Live Oak, FL 32060 |
| Telephone: 386-364-3401 |
| Name of Applicant's Agent (if applicable): Ronald Meeks |
| Address: 224 Pine Ave |
| City, State, Zip Code: Live Oak, FL 32064 |
| Telephone: 386-364-3401 |
| Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this Application. |
| PARTI |
| Legal Description: N/A |
| |
| |
| |
| |
| |
| Total acreage of land to be considered under this amendment: N/A |
| Present Use: N/A |
| (commercial, industrial, residential, agricultural, vacant, etc.) Zoning District: |
| Present: N/A |
| Requested: N/A |
| Future Land Use Plan Man Category: N/A |

APPLICATION FOR AMENDMENT OF THE LAND DEVELOPMENT REGULATIONS

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

See Attached

APPLICATION FOR AMENDMENT OF THE LAND DEVELOPMENT REGULATIONS

| A previous application for amendment to the Land Development Regulations: | | | | |
|---|--|--|--|--|
| was made with respect to these premises, Application No. | | | | |
| X was not made with respect to these premises. | | | | |
| I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief. | | | | |
| If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached. | | | | |
| Applicant/Agent Name (Type or Print Name) Applicant/Agent Signature | | | | |
| 3-1-23 Date | | | | |
| FOR OFFICE USE ONLY | | | | |
| Date Filed: | | | | |
| Application No: | | | | |
| Fee Amount: | | | | |
| Receipt No. | | | | |
| Date of Planning and Zoning Board Public Hearing: | | | | |
| Date notice published: | | | | |
| Newspaper: | | | | |
| Date of Local Planning Agency Public Hearing: | | | | |
| Date notice published: | | | | |
| Newspaper: | | | | |
| Date(s) of Board of County Commissioners Public Hearing(s): (1) (2) | | | | |
| Date(s) notice published: (1) (2) | | | | |
| Newspaper: | | | | |
| Date Notice of Enactment of Ordinance published: | | | | |
| Newspaper: | | | | |
| Board of County Commissioners decision: | | | | |
| (Granted/Denied) | | | | |

Proposed changes with LDR 23-02 text amendment

4.4.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

In A-1 Districts:

- A. Special Exceptions (see Articles 12 & 13)
 - 7. Recreational activities such as racetracks and speedways; golf courses; country clubs; tennis and racquet clubs; golf and archery ranges; rifle, shotgun, and pistol ranges; travel trailer parks or campgrounds, day camps, hunting or fishing camps; and similar uses.
- B. Special Permits (see Article 14.6)
 - 13. RV Parks or Campgrounds (see Section 4.19.24)
 - 14. Other similar uses which are compatible with the character of the district

4.14.5 SPECIAL EXCEPTIONS AND SPECIAL PERMITS

In CHI Districts:

- A. Special Exceptions (see Articles 12 & 13)
 - 2. Travel-trailer parks or campgrounds (see Section 20,24)
- B. Special Permits (see Article 14.6)
 - 3. RV Parks or Campgrounds (see Section 4.19.24)
 - 4. Other similar uses which are compatible with the character of the district

4.19.24 TRAVEL TRAILER PARKS AND CAMPGROUNDS RV PARKS AND CAMPGROUNDS

The following regulations apply to the construction and operation of travel trailer parks and Campgrounds RV Parks and campgrounds.

- 1. Sites in travel trailer parks and campgrounds RV parks and campgrounds shall be occupied primarily by travel trailers, pickup coaches, tents, camping trailers and other vehicular accommodations.
- 2. Each site in a travel trailer park or campground RV Park or campground shall be at least twelve hundred (1,200) sq ft in area. No part of a travel trailer or other unit placed on a

Words that have been struck through have been deleted Words that are underlined have been added

- travel trailer park or campground RV park or campground site shall be closer than twenty-five (25) feet to any lot line.
- 3. RV parks and campgrounds shall be limited to property accessing a collector or arterial road.
- 4. In A-1 zoning districts, RV parks and campgrounds shall not be located closer than five (5) miles from the nearest boundary of an existing RV park and campground.

Planning & Zoning

Executive Summary LDR 23-03

<u>Objective:</u> Text amendment number LDR 23-03 to amend the text of the Land Development Regulations by adding an exception to Section 5.24 Use of Subdivided Lots which requires a platted lot in a subdivion to be an entire lot as platted to be eligible for building permits. This amendment will allow an exception when a lot is reduced in size solely because of a Government taking.

<u>Considerations:</u> The application and supporting documentation is a result of the conversations with some of the owners of subdivided lots adjacent to 180th Street which had their lots reduced in size for the bridge replacement. Also, the County is trying to be proactive with a potential widening of other county roads which may require right-of-way acquisition that may involve platted lots. Amendment was first heard by the P&Z Board at its April meeting.

<u>Recommendation:</u> This will be the first of two required public hearings. This first hearing does not require action of the Board of County Commission but allows for public comment.

Respectfully submitted,

Ron Meeks,

Development Services Director

LAND DEVELOPMENT REGULATIONS AMENDMENT APPLICATION

| Name of Applicant(s): Suwannee County |
|--|
| Address: 224 Pine Ave |
| City, State, Zip Code: Live Oak, FL 32064 |
| Telephone: 386-364-3401 |
| Name of Applicant's Agent (if applicable): Ron Meeks |
| Address: 224 Pine Ave |
| City, State, Zip Code: Live Oak, FL 32064 |
| Telephone: 386-364-3401 |
| Please complete the following for proposed amendments to the Official Zoning Atlas. For amendments to the text of the Land Development Regulations, which do not require an Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this Application. |
| PART I |
| Legal Description: N/A |
| |
| |
| Total acreage of land to be considered under this amendment: N/A Present Use: N/A |
| (commercial, industrial, residential, agricultural, vacant, etc.) Zoning District: Present: N/A |
| Requested: N/A |
| Future Land Use Plan Map Category: N/A |

APPLICATION FOR AMENDMENT OF THE LAND DEVELOPMENT REGULATIONS

PART II

For amendments to the text of the Land Development Regulations, please provide in the space provided below (or on separate pages to be attached and made a part herewith) the text of the proposed amendment.

SEE ATTACHED

APPLICATION FOR AMENDMENT OF THE LAND DEVELOPMENT REGULATIONS

| A previous application for amendment to the Land Development | t Regulations: | |
|--|--------------------------------------|----------------------|
| was made with respect to these premises, Application No. | | |
| X was not made with respect to these premises. | | |
| I hereby certify that all of the above statements and statements corplans submitted herewith are true and accurate to the best of n | ontained in any ny knowledge a | documents nd belief. |
| If title holder(s) are represented by an agent, a letter of such desi addressed to the Land Development Regulations Administrator r | ignation from th must be attached | e title holder(s) |
| Applicant/Agent Name (Type or Print Name) Applicant/Agent Signature | | |
| 4-6-2023 Date | | |
| FOR OFFICE USE ONLY | | |
| Date Filed: | | |
| Application No: | | |
| Fee Amount: | | |
| | | |
| Date of Planning and Zoning Board Public Hearing: | | |
| Date notice published: | | |
| Newspaper: | | |
| Date of Local Planning Agency Public Hearing: | | |
| Date notice published: | | |
| Newspaper: | | |
| Date(s) of Board of County Commissioners Public Hearing(s): | (1) | (2) |
| Date(s) notice published: | (1) | (2) |
| Newspaper: | | |
| Date Notice of Enactment of Ordinance published: | | |
| Newspaper: | | |
| Board of County Commissioners decision: | | |
| (G | ranted/Denied) | |

Proposed changes with LDR 23-03 text amendment

5.24 USE OF SUBDIVIDED LOTS

The proposed use of lots within any subdivision shall comply with those uses permitted by the Comprehensive Plan and these Land Development Regulations. Further, whenever any land in the unincorporated area of the County is subdivided, a building permit for the construction of a residence, commercial building or other principal structure shall not be issued for any such structure on less than a lot as platted within such subdivided land. Except, where a lot has been reduced in size solely because of a Government taking.

PRESENTATION

Presentation by Sarah Beth Stewart, Retail Strategies.

Item No. 21

To: Board of County Commissioners From: Buddy Williams, Chief Deputy

Date: 04-24-23

Ref: consent agenda

Mr. Scott,

In last years budget it was approved to do Life Scans on employees with the Suwannee County Sheriff's Office. This is the same physical test that the fire department does annually. We have prioritized health and wellness for all employees and would like to use the remaining funds from the Life Scan line item to fund the Employee Assistance Program. This is a program that helps regulate mental health issues facing the work force today. The employees will be able to have counseling in reference to Critical Incidents, finances, marriage, drug alcohol and other mental health situations. EAP is anonymous and there is not limit on the counseling sessions, either virtual or in person and the staff that will be dealing with public safety is trained specifically in our profession. This is a HUGE benefit to the agency and the county.

The board approved \$58,220 and of that amount approximately \$16,510 remains due to the fact that not all employees took advantage of the physical test. I am asking to approve \$6,500.00 dollars be used to fund the EAP program. Most Law Enforcement agencies statewide already have this in place for their employees.

Thanks in advance.

Buddy Williams Chief Deputy

Criminal Division: 1902 Duval St NE, Live Oak, FL 32064 • (386) 362-2222 Main Line • (386) 364-7672 Fax

Finance & Civil: 200 S Ohio/MLK Ave, Suite 105, Live Oak, FL 32064 • (386) 208-1575 Main Line • (386) 364-1953 Fax

Sheriff@SuwanneeSheriff.com

GENERAL BUSINESS

Update on County projects. (Greg Bailey, North Florida Professional Services)

Planning & Zoning

Executive Summary Replat of Duke's Place

<u>Objective:</u> Plat and supporting documentation of application and title opinion for a Replat of Duke's Place subdivision. The original plat of Duke's Place was approved and recorded by the County on July 5, 2022. After the approval, the applicant ran into issues with driveway seperations with the Florida Department of Transportation.

<u>Considerations:</u> The request alters the original plat of Duke's Place subdivision by eliminating a 5 acre lot and changing it to a 10 acre lot. Also there will be shared driveway access The changes requires the filing of the new revised plat.

Recommendation: We recommend approval of the preliminary plat with the revisions.

Respectfully submitted,

Ron Meeks,

Development Services Director

APPLICATION FOR PRELIMINARY PLAT APPROVAL

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

Name of Subdivision:

Replat of Duke's Place

See attached LEGAL DESCRIPTION OF PROPERTY: T.

I. APPROXIMATE AREA OF SUBDIVISION:

25,10 Acres

V. SIZE OF LOTS:

II. TOTAL NUMBER OF LOTS OR PARCELS: 4

V SIZE OF LOTS: 1@10.06 ac 3@ ± 5.01 ac

V. DIRECTIONS TO PROPERTY: Take Ohio Ave. S. to 1/th St. & head West to the roundabout just past Howland's Building Supply. Head SW on SR51 to the intersection of SR51 & 129th Rd. property is on the North side of SR51 Just past the intersection.

VI. OWNER (S)

NAME

Daniel Crapps Family, LLC 2806 W. U.S. HWY90 (386) 755-5110

MAILING ADDRESS

Lake City, FL 32055

VII. SUBDIVIDER

MAILING ADDRESS

North Florida Professional 1450 SWSR 47 (386) 752-4675 Struces

Lake City, FL

32025

VIII ENGINEER

NAME MAILING ADDRESS TELEPHONE

NA

IX. SURVEYOR **NAME MAILING ADDRESS TELEPHONE** James & Smith 1450 SW SR 47 (BSO) 849-1606 Lake City FL 32025

X. VARIANCES THAT WILL BE REQUESTED:

NA

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

SIGNATURE OF APPLICANT James B. Smith

ADDRESS 1450 SW SR47, Lake City PC 32025

DATE: 2/13/2023

DESCRIPTION:

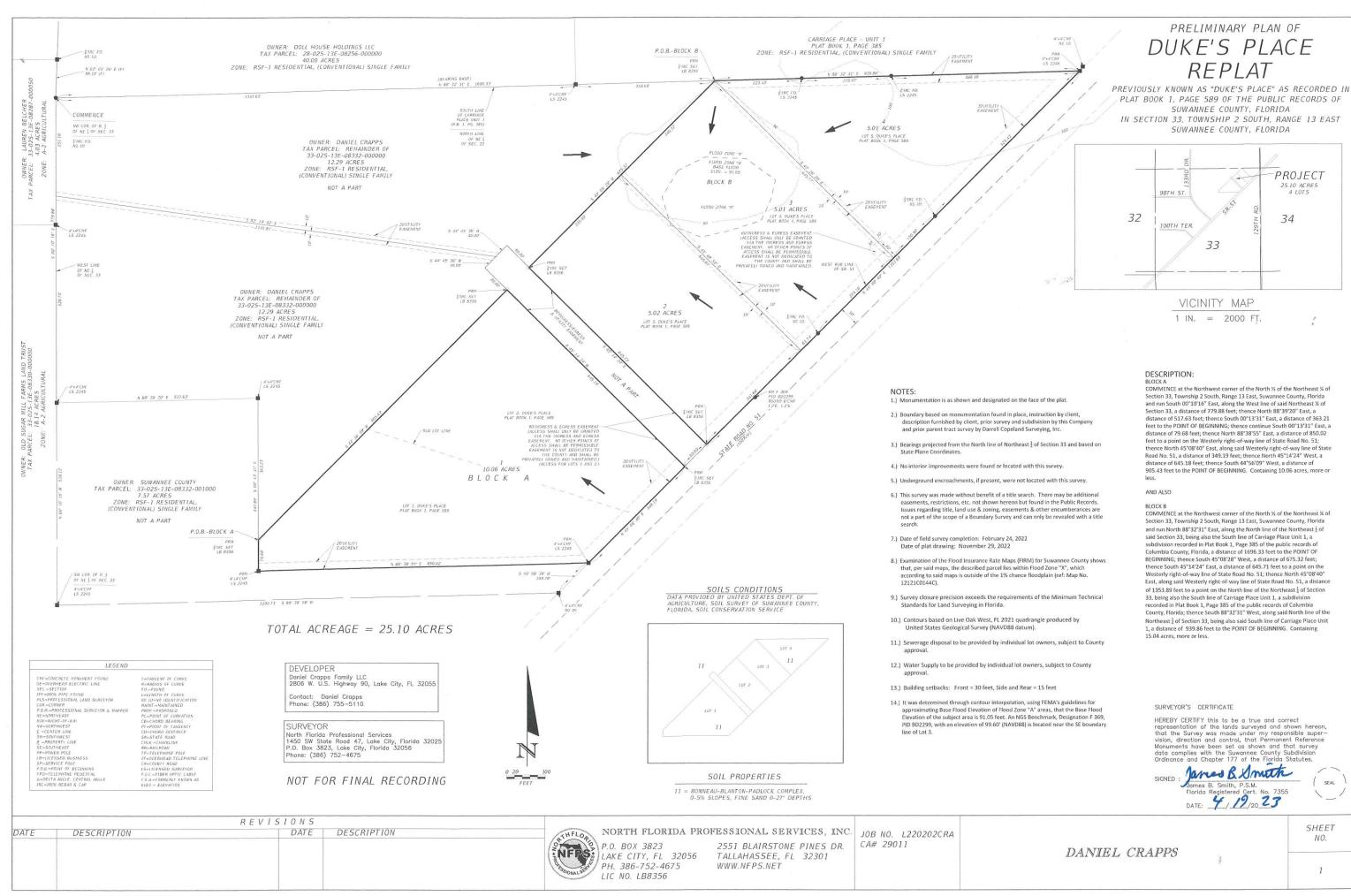
BLOCK A

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

AND ALSO

BLOCK B

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North 88°32'31" East, along the North line of the Northeast 1/4 of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 1696.33 feet to the POINT OF BEGINNING; thence South 45°08'28" West, a distance of 675.32 feet; thence South 45°14'24" East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'38" East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast 1/4 of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida; thence South 88°32'31" West, along said North line of the Northeast 1/4 of Section 33, being also said South line of Carriage Place Unit 1, a distance of 939.86 feet to the POINT OF BEGINNING. Containing 15.04 acres, more or less.



Administration

Executive Summary

| Objective: | | | | | |
|--|--|--|--|--|--|
| Discuss, with possible Board action, chip seal vs. asphalt. (Greg Scott, County Administrator) | | | | | |
| Considerations: | | | | | |
| During April 18, 2023, regularly scheduled Board meeting, the Board requested a cost difference between chip seal and paving of short roads chosen by the Board. | | | | | |
| Staff utilized roads previously listed by the Board to chip seal and determined the estimated cost of paving them. | | | | | |
| Asphalt paving would be completed using Public Works staff and equipment. | | | | | |
| Budget Impact: | | | | | |
| Please see attached document. | | | | | |
| Recommendation: | | | | | |
| Respectfully request the Board to direct staff on how to proceed. | | | | | |
| Respectfully submitted, Dated: Greg Scott, County Administrator | | | | | |

| | Chip Seal vs. Asphalt Comparison | | | | | |
|----------|----------------------------------|---------------------------|------------|------------|----|------------|
| District | Road No. | Description C | | Chip Seal | | sphalt |
| 3 | 233rd Rd & 104th St | CR136 to CR136 | \$ | 38,827.60 | \$ | 42,000.00 |
| 3 | 102nd Place | CR136 to 1180' from CR136 | \$ | 21,038.80 | \$ | 22,000.00 |
| 4 | 6th Ave | CR137 ending at RR Track | \$ | 20,251.60 | \$ | 22,000.00 |
| 4 | 15th Ave | 6th Ave to 4th Ave | \$ | 13,622.00 | \$ | 9,000.00 |
| 4 | 3rd Ave | CR10A to 8th Ave | \$ | 13,774.40 | \$ | 9,500.00 |
| 4 | 17th Ave | 6th Ave to 4th AVe | \$ | 14,004.88 | \$ | 9,500.00 |
| | | Total | \$ | 121,519.28 | \$ | 114,000.00 |
| | | Difference: | \$7,519.28 | | | |

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