

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

**TENTATIVE AGENDA FOR OCTOBER 3, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

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

**APPROVAL OF MINUTES:**

1. a)September 13, 2023 – Special-Called Meeting  
b)September 19, 2023 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Adoption of Resolution changing County Election Precinct Boundaries.
4. Adoption of Resolution authorizing the transfer of land from the Florida Department of Transportation to Suwannee County for purposes of CR250 bridge maintenance.
5. Approval of Department of Environmental Protection Agreement #23PLN68 for county-wide assessment of critical infrastructure that could be exposed to inland flooding.
6. Approval of contribution in the amount of \$25,000 to the Suwannee County Sheriff's Office, to be used for Call Taker Salaries. Budgeted item.
7. Approval of agreement with the North Central Florida Regional Planning Council, in the amount of \$7,421, for Annual Monitoring of Hazardous Waste Generators for FY 2023-24.

8. Approval of agreement with the Florida Department of Health, in the amount of \$100,000.00, for the operation of the Suwannee County Health Department for Fiscal Year 2023-24.
9. Approval of Change Order with Curt's Construction, Inc. for redesigning plans and updating quantities for Wideman Street and Carter Avenue paving projects. Budget impact: decrease in the amount of \$166,505.43.
10. Approval of Final Acceptance of Traffic Signal Installation(s) and Transfer of Maintenance Agreement with Florida Department of Transportation for flashing beacons located at US90 and CR137.
11. Authorization to purchase a passenger van from the Florida Sheriff's Association, Sourcewell, or sole source from under-utilized 2022-2023 funds for the Extension Office.

**TIME-SPECIFIC ITEMS:**

12. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the adoption of a Resolution approving Special Permit for Temporary Use Request No. SPTU-23-09-01 by Teena Peavey authorized agent for James Cornett, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations to re-locate primitive camping at the Spirit of the Suwannee to adjacent property due to the effects of Hurricane Idelia for scheduled October 2023 events on property zoned Agriculture-1 (A-1) and Environmentally Sensitive Area (ESA-II). (Ronald Meeks, Development Services Director)
13. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the enactment of an ordinance codifying the county's purchase of real property or real property interests. (Adam Morrison, County Attorney)

**CONSTITUTIONAL OFFICERS ITEMS:**

**STAFF ITEMS:**

**PROCLAMATIONS AND PRESENTATIONS:**

14. Presentation by 4-H.

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

**GENERAL BUSINESS:**

15. Greg Bailey, North Florida Professional Services, Inc.
16. Set the meeting date, time, and location to extend the Local State of Emergency.
17. **Additional Agenda Items.** The Chairman calls for additional items.
18. 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.)
19. Administrator's comments and information.
20. Board Members Inquiries, Requests, and Comments.

**INFORMATIONAL ITEMS:**

21. Suwannee County Florida State Parks Open-House Public Meeting.

8:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for special called meeting and the following were present: Vice-Chairman Travis Land; Commissioner Don Hale; Commissioner Maurice Perkins; and Commissioner Leo Mobley. Chairman Franklin White was not present. Eric Musgrove and Logan Woods, Deputy Clerks; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Vice-Chairman Land called the meeting to order at 8:02 a.m. and noted that it was an extension of the State of Emergency due to damaged suffered from Hurricane Idalia.

**Commissioner Hale moved to extend a resolution declaring a State of Emergency due to the continuing effects of Hurricane Idalia. Commissioner Perkins seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-35-03)**

County Administrator Scott updated the Board on the housing setup at Spirit of the Suwannee Music Park for those displaced by Hurricane Idalia and noted that others were being placed in hotels temporarily. He added that there was a concern about upcoming music festivals at the Spirit of the Suwannee, and a request had been made to shift campsites to compensate.

Mr. Ron Meeks, Development Services Director, suggested that the Board issue a temporary permit for the zoning change at Spirit of the Suwannee at the first meeting in October, after the Planning and Zoning Board could hear the request at its meeting on September 28.

County Attorney Morrison clarified that the County must follow the application process as noted by Mr. Meeks, as the Florida Statutes did not have a waiver for making zoning changes during emergencies under emergency orders.

Discussion ensued on mobile homes at Spirit of the Suwannee, and it was noted that they were from the State but would become the County's upon conclusion of the emergency.

County Administrator Scott stated that there was a reimbursement process for paying back the lease on School Board property (for housing, kitchen, parking services, etc.) that had been enacted during Hurricane Idalia. He added that there was also some minor damage to School grounds that required leveling. County Administrator Scott stated that the Florida Department of Transportation (FDOT) had approved a contract for debris removal; FDOT would handle the process instead of the County. He added that other debris removal companies could be subcontracted, but that was between the debris removal company (TFR Enterprises) and the State, not the County. County Administrator Scott noted that the initial contract was for \$7 million but could go as high as \$15 million, but since the State would be paying for it, there would be no hit to the County's reserves.

Discussion ensued on the amount of County unrestricted funds and that if the County had contracted for debris removal, it could be several years before reimbursement could be made, during which time the County would have basically no reserves. It was also discussed that County Administrator Scott was the point of contact for those needing debris pickup.

Mr. Shannon Roberts, Digital Content Specialist, discussed the contract between FDOT and TFR Enterprises for debris removal, noting that the contract had been signed on September 8, but the company would have to mobilize and prioritize needs. He stated that the County had nothing to do with the contract or actual work and noted that volunteers were available for emergency debris removal.

Discussion ensued on the limited space on many County roads to place debris that might require temporarily moving fences, as well as the fact that there was no time limit for removal of the debris. It was quite possible that the debris removal service would go through the County two or three times to perform the work based upon needs, and then declare the work completed.

County Administrator Scott stated that road graders were trying to get back to normal operations, but debris along the roadsides would hamper some of them.

Discussion ensued on past efforts to look into purchasing the Suwannee Mall off Walker Street and Pinewood Drive for various County-related offices, including the Tax Collector, Property Appraiser, and Sheriff's Criminal Division, and that the owners were now interested in selling due to damage sustained by Hurricane Idalia.

Mr. Meeks noted that several County employees visited the Suwannee Mall earlier in the week and showed video of the damage to the Suwannee Mall from Hurricane Idalia. He added that the damage was severe in some places with missing roofs, etc.

County Administrator Scott discussed asbestos abatement, repairs, and other necessities if the County opted to purchase the property. He suggested that it would be better to tear down the Suwannee Mall and use the land for a new building for various County departments.

County Attorney Morrison stated that the County could continue to lease some of the space to current tenants if it chose to purchase the property.

**Commissioner Mobley left the meeting at 8:37 a.m.**

Vice-Chairman Land asked County Administrator Scott to look further into the Suwannee Mall for a continued discussion when the full Board was present.

County Administrator Scott expected State grant funding to help with such projects in the future.

Further discussion ensued on the Suwannee Mall property, and it was noted that there was another party interested in the property.

County Administrator Scott stated that the County had purchased three drones with State of Emergency funds that had come in handy for not only a review of the Suwannee Mall in places where it was dangerous to walk but had also been helpful for Fire Rescue and damage assessment.

Discussion continued on the Suwannee Mall, and it was clarified that major repairs to the property would require bringing everything up to code.

Mr. Meeks discussed the Property Appraiser website, noting that it now allowed for self-reporting of hurricane damage to assist the Property Appraiser’s Office with future assessments.

Discussion ensued on reporting hurricane damage for FEMA purposes.

County Administrator Scott suggested contracting with a specialized firm for reimbursement of expenses caused by Hurricane Idalia to maximize refunds. He would discuss the request at a regular meeting.

Vice-Chairman Land noted that Chairman White’s mother was not doing well and that was why he was not present; he asked for prayers for the family.

**Commissioner Perkins moved to adjourn the meeting. Commissioner Hale seconded, and the motion carried unanimously (3-0).**

There being no further business to discuss, the meeting adjourned at 8:54 a.m.

ATTEST:

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

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

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: Vice-Chairman Travis Land and Commissioner Don Hale; Commissioner Maurice Perkins; and Commissioner Leo Mobley. Chairman Franklin White was not present due to a death in the family. Finance Director Keith Gentry; Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

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

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the August 27, 2023 Emergency meeting; September 1, 2023 Emergency meeting; September 7, 2023 Workshop; September 7, 2023 Regular meeting; and September 7, 2023 Tentative Budget hearing.

**Commissioner Hale moved to approve the minutes of the August 27, 2023 Emergency meeting; September 1, 2023 Emergency meeting; September 7, 2023 Workshop; September 7, 2023 Regular meeting; and September 7, 2023 Tentative Budget hearing. Commissioner Perkins seconded, and the motion carried unanimously (4-0).**

**CONSENT:**

Item six was pulled for discussion.

**The second item on the agenda** was to approve payment of \$2,264,474.18 in processed invoices.



**The third item on the agenda** was approval of a Public Emergency Medical Transport Letter of Agreement with the State of Florida, Agency for Health Care Administration (AHCA). **(Agreement No. 2023-94)**

**The fourth item on the agenda** was approval of a Class 1 Lump Sum Cancer Benefit with Death Benefit covering cancers within FS 112.1816.

**The fifth item on the agenda** was approval of renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia. **(Resolution No. 2023-35-04)**

**The sixth item on the agenda** was approval of a resolution revising the language of the 2023-2026 SHIP Local Housing Assistance Plan to increase the Disaster Repair Assistance award amount of \$10,000 to \$25,000.

This item was pulled for discussion.

**The seventh item on the agenda** was approval of a resolution authorizing and directing the Suwannee County Property Appraiser to make a First Certification and Extension of the 2023 Tax Roll to the Tax Collector before the completion of the Value Adjustment Board hearings to allow for meeting the statutory requirements of issuing tax notices. **(Resolution No. 2023-42)**

**The eighth item on the agenda** was authorization to apply for a Department of Agriculture and Consumer Services Agricultural Education and Promotion Facility Grant for improvements at the Suwannee County Agricultural Colosseum (Coliseum), adoption of and authorization for the Chairman or his designee to execute the resolution in support of the grant application and allow staff to execute any associated documents. **(Resolution No. 2023-43)**

**The ninth item on the agenda** was authorization to apply for a Florida Department of Agriculture and Consumer Services (FDACS) Agricultural Education and Promotion Facility Grant to develop the South Suwannee County Equestrian Center, and authorization for the Chairman or his designee to execute the

resolution in support of the grant application and allow staff to execute any associated documents.

**(Resolution No. 2023-44)**

**The tenth item on the agenda** was authorization to purchase one (1) E-ONE 2024 Custom Pumper on a Typhoon Chassis from Hall-Mark RTC as a sole source provider and authorize the Fire Chief to execute all associated documents. Budget impact: will be paid for by an appropriation grant and \$1,949 will be paid from the Fire budget.

**The eleventh item on the agenda** was renewal of an agreement with Madden Media for advertising services for the Suwannee County Economic Development Office. Budgeted item. **(Agreement No. 2019-84-14)**

**Commissioner Perkins moved to approve consent items 2-5 and 7-11. Commissioner Mobley seconded, and the motion carried unanimously (4-0).**

**The sixth item on the agenda** was approval of a resolution revising the language of the 2023-2026 SHIP Local Housing Assistance Plan to increase the Disaster Repair Assistance award amount of \$10,000 to \$25,000.

Matt Pearson, SHIP Representative, discussed the program and Local Housing Assistance Plan. The Plan allowed for disaster-related work; however, it was limited to \$10,000 which was insufficient for repairs. Mr. Pearson asked that the amount be increased to \$25,000 for storm-related damage repairs. Additionally, they were required to first use money that was in the current fiscal year budget, so he was also asking that the Board approve the increase to \$25,000 for the current year. There was funding available in the current year budget for the increase as it would just be shifted from a different line item to disaster response; there would not be an additional expense for the current or next fiscal year.

Discussion ensued on SHIP eligibility, unencumbered funds for the current and upcoming fiscal year, FEMA-funded home repairs, and the temporary increase to \$25,000 for storm damage repairs.

**Commissioner Perkins moved to approve resolutions revising the language of the 2020-2023 and 2023-2026 SHIP Local Housing Assistance Plans to increase the Disaster Repair Assistance award amount of \$10,000 to \$25,000. Commissioner Mobley seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-45 and 2023-46)**

**CONSITUTIONAL OFFICERS ITEMS:**

There were none.

**STAFF ITEMS:**

Chris Volz, Emergency Management Director, updated the Board on the response recovery phase of the Hurricane Idalia and various data from the response period.

Discussion ensued on FEMA individual assistance and registration, as well as the response by Emergency Management.

The Board thanked Emergency Management staff for their work and recovery efforts.

Heather Henderson, Sheriff's Office, requested \$295,000 as an advancement toward Cat-B funds due to Hurricane Idalia.

Discussion ensued over whether the funds were reimbursable.

**Commissioner Mobley moved to approve funding the \$295,000 advancement for Cat-B funds.**

**Commissioner Perkins seconded, and the motion carried unanimously (4-0).**

Sheriff Sam St. John thanked Emergency Management and Sheriff's Office staff.

Carolyn Saft, Extension Office, discussed how the storm impacted agricultural and livestock production and recovery efforts.

Discussion ensued on assistance for farmers and the fiscal impact of County agriculture.

Wesley Wainwright, 16675 129<sup>th</sup> Road, McAlpin, thanked the Extension Office and various others for their work to assist farmers. He also discussed the economic impact of agriculture on the State and the County, as well as what little funding was available for farmers. He encouraged the Commissioners to meet with congressional members regarding USDA FSA funding and an upcoming agricultural bill.

Commissioner Hale recommended the Board submit a letter to support such a position.

Discussion ensued on the lack of assistance for farmers and those who grew livestock.

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

**The twelfth item on the agenda** was to hear a presentation by the Sons of the American Revolution (SAR).

A representative from the Sons of the American Revelation recognized and awarded three County personnel for their work throughout the storm: Commissioners Travis Land and Franklin White, and County Administrator Greg Scott.

The Board paused for pictures and thanked SAR for the recognition.

County Administrator Scott thanked and recognized all County staff and personnel, as well as those who came from out of state, for their work during the storm.

#### **COMMISSIONERS ITEMS:**

Vice-Chairman Land stated that the Board had waived permit fee applications related to storm damage repairs but had inadvertently overlooked those who had a total home loss. He asked for waiving of building permits for those who had to completely rebuild their homes due to total loss from the storm.

Development Services Director Ronald Meeks stated waiving those permit fees was an option available and their office could accommodate the fee waiver for those who had a total loss.

Discussion ensued on the permit issued for home building and careful documentation of those homes that received a fee waiver due to storm-related damage and loss.

**Commissioner Perkins moved to approve waiving building permit fees for homes that had to rebuild due to complete loss from the storm and allowing Director Meeks to work with County Administrator Scott regarding the process and documentation. Commissioner Mobley seconded, and the motion carried unanimously (4-0).**

**COUNTY ATTORNEY ITEMS:**

County Attorney Morrison stated that a small piece of property in the Catalyst Site was donated to the County by Daniel Crapps and the Board needed to accept it so the deeds could be recorded.

**Commissioner Hale moved to accept and record the deeds for property in the Catalyst Site donated by Daniel Crapps. Commissioner Mobley seconded, and the motion carried unanimously (4-0).**

**GENERAL BUSINESS:**

**The thirteenth item on the agenda** was to discuss, with possible Board action, the purchase of laser speeding devices.

Florida Highway Patrol Officer Justin Bedenbaugh discussed the need for the speeding devices and noted the request was for five units.

Discussion ensued on the devices and areas that would be covered.

**Commissioner Mobley moved to approve purchase of five speeding devices for the Florida Highway Patrol. Commissioner Hale seconded, and the motion carried unanimously (4-0).**

**The fourteenth item on the agenda** was to hear from Lisa Diroma, Suwannee County Community Emergency Response Team (SCERT).

This item was pulled for discussion at a later date.

**The fifteenth item on the agenda** was to discuss, with possible Board action, Final Plat approval of Woods Subdivision.

Director Meeks discussed various details of the final plat for Woods Subdivision. The preliminary plat was approved in August and the final plat was reviewed and found to be compliant with regulations and Statutes. He recommended approval of the final plat.

**Commissioner Perkins moved to approve the Final Plat of Woods Subdivision. Commissioner Hale seconded, and the motion carried unanimously (4-0).**

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

There were none.

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

Jack Schone, 7311 180<sup>th</sup> Street, McAlpin, thanked the Sheriff's Office and the Commissioners for their work during and after the storm. He also announced a gathering for Chairman White's mother at the McAlpin Community Club the following day after Mrs. White's funeral; he invited everyone to attend.

Economic Development Director Jimmy Norris stated that Walmart had gifted donuts to the Commissioners as a thank you for their work with Suwannee Valley Electric to expedite power restoration when the store's backup generator failed.

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

County Administrator Scott thanked the community for their work together after the storm and thanked citizens for allowing the County and various departments to do their job. He also noted that 164<sup>th</sup> Bridge was currently closed for needed safety-related repairs. County Administrator Scott also asked for prayers for the White family and again thanked County staff for all their work and support. He stated that another meeting to extend the state of emergency would be held immediately after the Final Budget Hearing the following week.

County Attorney Morrison noted that if a renewal was approved the following Monday, another meeting later in the week (by Friday) would be necessary so it would not expire over a weekend.

County Administrator Scott discussed chip seal work preparation.

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

The Commissioners thanked the community, staff, Emergency Management, and the Sheriff for their work during and after the storm, and also commented on Chairman White's loss.

Deputy Buddy Williams thanked the School Board for allowing the use of their facilities during Hurricane Idalia.

**Commissioner Hale moved to adjourn the meeting. Commissioner Mobley seconded, and the motion carried unanimously (4-0).**

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

ATTEST:

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

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

## **Agenda Item No. 2**

Approval of payment of processed invoices.



## SUWANNEE COUNTY

County Attorney  
Executive Summary

### Objective:

Need board action to change voting precinct lines.

### Considerations:

- o Since the Board redistricted, voting precinct lines need to be moved so each precinct fits wholly within the new boundaries
- o The Supervisor of Elections has approved a new set of precinct boundaries in accord with FS **101.001**
- o

### Recommendation

- Approve the change to precinct lines

Respectfully Submitted,

Adam Morrison  
County Attorney

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

**RESOLUTION CHANGING COUNTY ELECTION  
PRECINCT BOUNDARIES**

WHEREAS, the Board of County Commissioners of Suwannee County, Florida adopted Suwannee County Resolution 2023-34 changing the boundary lines of the various county commissioner districts; and

WHEREAS, the changes to county commissioner districts split or impacted various precincts for voting throughout Suwannee County; and

WHEREAS, the Board of County Commissioners of Suwannee County, Florida has received a recommended and approved proposal to change precinct boundary lines throughout the county from the Supervisor of Elections as presented in the attached correspondence.

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

1. Fixing Election Precinct Boundary Lines. Pursuant to Florida Statute § 101.001, the Board of County Commissioners in consultation and agreement with the Supervisor of Elections does hereby fix the boundaries of Suwannee County Election Precincts in accordance with the Supervisor of Elections correspondence attached hereto. The Board of County Commissioners further authorizes said descriptions of precinct boundaries to be recorded in accordance with the aforesaid statute.

2. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. SEVERABILITY CLAUSE. It is declared to be the intent of the BOARD that if any section, subsection, sentence clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not effect the validity of the remaining portions hereof.

4. EFFECTIVE DATE. This resolution shall become effective upon adoption or as soon as otherwise allowed by law.

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

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

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

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

\_\_\_\_\_  
Franklin White  
Chairperson

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



*Jennifer M. Kinsey*  
★ **SUPERVISOR OF ELECTIONS** ★

SUWANNEE COUNTY, FL

September 26, 2023

Dear Board of County Commissioners,

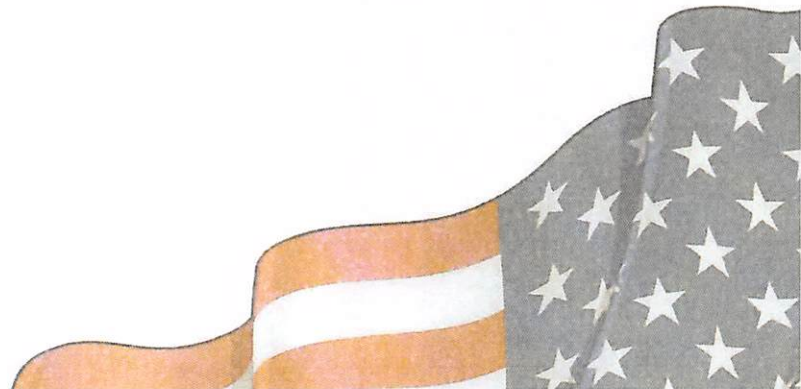
After the recent redistricting of the County Commission districts, my office reviewed the new district boundaries and the various precincts for voting.

Pursuant to Florida Statute s. 101.001, I hereby recommend and approve changing the boundaries of the various precincts throughout the county according to the descriptions attached hereto.

Thank you for your attention to this matter.

Sincerely,

Jennifer Kinsey  
Supervisor of Elections  
Suwannee County, Florida



**The boundaries for Precinct 1 are:**

Start at Interstate 10 and go east along Interstate 10 approximately three miles, turn right, go to 95<sup>th</sup> place, go across County Road 136 to 86<sup>th</sup> Street, turn left on 86<sup>th</sup> Street, turn back right on 93<sup>rd</sup> Road, turn right on 90<sup>th</sup> Street, turn left on 97<sup>th</sup> Lane, cross over US Highway 90, turn right on US Highway 90 and go to main red light and turn left on US Highway 129 South and go to 11<sup>th</sup> Street (also known as County Road 136) turn right and go to Gold Kist Blvd, turn right on Gold Kist Boulevard and go to 80<sup>th</sup> Terrace, turn left on 80<sup>th</sup> Terrace and go to 133<sup>rd</sup> Road, turn right and go to US Highway 90 turn right and go to city limits, turn left, run to 74<sup>th</sup> Path turn right to County Road 795, turn left and go to 72<sup>nd</sup> Trace NW, turn right and go to US Highway 129, turn left on US Highway 129 to Interstate 10.

**The boundaries for Precinct 2 are:**

Start at US Highway 90 and County Road 49 and run north to the power line that crosses County Road 49, turn right and go to 93<sup>rd</sup> Road, turn left on 93<sup>rd</sup> Road, turn left on 86<sup>th</sup> Street, go to 95<sup>th</sup> Road, turn right go north, on Interstate 10 run along Interstate 10 to County Road 417, turn right on County Road 417 to US Highway 90, turn left go to 63<sup>rd</sup> Road, turn right go through the field to the corner of 140<sup>th</sup> Street and Bulb Farm Road to County Road 49, turn left on County Road 49 to County Road 252, turn right go to US Highway 129, go north along US Highway 129 to 112<sup>th</sup> Street, turn right onto County Road 49, turn left, go to 114<sup>th</sup> Terrace, go about 2 miles, turn left, go through woods to 104<sup>th</sup> Street, turn left, go to County Road 49, continue on County Road 49 to starting point.

**The boundaries for Precinct 3 are:**

Start at City Limits line run south on US Highway 51 to 104<sup>th</sup> Street, turn right, go to 147<sup>th</sup> Road, turn right, stay on 147<sup>th</sup> Road to County Road 136, turn left on County Road 136 to 169<sup>th</sup> Road, turn left, go to County Road 250, turn right, go to 177<sup>th</sup> Rd, turn left, go to 136<sup>th</sup> Street, turn right, go to 181<sup>st</sup> Road, turn left, go to County Road 252, turn left, go to County Road 349 North, turn right to 164<sup>th</sup> Street, turn left to 129<sup>th</sup> Road, turn right, go to 168<sup>th</sup> Street and turn left on 168<sup>th</sup> Street to 99<sup>th</sup> Lane, turn left go to US Highway 129, turn left, go to 100<sup>th</sup> Street and turn left and go approximately one mile, turn right to City Limits.

**The boundaries for Precinct 4 are:**

Starting at the round-a-bout, run south on Irvin Ave SW (US Highway 51) to 104<sup>th</sup> St, turn right on 147<sup>th</sup> Road, go to County Road 136 turn left on 136 to 185<sup>th</sup> Road and turn right and go Interstate 10 and turn right, follow Interstate 10 to US Highway 90 turn right on US Highway 90, turn right on 133<sup>rd</sup> road, turn left on 80<sup>th</sup> Terrace, go to Gold Kist Boulevard turn right and go to County Road 136 and turn left and back to round-a-bout.

**The boundaries for Precinct 5 are:**

Start at the bridge on US Highway 129 north, run south on US Highway 129 to 72<sup>nd</sup> Trace Northwest turn right, go to County Road 795, turn left on County Road 795 to the city limits line, turn right at City Limits Line go through the woods to the Southwest corner of Anthony Chaney's 5.90 acres, then go South to Railroad Street, turn right on Railroad Street to 153<sup>rd</sup> Road turn right, go North on 153<sup>rd</sup> Road to County Road 132, turn left on County Road 132, then right on County Road 249 to the Suwannee River, run along the river back to US Highway 129.

**The boundaries for Precinct 6 are:**

Start at the river at Hal W. Adams Bridge on US Highway 51, go right along the Suwannee River to a point due South of 208<sup>th</sup> Place, turn left and go to 208<sup>th</sup> Place, turn right on 208<sup>th</sup> Street, go to 129<sup>th</sup> Road and turn left, then go to 164<sup>th</sup> Street turn left and go to County Road 349 North and turn right, go to County Road 252 and turn left and go to Suwannee River and turn left and go back to the river to Hal W. Adams Bridge.

**The boundaries for Precinct 7 are:**

Start at the river at Gibson County Park Bridge on County Road 249, run along County Road 249 to County Road 132, continue on 153<sup>rd</sup> Road to US Highway 90, turn right on US Highway 90 to Interstate 10, run along Interstate 10 West to 185<sup>th</sup> Road, turn left, go to County Road 136, turn right on County Road 136 and go to Suwannee River.

**The boundaries for Precinct 8 are:**

Start at US Highway 90 and County Road 49, run south on County Road 49 to 104<sup>th</sup> Street and turn left on 104<sup>th</sup> Street and turn right and go south to 114<sup>th</sup> Terrace, go right on 114<sup>th</sup> Terrace and go to County Road 49, turn right on County Road 49 and go to 112<sup>th</sup> Street, turn left and go to US Highway 129, turn right and go to 100<sup>th</sup> Street turn left on 100<sup>th</sup> Street and go approximately one mile and turn right and go to US Highway 51, turn right on US Highway 51 and go to County Road 136 turn right on 11<sup>th</sup> Street go to US Highway 129 turn left and go to US Highway 90, turn right on US Highway 90 and go back to County Road 49.

**The boundaries for Precinct 9 are:**

Starting at a point on the Suwannee River and 88<sup>th</sup> Street go east on County Road 136 to 169<sup>th</sup> Road turn right, go south to County Road 250, turn right and go to 177<sup>th</sup> Road turn left, go south to 136<sup>th</sup> Street, turn right and go to 181<sup>st</sup> Road, turn left go to County Road 252, turn right on County Road 252, go to Suwannee River, go north along Suwannee River to the starting point.

**The boundaries for Precinct 10 are:**

Starting at a point US Highway 129 south and 216<sup>th</sup> Street, run east on 216<sup>th</sup> Street to 57<sup>th</sup> Road, turn left on 57<sup>th</sup> Road, go to 192<sup>nd</sup> Street, turn Right on 192<sup>nd</sup> Street to Central Road, follow Central Road to 61<sup>st</sup> Road, turn left on 61<sup>st</sup> Road to County Road 49, turn left on County Road 49 to 192<sup>nd</sup> Street, turn right on 192<sup>nd</sup> Street to 69<sup>th</sup> Drive, turn right to 180<sup>th</sup> Street, turn left to 73<sup>rd</sup> Road, turn right to 172<sup>nd</sup> Street, turn right and go to County Road 49, turn left and go to County Road 252, turn left on County Road 252 and go to US Highway 129, turn left on US Highway 129 to 99<sup>th</sup> Lane, turn right and go to 168<sup>th</sup> Street, go to 129<sup>th</sup> Road, turn left on 129<sup>th</sup> Road to 208<sup>th</sup> Street, turn right on 208<sup>th</sup> Street and cross over County Road 349 North to 208<sup>th</sup> Place, turn left to the Suwannee River to a point west of the south end of 135<sup>th</sup> Court, run east to County Road 349 North, go east on County Road 349 North to the intersection of US Highway 129, turn left on US Highway 129 and go to the starting point.

**The boundaries for Precinct 11 are:**

Start at County Road 49 and County Road 252, Run south on County Road 49 to 172<sup>nd</sup> Street, turn right on 73<sup>rd</sup> Road, turn left to 180<sup>th</sup> Street, turn right on 69<sup>th</sup> Drive, turn left on 192<sup>nd</sup> Street, go to County Road 49, turn left and go to 61<sup>st</sup> Road, turn right on Central Road, continue on Central Road to 192<sup>nd</sup> Street, turn right, go to 57<sup>th</sup> Road and go south to 216<sup>th</sup> Street, turn left go to 43<sup>rd</sup> Drive, turn right go to 224<sup>th</sup> Street, turn left on 224<sup>th</sup> street to 25<sup>th</sup> road, which is county line, turn left, go to County Road 252, turn left and go back to the starting point.

**The boundaries for Precinct 12 are:**

Starting at County Road 252 and County Road 49, go north on County Road 49 to Bulb Farm Road, to the intersection of 140<sup>th</sup> Street and Bulb Farm Road, go to the left through the fields to 63<sup>rd</sup> Road, continue on 63<sup>rd</sup> Road to US Highway 90, turn left on US Highway 90 to County Road 417, turn right on County Road 417 to Interstate 10 turn right, follow Interstate 10 to the county line, turn right along county line to County Road 252, turn right on County Road 252, back to the starting point.

**The boundaries for Precinct 13 are:**

Starting at the intersection of US Highway 129 South and 220<sup>th</sup> Street, run east to 43<sup>rd</sup> Drive, turn right on 43<sup>rd</sup> Drive and go to 224<sup>th</sup> Street, turn left on 224<sup>th</sup> Street to county line, run south along county line to 256<sup>th</sup> Street, turn right on to 256<sup>th</sup> Street to county line thence south/southwest along county line to a point on the east side of Suwannee River and a point west of the south end of 135<sup>th</sup> Court, run east to County Road 349 North continue on County Road 349 East to the intersection of US Highway 129, turn left on US Highway 129 and go to starting point.

**The boundaries for Precinct 14 are:**

Starting at Suwannee River Springs Bridge, travel south on US Highway 129 to Interstate 10, turn left, follow Interstate 10 to 25<sup>th</sup> Road at county line, turn left on 25<sup>th</sup> Rd to Suwannee River, River, follow along Suwannee River to starting point.



## Mandy Frederickson

---

**From:** Greg Scott  
**Sent:** Friday, September 22, 2023 10:48 AM  
**To:** Mandy Frederickson  
**Subject:** FW: Resolution & Transfer Map for the Transfer of CR 250/Suwannee Bridge 370018 - (212724-2)  
**Attachments:** 2127242 CR 250 Suwannee.pdf; RESOLUTION.pdf; Ex# 6466 Marked RW & Aerial Maps.pdf; Ex# 6467 Marked RW & Aerial Maps.pdf; Ex# 6326 Marked RW & Aerial Maps.pdf; RW Map.pdf; Parcel 101 excess 6468 EXHIBIT A.pdf; Parcel 102 excess 6467 EXHIBIT A.pdf; Parcel 104 excess 6326 EXHIBIT A.pdf; Parcel 105 excess 6466 EXHIBIT A.pdf; 212724-2 - Agreement with Suwannee County.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

---

**From:** Glansen, Tracy <Tracy.Glansen@dot.state.fl.us>  
**Sent:** Friday, September 22, 2023 10:42 AM  
**To:** Greg Scott <GregS@SUWCOUNTYFL.GOV>  
**Cc:** Dycus, Douglas <Douglas.Dycus@dot.state.fl.us>; Bassett, Julie <Julie.Bassett@dot.state.fl.us>  
**Subject:** Resolution & Transfer Map for the Transfer of CR 250/Suwannee Bridge 370018 - (212724-2)

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

Hi Mr. Scott,

The construction of the referenced FDOT project has been final accepted, and the associated rights of way are ready to be transferred to both Lafayette and Suwannee Counties, respectively, pursuant to the attached Right of Way Transfer Agreement. The transfer will be accomplished by recording the attached Transfer Maps for each County in the Official Records of each County's Clerk of Court.

Four (4) excess parcels were acquired as part of the acquisitions of land for this bridge improvement project. The attached Resolution has been prepared to accomplish the transfer of these lands to Suwannee County for the purpose of bridge maintenance. I have also included the legal descriptions and marked maps of each. Please have the attached Resolution executed and the proposed transfer map reviewed. The Department will proceed with finalizing the official transfer maps and recoding the same in the Official Records of Suwannee County once the Resolution is received.

My contact information is below should you have any questions. Thank you in advance.

*Tracy J. Glansen*

Consultant, Senior Right of Way Specialist  
Florida Department of Transportation  
District Two Right of Way Office  
2198 Edison Avenue, Mail Station 2814  
Jacksonville, FL 32204

**BSD.04-Date: 09/27/2023**

Approved as to form:

\_\_\_\_\_  
Print Name: Adam Morrison, County Attorney

PARCEL NO.(s)      101 (Excess #6468)  
                             102 (Excess #6467)  
                             104 (Excess #6326)  
                             105 (Excess #6466)  
SECTION NO.        33060-37520  
F.P. NO.             2127242  
COUNTY ROAD NO. 250; Bridge No. 370018  
COUNTY OF        Suwannee

**RESOLUTION**

WHEREAS, Suwannee County, Florida proposes to use County Road No. 250; Bridge Number 370018, Section No. 33060-37520, F.P. No. 2127242, in Suwannee County, Florida solely for public purposes, pursuant to the provisions of Section 337.25(3), Florida Statutes; and

WHEREAS, it is necessary that certain lands now owned by the State of Florida Department of Transportation, be acquired by Suwannee County, Florida; and

WHEREAS, said property is no longer required by the State of Florida Department of Transportation for transportation purposes; and

WHEREAS, Suwannee County, Florida has made application to said State of Florida Department of Transportation to execute and deliver to Suwannee County, Florida a deed, or deeds, in favor of Suwannee County, Florida, conveying all rights, title and interest that said State of Florida Department of Transportation has in and to said lands required for public purposes, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that the application of the State of Florida Department of Transportation for a deed, or deeds, is for public purposes which is in the public or community interest and for public welfare and the land needed for public purposes is not needed for transportation purposes; that a deed, or deeds, in favor of Suwannee County, Florida shall be executed and delivered upon payment of the consideration set forth herein conveying all right, title and interest of the State of Florida Department of Transportation. Consideration shall be \$ ZERO DOLLARS .

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to Suwannee County, Florida.

\_\_\_\_\_  
Print Name: FRANKLIN WHITE  
Chairperson  
Board of County Commissioners  
Suwannee County, Florida

STATE OF FLORIDA  
COUNTY OF SUWANNEE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Suwannee County, Florida, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk  
Board of County Commissioners  
Suwannee County, Florida

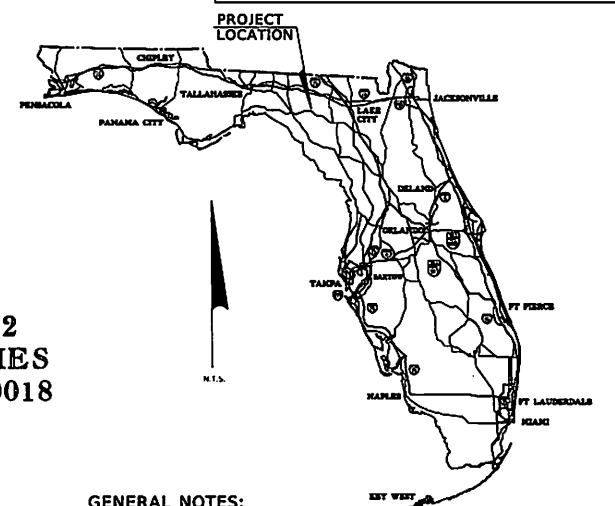
**LEGEND**

- |   |  |
|---|--|
| AC = ACRE                                       | N.T.S. = NOT TO SCALE                                      |
| AVE = AVENUE                                    | N.V.A.L. = NON VEHICULAR ACCESS LINE                       |
| B = BASELINE                                    | OPUS = ONLINE POSITIONING USER SERVICE                     |
| C1 = CURVE NUMBER                               | OR = OFFICIAL RECORD                                       |
| CR = CHORD BEARING                              | O.R.B. = OFFICIAL RECORD BOOK                              |
| COM. = COMMERCIAL                               | PCP = PERMANENT CONTROL POINT                              |
| CONC. = CONCRETE                                | PG = PAGE  |
| COR. = CORNER                                   | PK = PARKER SALON  |
| COAS = CONTINUOUSLY OPERATING REFERENCE STATION | PRM = PERMANENT REFERENCE MONUMENT                         |
| E = CENTERLINE                                  | PSM = PROFESSIONAL SURVEYOR AND MAPPER                     |
| (C) = CALCULATED                                | PL = PROPERTY LINE   |
| C.M. = CONCRETE MONUMENT                        | PLAT = PLAT  |
| CR = COUNTY ROAD                                | P.B. = PLAT BOOK   |
| D = DEGREE                                      | P.C. = POINT OF CURVE                                      |
| IDY = DEED                                      | P.C.C. = POINT OF COMPOUND CURVE                           |
| D.B. = DEED BOOK                                | P.I. = POINT OF INTERSECTION                               |
| D.E. = DRAINAGE EASEMENT                        | PLS = PROFESSIONAL LAND SURVEYOR                           |
| EXIST. = EXISTING                               | P.O.C. = POINT ON CURVE                                    |
| ESMT = EASEMENT                                 | P.O.T. = POINT ON TANGENT                                  |
| E.D.E. = EXISTING DRAINAGE EASEMENT             | P.R.C. = POINT OF REVERSE CURVE                            |
| Δ = CURVE DELTA ANGLE                           | PSM = PROFESSIONAL SURVEYOR AND MAPPER                     |
| FND. = FOUND                                    | PT = POINT   |
| (F) = FIELD                                     | P.T. = POINT OF TANGENCY                                   |
| F.A.P. = FEDERAL AID PROJECT                    | R = RADIUS   |
| F.P. = FINANCIAL PROJECT                        | RD. = ROAD   |
| F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION | REF = REFERENCE  |
| GPS = GLOBAL POSITIONING SYSTEM                 | RES. = RESIDENCE   |
| ID. = IDENTIFICATION                            | ROE. = RANGE   |
| I.P. = IRON PIPE                                | RLS = REGISTERED LAND SURVEYOR                             |
| I.R.A.C. = IRON ROD AND CAP                     | RT. = RIGHT  |
| L. = LENGTH OF CURVE                            | R/W. = RIGHT OF WAY  |
| LI = LINE NUMBER                                | SEC. = SECTION   |
| LB = LICENSED BUSINESS                          | SF = SQUARE FEET   |
| LS = LICENSED SURVEYOR                          | S.R. = STATE ROAD  |
| LT = LEFT                                       | S.R.D. = STATE ROAD DEPARTMENT                             |
| LA = LIMITED ACCESS                             | STA. = STATION NUMBER                                      |
| L.O.C. = LIMITS OF CONSTRUCTION                 | T = TANGENT  |
| MAINT. = MAINTENANCE                            | TCE = TEMPORARY CONSTRUCTION EASEMENT                      |
| MON. = MONUMENT                                 | T.B. = TANGENT BEARING                                     |
| NAD = NORTH AMERICAN DATUM                      | T.I.T.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND |
| NO. = NUMBER                                    | U.E. = UTILITY EASEMENT                                    |
| N/A = NOT APPLICABLE                            | TWP. = TOWNSHIP  |
| N&D = NAIL & DISK                               |  |
| NGS = NATIONAL GEODETIC SURVEY                  |  |

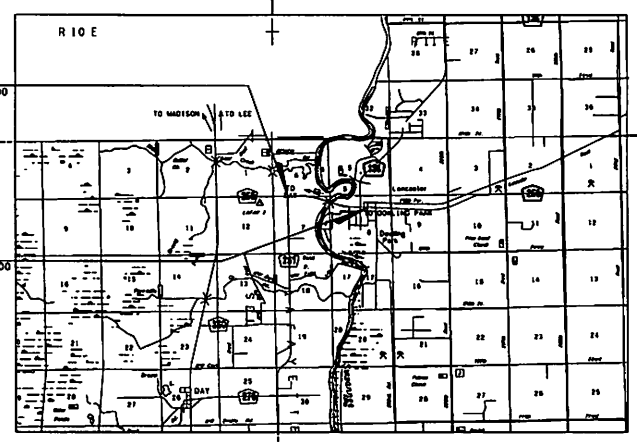
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY MAP**

SECTION NO. 33060 / 37520  
FINANCIAL PROJECT NO. 212724-2  
LAFAYETTE - SUWANNEE COUNTIES  
COUNTY ROAD 250 BRIDGE NO. 370018  
AT SUWANNEE RIVER  
1.70 MILES



- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON NAD 83 (2011) STATE PLANE COORDINATES, FLORIDA NORTH ZONE, YIELDING A BEARING OF NORTH 89°17'18" EAST ALONG THE BASELINE OF SURVEY OF C.R. 250 BETWEEN BEGIN SURVEY STATION 70+00.00 (N = 452268.3550, E = 2358783.2371, SCALE FACTOR = 0.999998931, CONVERGENCE ANGLE = 00°37'16", AND P.C. STATION 82+53.72 (N = 452281.8811, E = 2360514.8559, SCALE FACTOR = 0.999989931, CONVERGENCE ANGLE = 00°37'07"). THE COORDINATES WERE ESTABLISHED BY STATIC GPS METHODS USING NGS CORS STATIONS AND THE NGS OPUS ADJUSTMENT SERVICE, AND CONVENTIONAL TRAVERSE.
  - THE SAFE UPLAND LINE OF THE SUWANNEE RIVER, AS SHOWN HEREON, WAS LOCATED IN THE FIELD BASED ON INSTRUCTIONS RECEIVED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF SURVEYING AND MAPPING ON 2/24/2015. THIS LINE IS DEFINED AS BEING "AT OR ABOVE THE ORDINARY HIGH WATER LINES AND IS SHOWN AS A REFERENCE TO THE ORDINARY HIGH WATER LINE FOR PREPARATION OF DESCRIPTIONS AND AREA CALCULATIONS.
  - UNLESS OTHERWISE NOTED ALL THE DATA DESIGNATED AS (F) IS THE RESULT OF DIRECT FIELD MEASUREMENTS, CALCULATED FROM A CLOSED FIELD TRAVERSE OR CALCULATED FROM REDUNDANT FIELD MEASUREMENTS.
  - THIS RIGHT OF WAY MAP HAS BEEN PREPARED FOR THE PURPOSE OF PREPARING LEGAL LAND DESCRIPTIONS, PREPARING ACQUISITION DOCUMENTS, MONUMENTATION, PROPERTY MANAGEMENT, AND AS AN AID IN THE APPRAISAL OF THE RIGHT OF WAY REQUIRED FOR TRANSPORTATION FACILITIES. THIS MAP IS NOT A SURVEY.
  - THIS RIGHT OF WAY MAP IS SUPPORTED BY A CONTROL SURVEY COMPLETED FOR F.D.O.T., P.P. NO. 2127242, AND BY DATA CONTAINED IN THE CAICE DATABASE FILE 3752003. THIS DATA IS FILED IN THE SURVEYING AND MAPPING SECTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT TWO OFFICE IN LAKE CITY, FLORIDA.
  - ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
  - PROPERTY BOUNDARIES HAVE BEEN DETERMINED FROM FIELD SURVEY, PLATS OF RECORD, AND TITLE REPORTS PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FOR F.D.O.T. FOR PROPERTIES WITHIN THE PROJECT CORRIDOR, SAID TITLE REPORTS ARE ON FILE IN THE SURVEYING AND MAPPING DEPARTMENT OF F.D.O.T., DISTRICT 2, LAKE CITY, FLORIDA ONCE THEY ARE FINALIZED.
  - THE CURVE DATA (TANGENT & LENGTH) AND THE CENTERLINE OF SURVEY STATIONING HAS BEEN CALCULATED BASED ON THE CENTRAL ANGLES OF THE CURVES EXPRESSED TO THE ONE-TENTH (00.1") OF A SECOND, AS DERIVED FROM THE COORDINATE VALUES FOR THE POINT OF INTERSECTION (P.I.) OF SAID CURVES. THE CENTRAL ANGLE OF THE CURVES AND ALL BEARINGS SHOWN HEREON HAS BEEN ROUNDED TO THE NEAREST SECOND (00") PER FLORIDA DEPARTMENT OF TRANSPORTATION MAPPING STANDARDS.
  - ONLY THE FIELD IMPROVEMENTS PERTINENT TO THE PARCELS TO BE ACQUIRED ARE SHOWN HEREON. FIXED INTERIOR IMPROVEMENTS AND UNDERGROUND FOUNDATION ENCROACHMENTS, IF ANY, HAVE NOT BEEN LOCATED.
  - ALL RECORDED PLATS, OFFICIAL RECORD BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF LAFAYETTE COUNTY, FLORIDA, AND SUWANNEE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
  - ALL OBJECTS TIED TO A CENTERLINE OF SURVEY SHOULD BE ASSUMED TO BE AT AN ANGLE OF 90°00'00" FROM SAID CENTERLINE, UNLESS OTHERWISE SHOWN, ALL STATION AND OFFSET POINTS ON EXISTING RIGHT OF WAY ARE TO THE CENTERLINE OF SURVEY, UNLESS OTHERWISE NOTED.
  - PROJECT LIMITS OF CONSTRUCTION LINES ARE COINCIDENT WITH THE PROPOSED RIGHT OF WAY LINES, PERPETUAL EASEMENT LINES, AND TEMPORARY CONSTRUCTION EASEMENT LINES.



**LINE TABLE**

- |   |       |
|---|-------|
| ⊕ SURVEY                                  | _____ |
| ⊕ RAILROAD                                | _____ |
| EXISTING RIGHT OF WAY LINE                | _____ |
| EXISTING LIMITED ACCESS RIGHT OF WAY LINE | _____ |
| EXISTING EASEMENT                         | _____ |
| GRANT LINE                                | _____ |
| PROPERTY LINE                             | _____ |
| SECTION LINE                              | _____ |
| SUBDIVISION LINE                          | _____ |
| TOWNSHIP AND RANGE LINE                   | _____ |
| VACATED/ORIGINAL LOT LINE                 | _____ |

LIMITS OF CONVEYANCE

- SYMBOLS**
- = BLOCK NUMBER
  - = CONCRETE MONUMENT
  - ⊕ = IRON ROD & CAP / IRON PIPE
  - ⊕ = NAIL & DISK / RAILROAD SPIKE

**INDEX**

SHEET No.	SHEET DESCRIPTION
1	COVER SHEET
2	KEY SHEET
3-10	DETAIL SHEETS
11	REFERENCE SHEET
12	TABULATION SHEET

This right of way map when recorded is an instrument of conveyance, transferring in accordance with Florida Statutes 337.29 all right, title, and interest of the Florida Department of Transportation in the road, street, highway, and lands on this map to SUWANNEE COUNTY.

Recorded in Public Records of Suwannee County, Florida, this day of \_\_\_\_\_, A.D. 2022, in Road Plat Book \_\_\_\_\_, Pages \_\_\_\_\_.

Clerk of the Circuit Court  
Suwannee County, Florida

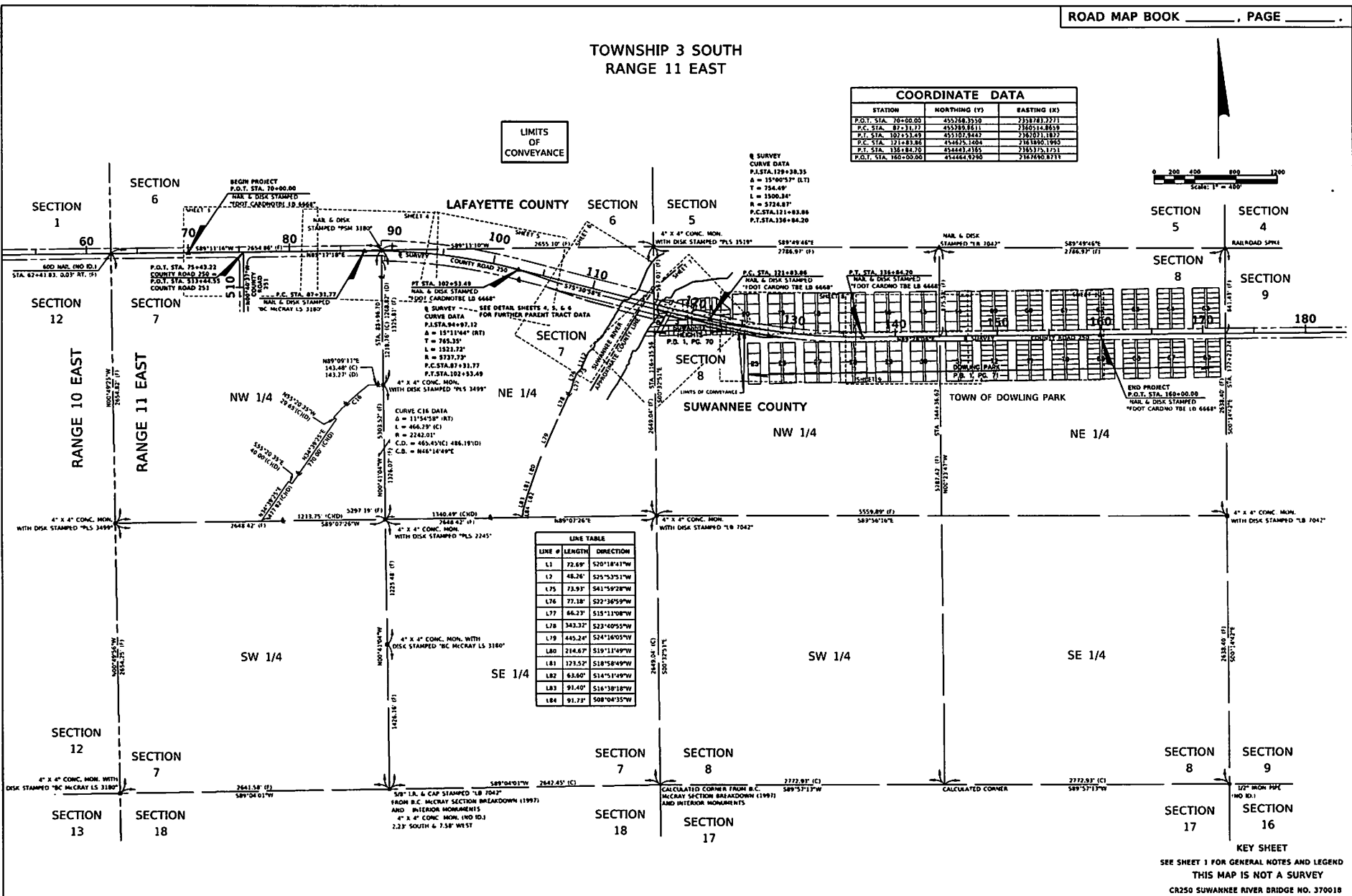
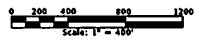
**COVER SHEET**

THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: _____ DATE: _____	BY: _____ DATE: _____	F.A.P. NO. 0082-098-B	SECTION 33060 - 37520	MAPS PREPARED BY: COPPIN, INC. 18 2975 110 001 Seneca Canal, Suite 106 Lake City, Florida 32901-1500	DATE SOURCE: CAICE DATABASE 1/21/2003
		FOR DISTRICT SECRETARY	PRELIM. BY: _____ DATE: _____	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	F.P. NO. 2127242	SHEET 3 OF 12

TOWNSHIP 3 SOUTH  
RANGE 11 EAST

COORDINATE DATA		
STATION	NORTHING (N)	EASTING (E)
P.O.T. STA. 78+00.00	455748.3530	2352783.2271
P.C. STA. 87+11.77	455753.8111	2352783.8009
P.T. STA. 102+53.49	455707.2447	2352707.1827
P.C. STA. 121+83.86	454625.1404	2352890.1995
P.T. STA. 136+82.70	454443.2155	2353375.1251
P.O.T. STA. 160+00.00	454484.9785	2347650.8711



LIMITS OF CONVEYANCE

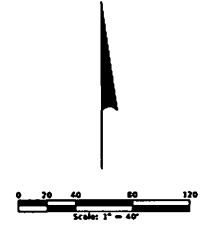
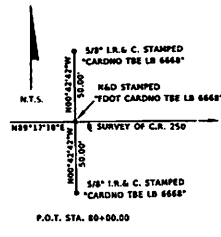
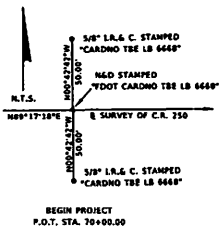
Q SURVEY  
CURVE DATA  
P.I. STA. 129+38.35  
A = 15°00'57" (LT)  
T = 756.49'  
L = 1900.34'  
R = 5724.87'  
P.C. STA. 121+83.86  
P.T. STA. 136+82.70

LINE #	LENGTH	DIRECTION
L1	72.69'	S29°18'41"W
L2	48.28'	S25°53'51"W
L3	73.97'	S41°59'28"W
L4	77.18'	S27°36'59"W
L5	66.27'	S15°11'08"W
L6	343.37'	S23°40'55"W
L7	445.24'	S24°16'05"W
L8	214.67'	S19°11'49"W
L9	173.57'	S18°58'49"W
L10	63.60'	S14°51'49"W
L11	91.40'	S16°38'18"W
L12	91.73'	S08°04'35"W

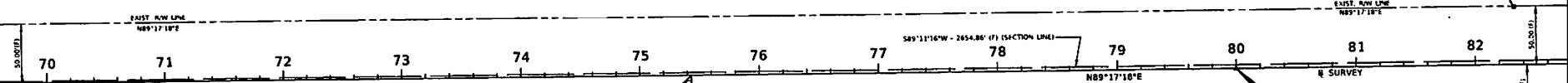
KEY SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: _____	DATE: _____	BY: _____	DATE: _____	F.A.P. NO. 0082-099-B	SECTION 33060 - 37520	MAPS PREPARED BY: CARRIE CHAMBERS (1/15/2011) SCALE: 1" = 400'
		FOR DISTRICT SECRETARY	REVISION: _____	BY: _____	DATE: _____	CHECKED: _____	DATE: _____	

TOWNSHIP 3 SOUTH  
RANGE 11 EAST



SW 1/4  
SECTION 6



BEGIN PROJECT  
P.O.T. STA. 70+00.00  
NOT STAMPED  
'FOOT CARDNO TBE LB 6668'

P.O.T. STA. 75+43.22  
COUNTY ROAD 250 =  
P.O.T. STA. 513+44.55  
COUNTY ROAD 251

153.16  
150.00' RT. CURVE DATA  
A = 90°02'05"  
L = 78.57'  
R = 50.00'  
C.D. = 75.77'  
C.B. = S45°41'39"E

153.16  
150.00' RT. CURVE DATA  
A = 89°37'35"  
L = 78.57'  
R = 50.00'  
C.D. = 76.89'  
C.B. = S44°18'21"E

P.O.T. STA. 80+00.00  
NOT STAMPED  
'FOOT CARDNO TBE LB 6668'

47x4" CONC. MON. WITH  
DISK STAMPS - 5 1/2" DIA.  
+ 3/8" X 28.00' VLY 11"

NW 1/4  
SECTION 7

COUNTY ROAD 250  
(100' R/W)

50.00' RT.

50.00' RT.

COUNTY ROAD 251  
(80' R/W)

LAFAYETTE COUNTY

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FOR DISTRICT SECRETARY

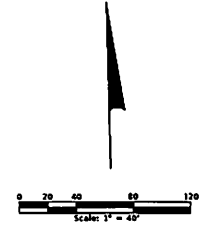
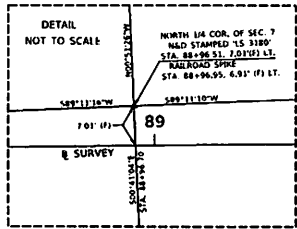
REVISION	BY	DATE	REVISION	BY	DATE

PROJEN	PL. DESIGN	DATE

F.A.P. NO. 0082-098-8 SECTION 33060 - 37520  
COUNTY ROAD NO. 250 LAFAYETTE - SUWANNEE COUNTIES

MAPS PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
CARRI INC. 18 1975  
153 SW Seventh Court, Suite 306  
Lima, Ohio, Phone 614-232-2420  
SCALE: 1" = 40'  
SHEET 3 OF 12

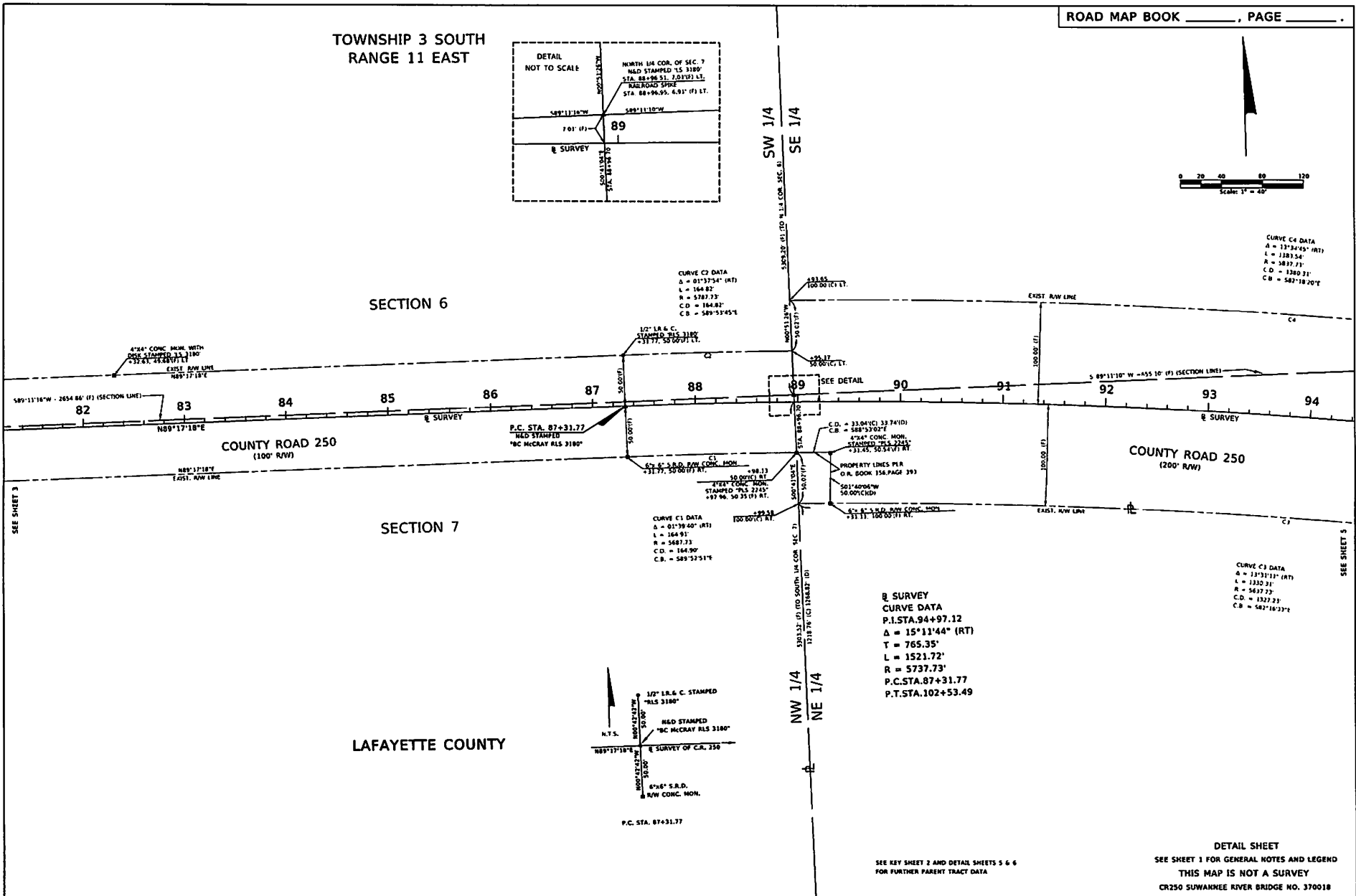
TOWNSHIP 3 SOUTH  
RANGE 11 EAST



SECTION 6

SECTION 7

LAFAYETTE COUNTY



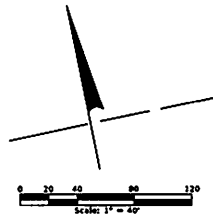
SEE KEY SHEET 2 AND DETAIL SHEETS 5 & 6 FOR FURTHER PARENT TRACT DATA

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: _____ DATE: _____	BY: _____ DATE: _____	F.A.P. NO. 0082-098-B	SECTION 33060 - 37520	MAPS PREPARED BY: _____	DATE: _____
		FOR DISTRICT SECRETARY	FOR: _____	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	SCALE: 1" = 40'	SHEET 4 OF 12

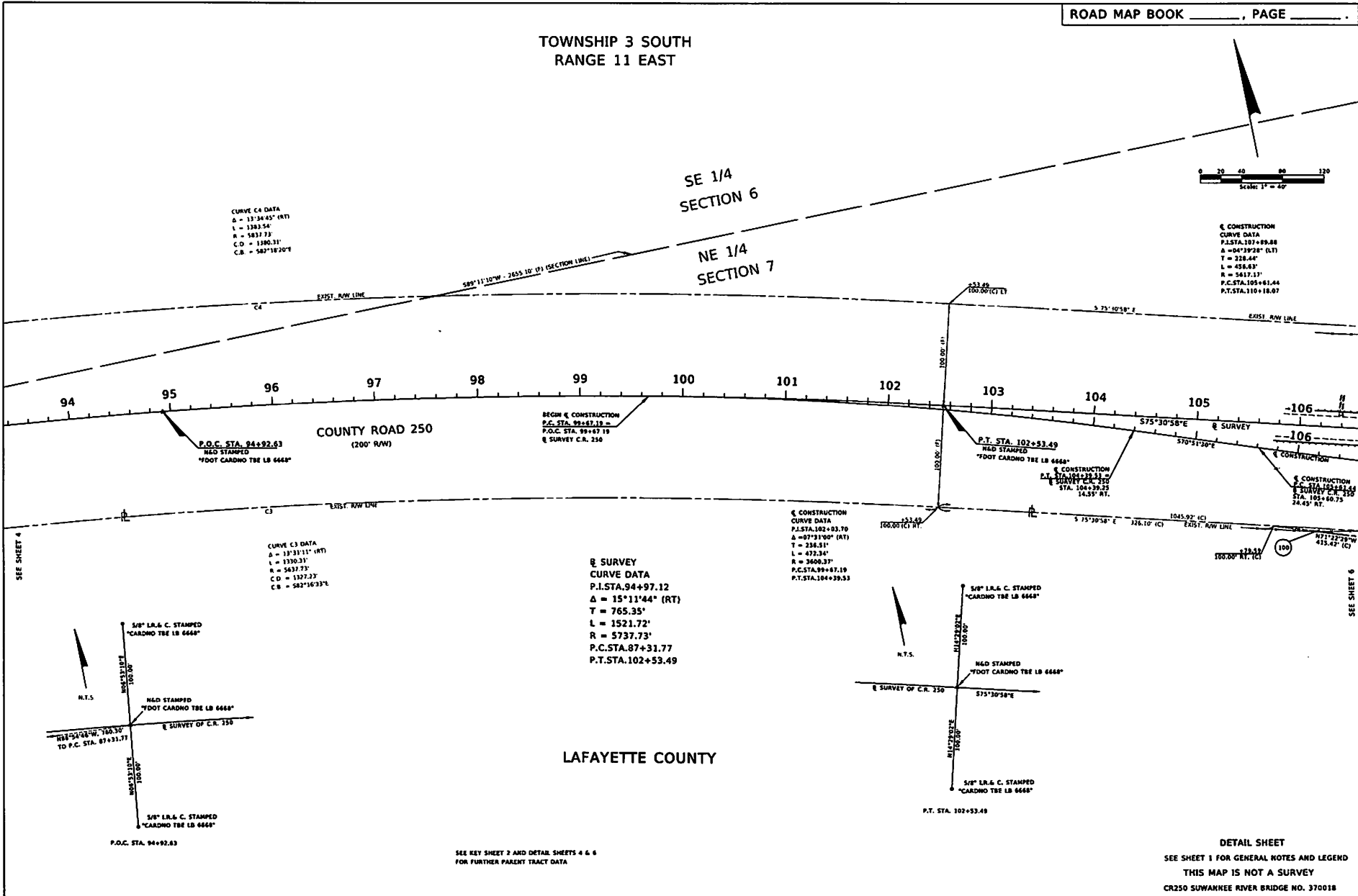
TOWNSHIP 3 SOUTH  
RANGE 11 EAST

SE 1/4  
SECTION 6  
NE 1/4  
SECTION 7



CURVE C4 DATA  
Δ = 13°38'45" (RT)  
L = 1383.54'  
R = 1837.73'  
C.D. = 1490.31'  
C.B. = 582°18'20"E

CONSTRUCTION  
CURVE DATA  
P.I. STA. 103+89.88  
Δ = 94°39'28" (LT)  
T = 228.44'  
L = 458.64'  
R = 5417.17'  
P.C. STA. 105+61.44  
P.T. STA. 110+18.07



P.O.C. STA. 94+92.63  
H&D STAMPED  
"DOT CARDNO THE LB 6668"

BEGIN CONSTRUCTION  
P.O.C. STA. 99+87.19  
P.O.C. STA. 99+87.19  
CONSTRUCTION C.R. 250

P.T. STA. 102+53.49  
H&D STAMPED  
"DOT CARDNO THE LB 6668"

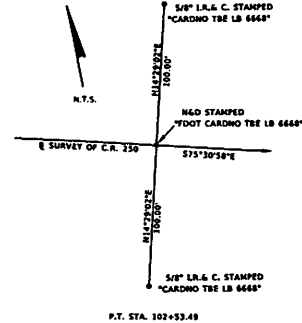
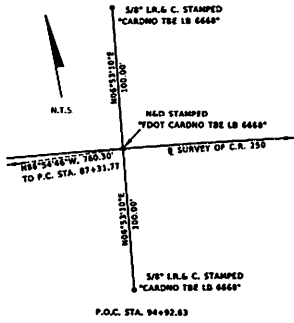
CONSTRUCTION  
P.I. STA. 104+39.53  
P.O.C. STA. 104+39.53  
CONSTRUCTION C.R. 250  
14.35' RT.

CONSTRUCTION  
P.O.C. STA. 105+61.44  
CONSTRUCTION C.R. 250  
24.45' RT.

CURVE C3 DATA  
Δ = 13°31'11" (RT)  
L = 1330.31'  
R = 5632.73'  
C.D. = 1277.23'  
C.B. = 582°16'33"E

SURVEY  
CURVE DATA  
P.I. STA. 94+97.12  
Δ = 15°11'44" (RT)  
T = 765.35'  
L = 1521.72'  
R = 5737.73'  
P.C. STA. 87+31.77  
P.T. STA. 102+53.49

CONSTRUCTION  
CURVE DATA  
P.I. STA. 102+83.70  
Δ = 97°31'00" (RT)  
T = 256.51'  
L = 473.28'  
R = 3608.37'  
P.C. STA. 99+87.19  
P.T. STA. 104+39.53



LAFAYETTE COUNTY

SEE SHEET 2 AND DETAIL SHEETS 4 & 6  
FOR FURTHER PARENT TRACT DATA

DETAIL SHEET

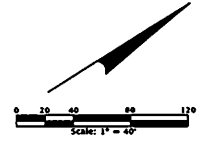
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	BY	DATE	F.A.P. NO. 0082-098-B	SECTION 33060 - 37520	MAPS PREPARED BY	DATA SOURCE			
		FOR DISTRICT SECRETARY	2/18/18	PHILIP H. BARGIS	12/16/15	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	CHERRY HILL, LD 7915 157 SW Suwannee Canal, Suite 106 Lake City, Florida 32810-1502N	DATE DATABASE 1/15/01			
		REVISION	BY	DATE	REVISION	BY	DATE	CHECKED	G. THE	3/17/15	F.P. NO. 2127242	SHEET 5 OF 12



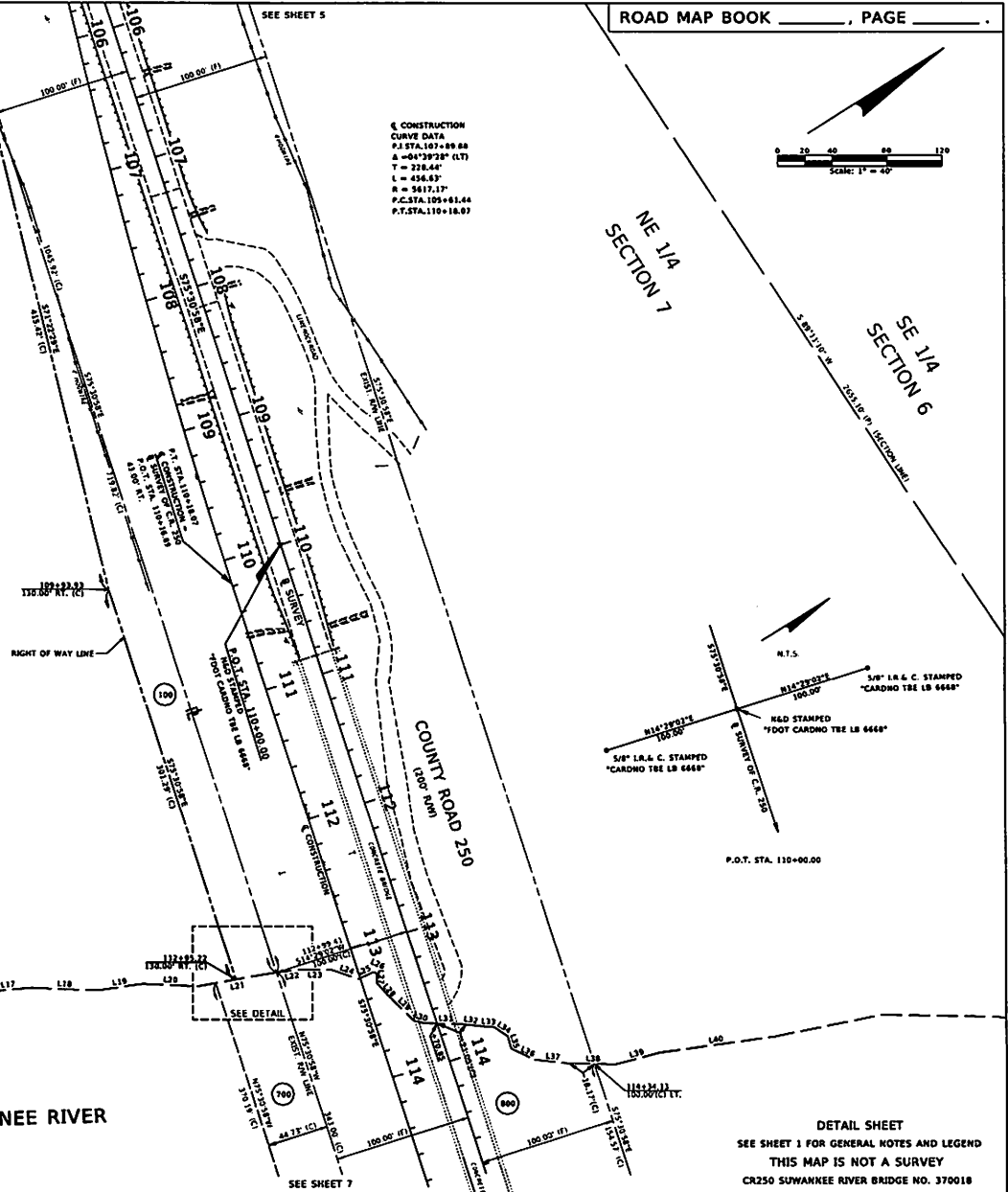
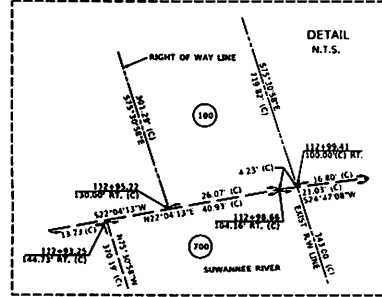
TOWNSHIP 3 SOUTH  
RANGE 11 EAST

CONSTRUCTION  
CURVE DATA  
P.I. STA. 107+88.88  
A = 64°39'28" (LT)  
T = 218.44'  
L = 454.43'  
R = 5617.17'  
P.C. STA. 105+61.84  
P.T. STA. 110+16.07



NE 1/4  
SECTION 7  
SE 1/4  
SECTION 6

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	77.69'	S20°18'41"W	L23	54.64'	S27°04'13"W
L2	48.26'	S25°53'51"W	L22	21.02'	S24°47'08"W
L3	45.57'	S24°08'36"W	L23	23.79'	N32°45'05"E
L4	28.12'	S46°06'47"W	L24	20.36'	N51°47'32"E
L5	29.82'	S48°02'16"W	L25	11.46'	N07°07'50"E
L6	22.34'	S41°18'35"W	L26	2.79'	N57°25'31"E
L7	36.56'	S14°24'47"W	L27	7.00'	S53°45'50"E
L8	12.87'	S37°48'25"W	L28	11.12'	N83°03'14"E
L9	25.77'	S52°51'13"W	L29	27.38'	N77°00'57"E
L10	23.94'	S36°51'44"W	L30	7.60'	N66°44'05"E
L11	22.41'	S60°05'57"W	L31	30.51'	N33°37'33"E
L12	17.44'	S39°23'39"W	L32	6.88'	N40°28'10"E
L13	12.57'	S24°17'53"W	L33	11.89'	N36°16'22"E
L14	31.27'	S23°48'22"W	L34	11.97'	N66°50'54"E
L15	50.47'	S31°56'59"W	L35	9.31'	S73°43'24"E
L16	37.48'	S37°31'10"W	L36	18.91'	N08°12'46"E
L17	33.88'	S27°28'13"W	L37	25.48'	N38°24'15"E
L18	48.58'	S34°23'55"W	L38	33.97'	N33°15'24"E
L19	33.22'	S23°44'45"W	L39	32.86'	N17°11'44"E
L20	39.89'	S34°51'01"W	L40	83.97'	N24°10'51"E



SEE KEY SHEET 3 AND DETAIL SHEETS 4 & 5  
FOR FURTHER PARENT TRACT DATA

LAFAYETTE COUNTY

SUWANNEE RIVER

SAFE UPLAND LINE (AT OR ABOVE THE ORDINARY HIGH  
WATER LINE) LOCATED IN THE FIELD AS THE TOP OF BANK.  
SEE NOTE TWO, SHEET ONE GENERAL NOTES

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP

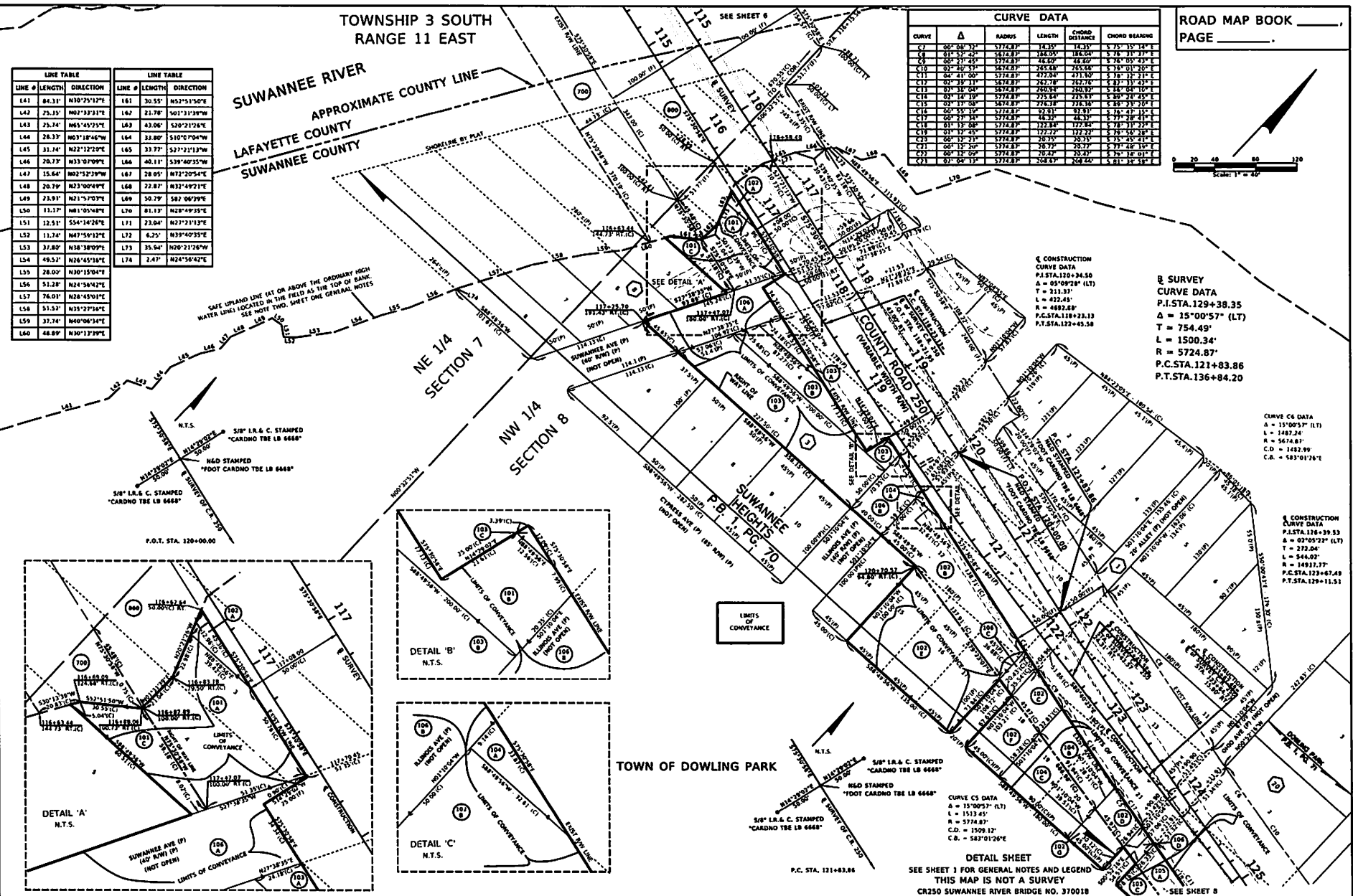
FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
FOR DISTRICT SECRETARY

REVISION	BY	DATE	CHECKED	D.T.H.	DATE

F.A.P. NO. 0082-098-B SECTION 33060 - 37520  
COUNTY ROAD NO. 250 LAFAYETTE - SUWANNEE COUNTIES  
F.P. NO. 2127242

MAPS PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
SCALE: 1" = 40'



LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L41	84.31'	N10°25'12"E	L61	30.55'	N52°51'50"W
L42	25.35'	N02°32'31"E	L62	21.78'	S01°31'38"W
L43	25.74'	N65°45'25"E	L63	43.06'	S20°21'26"W
L44	28.32'	N03°18'46"W	L64	33.80'	S10°02'04"W
L45	31.74'	N22°12'22"E	L65	33.77'	S27°21'13"W
L46	20.73'	N33°01'09"E	L66	40.11'	S39°40'35"W
L47	15.64'	N02°32'39"W	L67	28.95'	N72°20'54"E
L48	20.79'	N23°00'49"E	L68	22.87'	N32°49'21"E
L49	23.91'	N21°57'03"E	L69	50.79'	S87°06'29"E
L50	13.17'	N01°01'50"E	L70	81.12'	N28°49'25"E
L51	12.51'	S54°34'26"W	L71	73.04'	N27°21'13"E
L52	11.74'	N47°59'12"E	L72	6.25'	N39°40'35"E
L53	37.82'	N16°38'09"E	L73	35.64'	N20°21'26"W
L54	49.52'	N26°45'18"E	L74	2.47'	N24°56'42"E
L55	28.02'	N30°15'04"E			
L56	51.28'	N24°58'42"E			
L57	76.01'	N28°45'01"E			
L58	51.52'	N13°27'24"E			
L59	37.74'	N40°06'34"E			
L60	48.89'	N30°13'29"E			

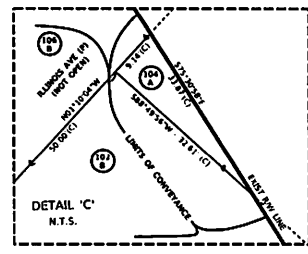
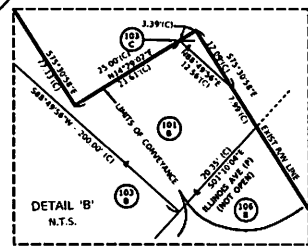
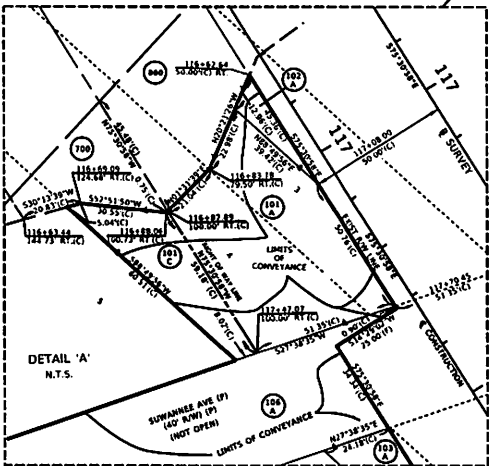
CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C7	00°00'32"	5774.87'	14.35'	14.35'	S 75° 35' 14" E
C8	01°52'45"	5872.87'	144.05'	146.04'	S 78° 31' 37" E
C9	02°12'45"	5774.87'	44.50'	44.62'	S 74° 05' 23" E
C10	02°40'57"	5874.87'	265.63'	265.66'	S 78° 01' 20" E
C11	04°41'00"	5774.87'	477.04'	471.80'	S 78° 32' 21" E
C12	02°18'11"	5874.87'	765.74'	767.11'	S 77° 13' 21" E
C13	02°18'04"	5874.87'	740.93'	740.97'	S 78° 08' 10" E
C14	02°18'19"	5774.87'	725.64'	725.61'	S 78° 01' 25" E
C15	02°17'08"	5874.87'	776.28'	776.30'	S 78° 25' 20" E
C16	02°55'12"	5774.87'	92.91'	92.91'	S 76° 57' 15" E
C17	02°52'55"	5774.87'	44.39'	44.39'	S 78° 01' 25" E
C18	01°15'08"	5774.87'	177.84'	177.84'	S 78° 31' 23" E
C19	01°17'45"	5774.87'	127.27'	127.27'	S 78° 56' 26" E
C20	02°12'12"	5774.87'	285.29'	285.29'	S 78° 11' 21" E
C21	02°12'20"	5774.87'	287.79'	287.79'	S 77° 48' 18" E
C22	02°12'02"	5774.87'	78.27'	78.27'	S 78° 18' 01" E
C23	02°04'15"	5774.87'	104.67'	104.64'	S 81° 14' 54" E

ROAD MAP BOOK \_\_\_\_\_  
PAGE \_\_\_\_\_

**B SURVEY DATA**  
 P.I.STA.129+38.35  
 Δ = 15°00'57" (LT)  
 T = 754.49'  
 L = 1500.34'  
 R = 5724.87'  
 P.C.STA.121+83.86  
 P.T.STA.136+84.20

**CURVE C6 DATA**  
 Δ = 15°00'57" (LT)  
 L = 1487.24'  
 R = 5678.27'  
 C.D. = 1482.89'  
 C.B. = 583°01'26"E

**CONSTRUCTION CURVE DATA**  
 P.I.STA.118+39.53  
 Δ = 02°05'22" (LT)  
 T = 272.04'  
 L = 546.02'  
 R = 1893.12'  
 P.C.STA.123+67.49  
 P.T.STA.129+11.51



LIMITS OF CONVEYANCE

TOWN OF DOWLING PARK

818' L.R. & C. STAMPED  
"CARDNO TBE LB 6648"

850 STAMPED  
"FOOT CARDNO TBE LB 6648"

818' L.R. & C. STAMPED  
"CARDNO TBE LB 6648"

818' L.R. & C. STAMPED  
"CARDNO TBE LB 6648"

P.C. STA. 121+83.86

**CURVE C5 DATA**  
 Δ = 15°00'57" (LT)  
 L = 1513.45'  
 R = 5774.87'  
 C.D. = 1509.12'  
 C.B. = 583°01'26"E

**DETAIL SHEET**  
 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
 THIS MAP IS NOT A SURVEY  
 CR250 SUWANNEE RIVER BRIDGE NO. 370018

MAPS PREPARED BY:  
 LARRY W. BROWN, JR.  
 158 1/2 S. Duane Street, Suite 102  
 Lake City, Florida 32904  
 SCALE: 1" = 40'

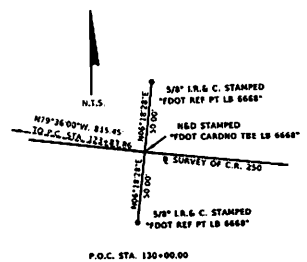
DATE SOURCE:  
 CADR DRAWING: 1/23/02

TOWNSHIP 3 SOUTH RANGE 11 EAST

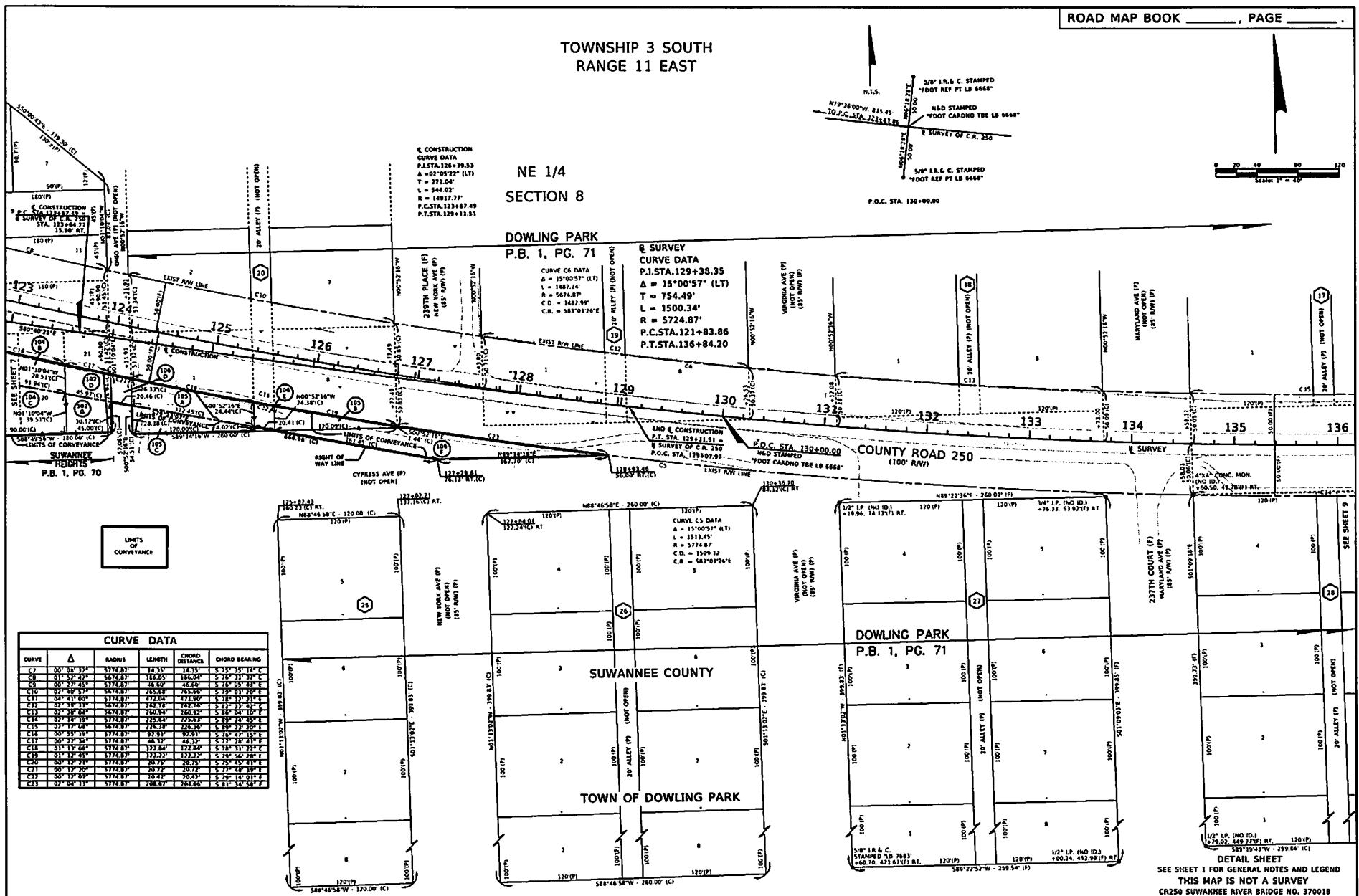
NE 1/4 SECTION 8

DOWLING PARK P.B. 1, PG. 71

CONSTRUCTION CURVE DATA  
P.I.STA.126+38.53  
Δ = 02°09'22" (LT)  
T = 272.04'  
L = 544.02'  
R = 14832.73'  
P.C.STA.123+87.49  
P.T.STA.129+11.51



P.O.C. STA. 130+00.00



LIMITS OF CONVEYANCE

**CURVE DATA**

CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00°40'33"	5174.33'	12.35'	12.35'	S 78°33'34" E
C2	01°57'47"	3572.33'	16.05'	16.05'	S 76°33'34" E
C3	00°27'45"	3772.33'	26.90'	26.90'	S 76°05'43" E
C4	01°02'51"	3172.33'	26.90'	26.90'	S 76°05'43" E
C5	04°41'00"	1772.33'	272.04'	271.90'	S 78°13'31" E
C6	02°39'11"	4872.33'	265.68'	265.56'	S 82°20'30" E
C7	02°39'04"	5072.33'	262.79'	262.70'	S 82°20'30" E
C8	01°18'15"	3772.33'	215.82'	215.62'	S 82°20'30" E
C9	01°17'42"	3872.33'	226.79'	226.56'	S 82°20'30" E
C10	00°55'19"	3772.33'	87.91'	87.91'	S 71°43'15" E
C11	00°27'30"	3772.33'	88.37'	88.37'	S 71°43'15" E
C12	01°11'06"	3772.33'	122.84'	122.84'	S 71°43'15" E
C13	01°18'45"	3772.33'	122.23'	122.23'	S 71°43'15" E
C14	00°17'20"	3772.33'	26.75'	26.75'	S 71°43'15" E
C15	00°17'09"	3772.33'	20.82'	20.82'	S 71°43'15" E
C16	00°04'11"	3772.33'	20.82'	20.82'	S 71°43'15" E

CONSTRUCTION CURVE DATA  
P.I.STA.129+38.35  
Δ = 15°00'57" (LT)  
T = 754.49'  
L = 1500.34'  
R = 5724.87'  
P.C.STA.121+83.86  
P.T.STA.136+84.20

DOWLING PARK P.B. 1, PG. 71

SUWANNEE COUNTY  
TOWN OF DOWLING PARK

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

**RIGHT OF WAY MAP**      **FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING**      **APPROVED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

BY	DATE	REVISION	BY	DATE	CHECKED	D.T.M.

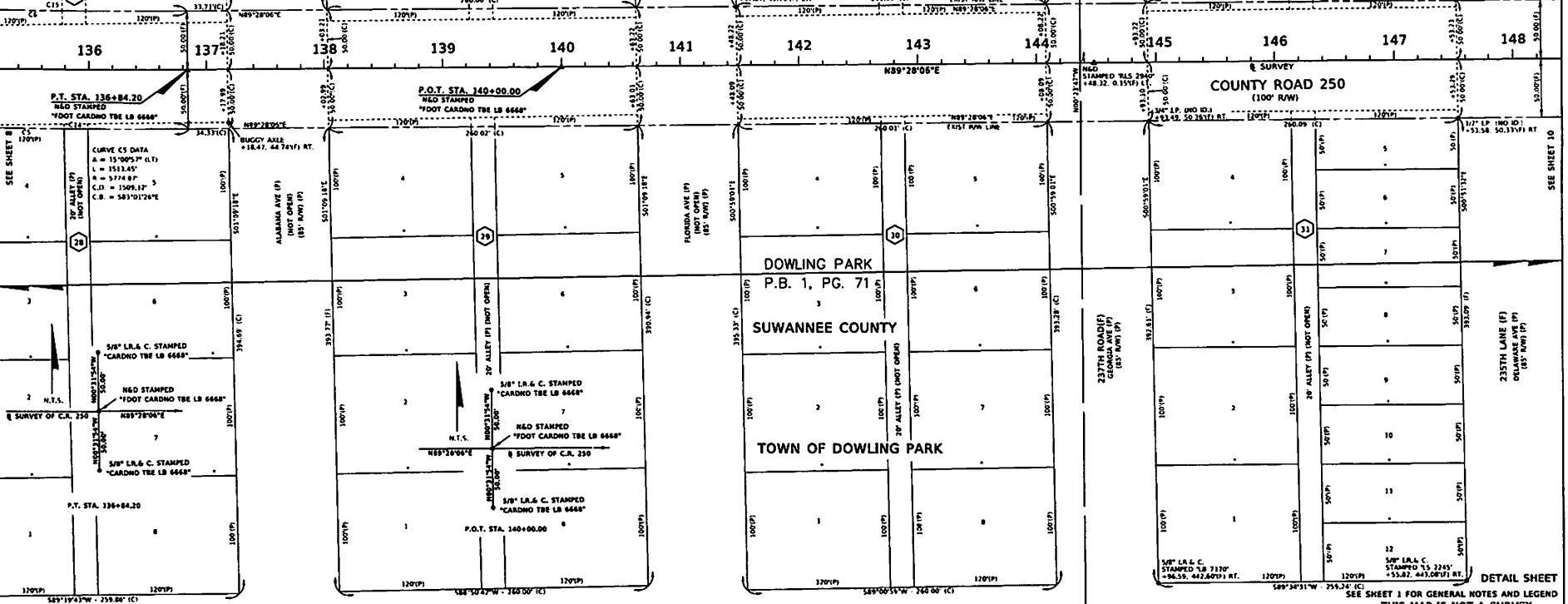
F.A.P. NO. 00B2-09B-B      SECTION 33060 - 37520      MAPS PREPARED BY: \_\_\_\_\_      DATE: \_\_\_\_\_

COUNTY ROAD NO. 250      LAFAYETTE - SUWANNEE COUNTIES      COUNTY ROAD NO. 250      LAFAYETTE - SUWANNEE COUNTIES      F.P. NO. 2127242      SHEET 8 OF 12

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	00° 00' 00"	5774.83	187.33	187.33	S 75° 00' 00" E
C2	01° 15' 00"	5774.83	186.05	186.05	S 76° 15' 00" E
C3	02° 30' 00"	5774.83	184.77	184.77	S 77° 30' 00" E
C4	03° 45' 00"	5774.83	183.49	183.49	S 78° 45' 00" E
C5	05° 00' 00"	5774.83	182.21	182.21	S 80° 00' 00" E
C6	06° 15' 00"	5774.83	180.93	180.93	S 81° 15' 00" E
C7	07° 30' 00"	5774.83	179.65	179.65	S 82° 30' 00" E
C8	08° 45' 00"	5774.83	178.37	178.37	S 83° 45' 00" E
C9	10° 00' 00"	5774.83	177.09	177.09	S 85° 00' 00" E
C10	11° 15' 00"	5774.83	175.81	175.81	S 86° 15' 00" E
C11	12° 30' 00"	5774.83	174.53	174.53	S 87° 30' 00" E
C12	13° 45' 00"	5774.83	173.25	173.25	S 88° 45' 00" E
C13	15° 00' 00"	5774.83	171.97	171.97	S 90° 00' 00" E
C14	16° 15' 00"	5774.83	170.69	170.69	S 91° 15' 00" E
C15	17° 30' 00"	5774.83	169.41	169.41	S 92° 30' 00" E
C16	18° 45' 00"	5774.83	168.13	168.13	S 93° 45' 00" E
C17	20° 00' 00"	5774.83	166.85	166.85	S 95° 00' 00" E
C18	21° 15' 00"	5774.83	165.57	165.57	S 96° 15' 00" E
C19	22° 30' 00"	5774.83	164.29	164.29	S 97° 30' 00" E
C20	23° 45' 00"	5774.83	163.01	163.01	S 98° 45' 00" E
C21	25° 00' 00"	5774.83	161.73	161.73	S 100° 00' 00" E
C22	26° 15' 00"	5774.83	160.45	160.45	S 101° 15' 00" E
C23	27° 30' 00"	5774.83	159.17	159.17	S 102° 30' 00" E

**Q SURVEY**  
**CURVE DATA**  
**P.I. STA. 129+38.35**  
**Δ = 15°00'57" (LT)**  
**T = 754.49'**  
**L = 1500.34'**  
**R = 5724.87'**  
**P.C. STA. 121+83.86**  
**P.T. STA. 136+84.20**

**Q SURVEY**  
**CURVE DATA**  
**A = 15°00'57" (LT)**  
**L = 1497.24'**  
**R = 5614.87'**  
**C.D. = 1482.99'**  
**C.B. = S83°01'24"E**



**RIGHT OF WAY MAP**

FLORIDA DEPARTMENT OF TRANSPORTATION  
 SURVEYING AND MAPPING

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 FOR DISTRICT SECRETARY: \_\_\_\_\_

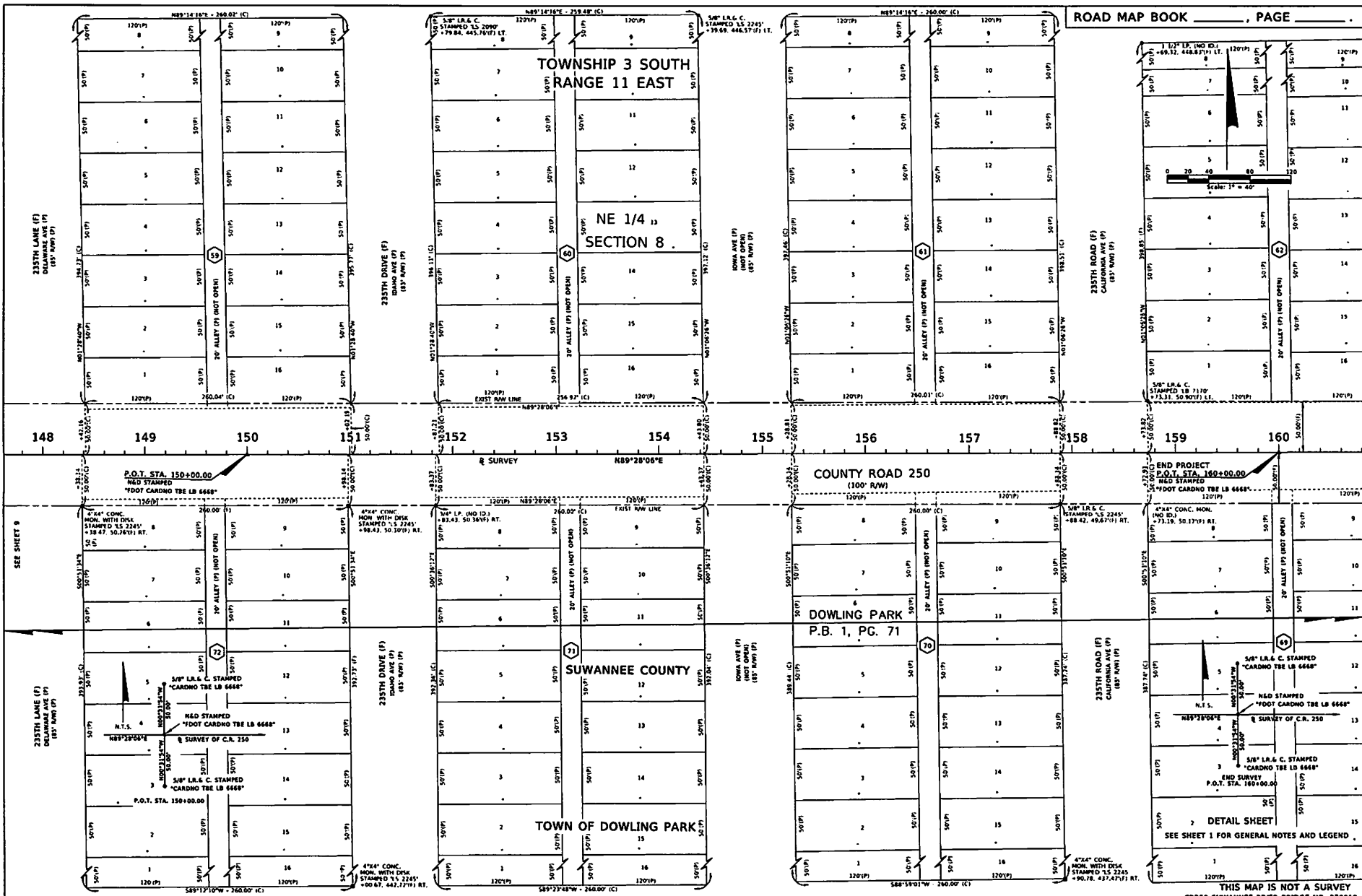
REVISION	BY	DATE	REVISION	BY	DATE

F.A.P. NO. 0002-098-B  
 COUNTY ROAD NO. 250

SECTION 33060 - 37520  
 LAFAYETTE - SUWANNEE COUNTIES

MAPS PREPARED BY: \_\_\_\_\_  
 DATE SOURCE: \_\_\_\_\_  
 SCALE: 1" = 40'  
 SHEET 9 OF 12

**DETAIL SHEET**  
 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
 THIS MAP IS NOT A SURVEY  
 CR250 SUWANNEE RIVER BRIDGE NO. 370018



RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

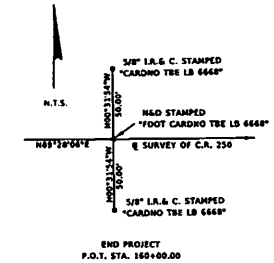
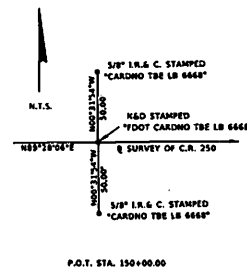
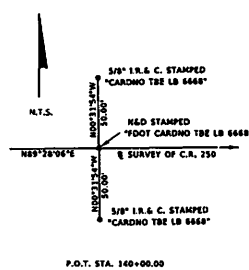
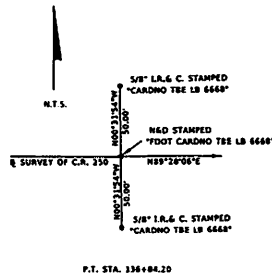
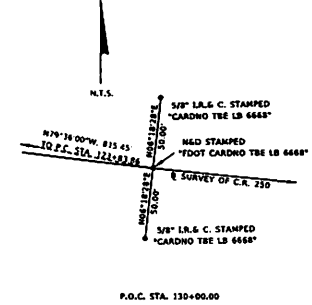
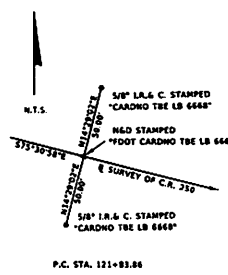
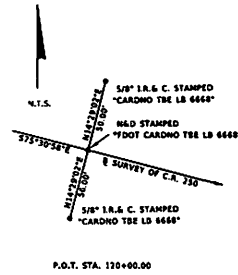
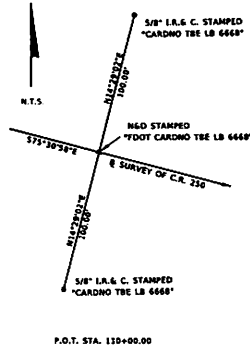
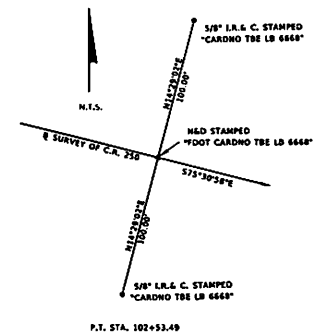
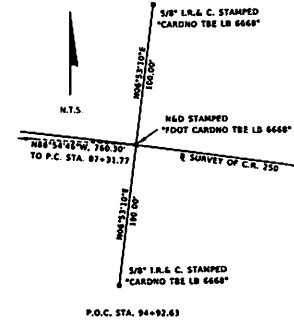
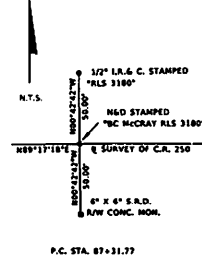
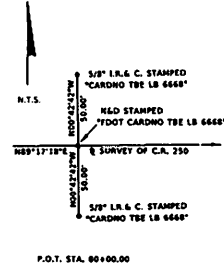
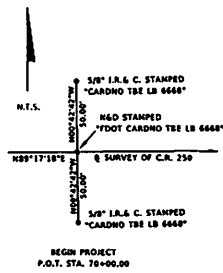
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
FOR DISTRICT SECRETARY

REVISION	BY	DATE	REVISION	BY	DATE

BY \_\_\_\_\_ DATE \_\_\_\_\_  
M. DANZON 12/06/13  
H. BRISCO 01/20/16

F.A.P. NO. 0082-098-B SECTION 33060 - 37520  
COUNTY ROAD NO. 250 LAFAYETTE - SUWANNEE COUNTIES

THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018  
MAPS PREPARED BY: \_\_\_\_\_ DATE SOURCE: \_\_\_\_\_  
131 SW 15th Street, Suite 100, Pompano Beach, FL 33062  
F.P. NO. 2127242 SCALE: 1" = 40' SHEET 10 OF 12



REFERENCE SHEET  
 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
 THIS MAP IS NOT A SURVEY  
 CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: _____ DATE: _____	BY: _____ DATE: _____	F.A.P. NO. 0082-09B-B	SECTION 33060 - 37520	MAPS PREPARED BY: _____ DATE: _____	DATA SOURCE: _____
		FOR DISTRICT SECRETARY	CHECKED: _____ DATE: _____	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	135 FOR SUWANNEE COUNTY, STATE 100 LAFAYETTE COUNTY, FLORIDA 33520-2018	SCALE: N.T.S.
		REVISION	BY	DATE			F.P. NO. 2127242

TABLE

OF

OWNERSHIPS

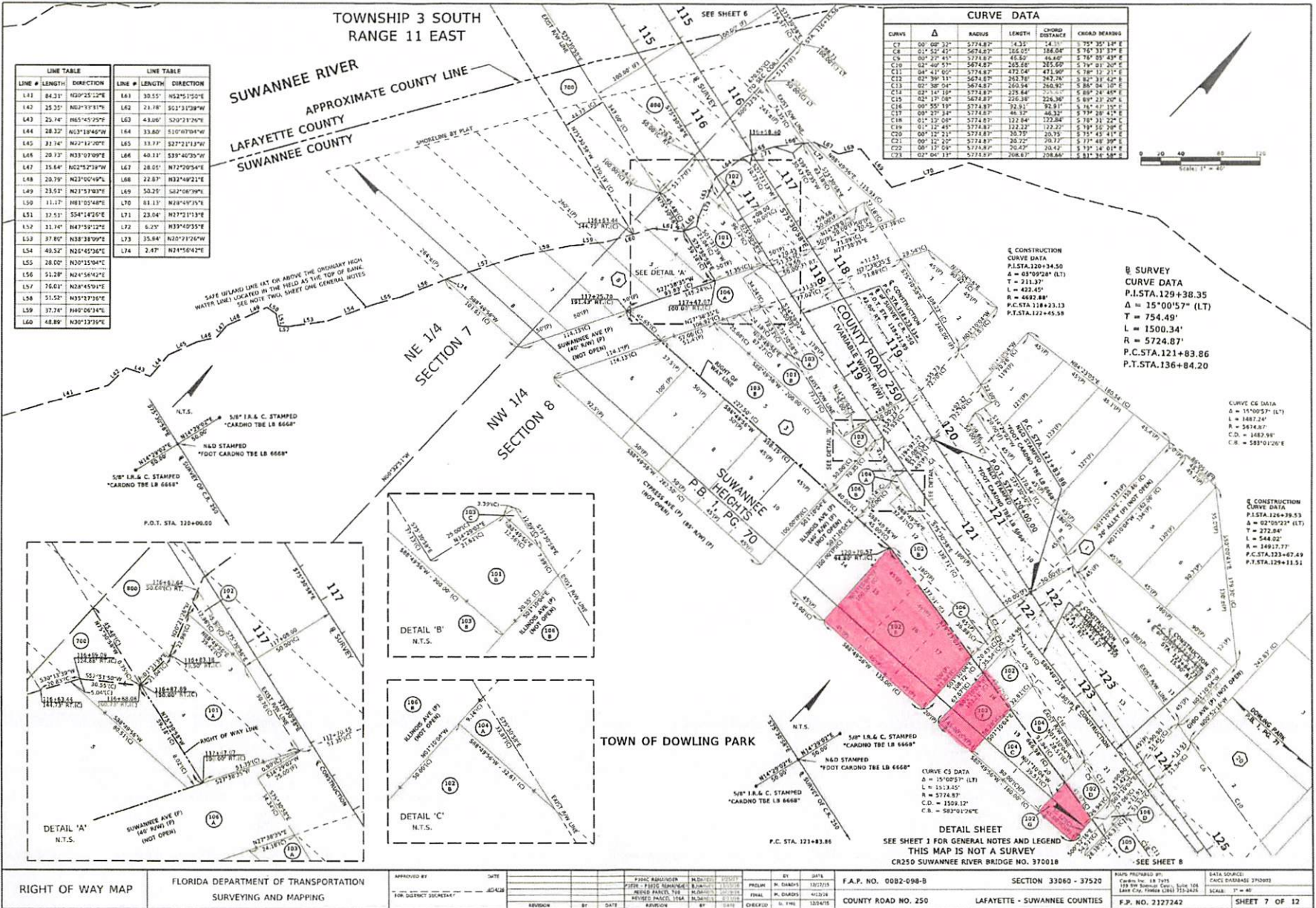
PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS		COMMENTS	RECORDING DATA	REVISIONS		
				LEFT	RIGHT			REVISION	#	DATE
100	5, 6	PEPPER LAND COMPANY, INC.	15314 SF	0	170,058 AC		2017-CA-38 0154/1 07/17/17			
101A	7	PAUL JOSEPH TONER	3500 SF	0	0	RIGHT-OF-WAY				
101B	7	PAUL JOSEPH TONER	3519 SF	0	0	RIGHT-OF-WAY	2017-CA-81 0154/1 08/01/17			
101C	7	PAUL JOSEPH TONER	1177 SF	0	0	ACQUIRED REMAINDER	2017-CA-81 0154/1 08/01/17			
102A	7	COLON HARDEN	241 SF	0	0	RIGHT-OF-WAY	OR 1957 PG 218			
102B	7	COLON HARDEN	7858 SF	0	0	RIGHT-OF-WAY	OR 1957 PG 218			
102C	7	COLON HARDEN	1537 SF	0	0	RIGHT-OF-WAY	OR 1957 PG 218			
102D	7	COLON HARDEN	1246 SF	0	0	RIGHT-OF-WAY	OR 1957 PG 218			
102E	7	COLON HARDEN	11599 SF	0	0	ACQUIRED REMAINDER	OR 1957 PG 218			
102F	7	COLON HARDEN	2834 SF	0	0	ACQUIRED REMAINDER	OR 1957 PG 218			
102G	7, 8	COLON HARDEN	1567 SF	0	0	ACQUIRED REMAINDER	OR 1957 PG 218			
103A	7	MAGGIE MERCER, FKA ETHEL MERCER, WIDOW	924 SF	0	0		OR 1956 PG 458			
103B	7	MAGGIE MERCER, FKA ETHEL MERCER, WIDOW	10488 SF	0	0		OR 1956 PG 458			
103C	7	MAGGIE MERCER, FKA ETHEL MERCER, WIDOW	20 SF	0	0		OR 1956 PG 458			
104A	7	ELLS ROBERT JACKSON	149 SF	0	0	RIGHT-OF-WAY	OR 1977 PG 438			
104B	7	ELLS ROBERT JACKSON	2748 SF	0	0	RIGHT-OF-WAY	OR 1977 PG 438			
104C	7, 8	ELLS ROBERT JACKSON	8401 SF	0	0	ACQUIRED REMAINDER	OR 1977 PG 438			
105A	7, 8	GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY	3019 SF	0	0	RIGHT-OF-WAY	OR 2019 PG 84			
105B	8	GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY	1523 SF	0	0	RIGHT-OF-WAY	OR 2019 PG 84			
105C	7, 8	GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY	1932 SF	0	0	ACQUIRED REMAINDER	OR 2019 PG 84			
106A	7	SUWANNEE COUNTY	4425 SF	N/A	N/A		OR 1953 PG 369			
106B	7	SUWANNEE COUNTY	2593 SF	N/A	N/A		OR 1953 PG 369			
106C	7	SUWANNEE COUNTY	724 SF	N/A	N/A		OR 1953 PG 369			
106D	8	SUWANNEE COUNTY	535 SF	N/A	N/A		OR 1953 PG 369			
106E	8	SUWANNEE COUNTY	488 SF	N/A	N/A		OR 1953 PG 369			
106F	8	SUWANNEE COUNTY	4398 SF	N/A	N/A		OR 1953 PG 369			
800	6, 7	TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND	1,309 AC	N/A	N/A		SUWANNEE CO. OR 2010 PG 182 LAFAYETTE CO. OR 377 PG 441			
700	6, 7	TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND	16662 SF	N/A	N/A					

LEGEND

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY	DATE	PARCEL NUMBER ID.	TYPE USE	PARCEL NUMBER ID.	TYPE USE	F.A.P. NO. 0082-098-0	SECTION 33060 - 37520	COUNTY ROAD NO. 250	LAFAYETTE SUWANNEE COUNTIES	F.P. NO. 2127242	SHEET 12 OF 12
	FOR DISTRICT SECRETARY	01/16/18	100-699	DEEDS OF ALL TYPES	800-899	PERPETUAL EASEMENTS						
			700-799	TEMPORARY EASEMENTS	900-999	LICENSE						

MAPS PREPARED BY:  
Carter, Inc., 1810 P.O.  
1350 Old Highway Court, Suite 200  
Lafayette, Florida 32304  
SCALE: N.T.S.



LINE TABLE		LINE TABLE			
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L41	84.31'	N20°25'12"E	L61	39.55'	N52°51'50"E
L42	25.35'	N02°19'31"E	L62	21.78'	S61°31'28"W
L43	25.74'	N65°45'25"E	L63	43.80'	S20°31'26"E
L44	28.32'	N03°18'46"W	L64	33.80'	S10°40'04"W
L45	31.74'	N22°12'00"E	L65	33.77'	S27°21'13"W
L46	20.73'	N33°03'09"E	L66	40.31'	S37°40'29"W
L47	35.64'	N02°52'39"W	L67	28.05'	N72°09'54"E
L48	20.79'	N23°00'49"E	L68	22.87'	N32°48'21"E
L49	23.51'	N21°53'03"E	L69	50.29'	S42°08'39"E
L50	11.17'	N01°03'48"E	L70	81.13'	N28°45'15"E
L51	37.51'	S54°14'20"E	L71	23.04'	N27°21'13"E
L52	31.74'	N47°58'12"E	L72	6.29'	N39°40'55"E
L53	37.80'	N38°38'09"E	L73	35.64'	N20°31'26"W
L54	48.52'	N26°40'24"E	L74	2.47'	N24°50'42"E
L55	28.00'	N20°15'04"E			
L56	15.28'	N24°56'42"E			
L57	76.01'	N28°45'01"E			
L58	51.52'	N35°23'26"E			
L59	37.74'	N40°06'24"E			
L60	48.89'	N30°13'35"E			

CURVE DATA						
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	
C7	00°00'33"	5774.87'	14.35'	14.35'	79°30'13"E	
C8	01°37'45"	5674.87'	185.05'	185.05'	57°03'37"E	
C9	00°37'45"	5774.87'	46.80'	46.80'	57°03'43"E	
C10	02°40'55"	5674.87'	205.88'	205.88'	57°03'20"E	
C11	01°16'00"	5774.87'	122.54'	122.54'	57°03'21"E	
C12	00°39'11"	5674.87'	263.78'	263.78'	57°03'42"E	
C13	00°30'54"	5674.87'	264.34'	264.34'	57°03'40"E	
C14	02°14'18"	5774.87'	275.64'	275.64'	57°03'45"E	
C15	00°30'54"	5674.87'	275.38'	275.38'	57°03'40"E	
C16	00°55'19"	5774.87'	32.91'	32.91'	57°03'45"E	
C17	00°27'34"	5774.87'	46.37'	46.37'	57°03'45"E	
C18	01°12'04"	5774.87'	122.84'	122.84'	57°03'20"E	
C19	01°12'44"	5774.87'	122.22'	122.22'	57°03'20"E	
C20	00°12'04"	5774.87'	70.77'	70.77'	57°03'45"E	
C21	00°12'24"	5774.87'	70.77'	70.77'	57°03'45"E	
C22	00°12'04"	5774.87'	70.77'	70.77'	57°03'45"E	
C23	01°00'11"	5774.87'	206.87'	206.87'	57°03'45"E	

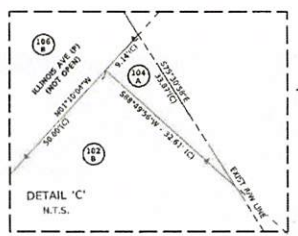
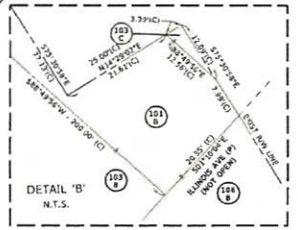


**CONSTRUCTION CURVE DATA**  
 P.I. STA. 120+34.50  
 Δ = 03°00'24" (LT)  
 T = 211.37'  
 L = 422.45'  
 R = 4482.88'  
 P.C. STA. 118+23.13  
 P.T. STA. 122+45.59

**SURVEY CURVE DATA**  
 P.I. STA. 129+38.35  
 Δ = 15°00'57" (LT)  
 T = 754.49'  
 L = 1500.34'  
 R = 5724.87'  
 P.C. STA. 121+83.86  
 P.T. STA. 136+84.20

CURVE C6 DATA  
 Δ = 15°00'57" (LT)  
 L = 1482.24'  
 R = 5614.87'  
 C.D. = 1482.96'  
 C.B. = 583°01'20"E

**CONSTRUCTION CURVE DATA**  
 P.I. STA. 124+39.53  
 Δ = 02°00'24" (LT)  
 T = 272.84'  
 L = 544.02'  
 R = 1449.37'  
 P.C. STA. 123+67.49  
 P.T. STA. 129+11.51



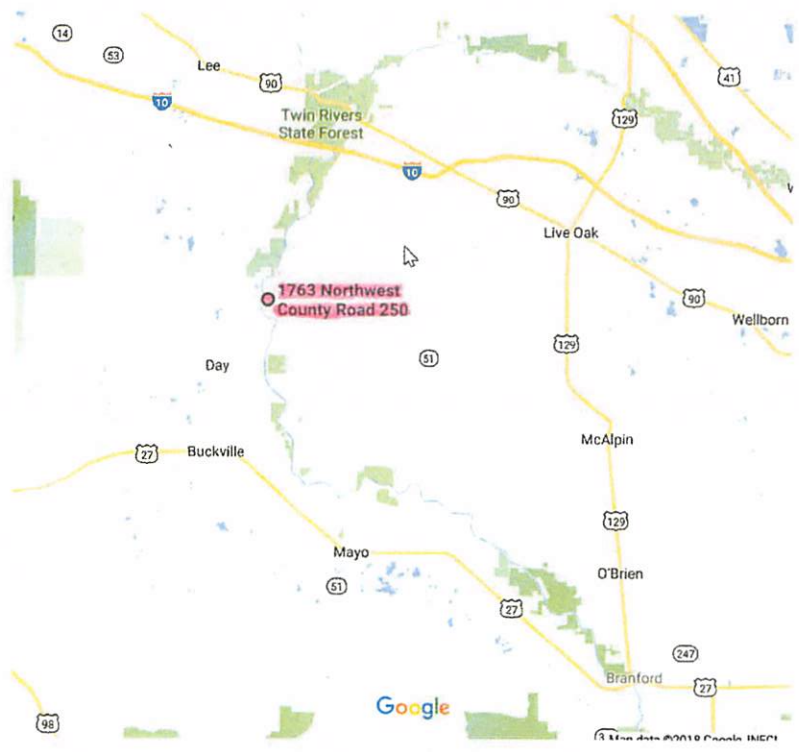
CURVE C3 DATA  
 Δ = 15°00'57" (LT)  
 L = 1512.25'  
 R = 5724.87'  
 C.D. = 1509.12'  
 C.B. = 583°01'24"E

**DETAIL SHEET**  
 SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
 THIS MAP IS NOT A SURVEY  
 CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: [Signature]	DATE: JUN 28	BY: [Signature]	DATE: JUN 14	F.A.P. NO. 0082-098-B	SECTION 33080 - 37520	MAPS PREPARED BY: [Signature]	DATA SOURCE: [Signature]
		FOR DISTRICT SUPERVISOR:		BY: [Signature]	DATE: JUN 14	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	SCALE: 1" = 40'	SHEET 7 OF 12







30.243781, -83.247593

30.243762, -83.247075

30.243759, -83.246754

**EXHIBIT "A"**

Section No. 33060-37520    County Road No. 250; Bridge No. 370018    Suwannee County  
F.P. No. 2127242

Parcel 101 (Excess 6468)

PART "C" (Acquired Remainder)

Fee Simple

A Part Of Block 8 Plat Of Suwannee Heights As Recorded In Plat Book 1, Page 70 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South 00°32'51" East, Along The West Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South 75°30'58" East, Along Said Baseline Of Survey, A Distance Of 154.89 Feet; Thence South 27°38'35" West, A Distance Of 102.70 Feet To The **Point Of Beginning**; Thence South 27°38'35" West, A Distance Of 8.02 Feet; Thence South 88°49'56" West, A Distance Of 80.51 Feet More Or Less To The Easterly Ordinary High Water Line Of The Suwannee River; Thence Northeasterly Along Said Easterly Ordinary High Water Line as Referenced By The Following 3 Courses: 1) North 30°13'39" East, A Distance Of 5.04 Feet; 2) Thence North 52°51'50" East, A Distance Of 30.55 Feet; 3) Thence North 01°31'39" East, A Distance Of 0.75 Feet; Thence South 75°30'58" East, A Distance Of 59.18 Feet To The **Point Of Beginning**.

Containing 1177 Square Feet, More Or Less.

**EXHIBIT "A"**

Section No. 33060-37520    County Road No. 250; Bridge No. 370018    Suwannee County  
F.P. No. 2127242

Parcel 105 (Excess 6466)

Part "C" (Acquired Remainder)

FEE SIMPLE

A Part Of Block 20, Plat Of Dowling Park As Recorded In Plat Book 1, Page 71 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South 00°32'51" East, Along The Westerly Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South 75°30'58" East, Along Said Baseline Of Survey, A Distance Of 568.30 Feet, To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 5724.87 Feet; Thence Along Said Baseline Of Survey And Curve, Through An Angle Of 02°16'56", An Arc Distance Of 228.05 Feet And A Chord Bearing And Distance Of South 76°39'26" East, 228.03 Feet; Thence South 00°52'16" East, A Distance Of 77.65 Feet To The **Point Of Beginning**; Thence South 79°23'07" East, A Distance Of 122.45 Feet; Thence South 00°52'16" East, A Distance Of 4.02 Feet; Thence South 89°14'16" West, A Distance Of 120.00 Feet; Thence North 00°52'16" West, A Distance Of 28.18 Feet To The **Point Of Beginning**.

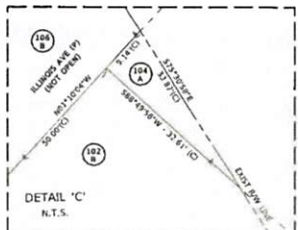
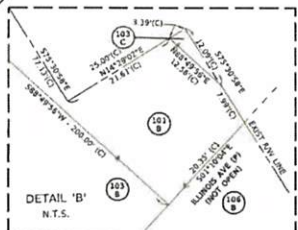
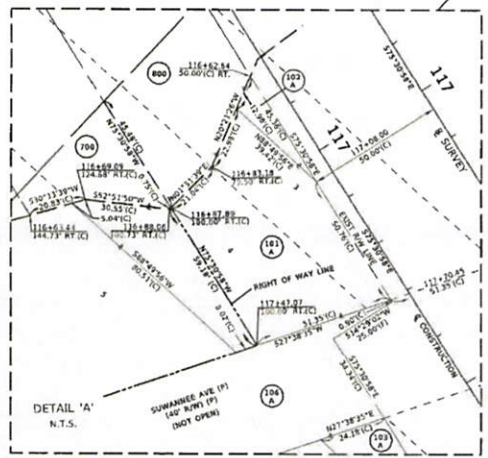
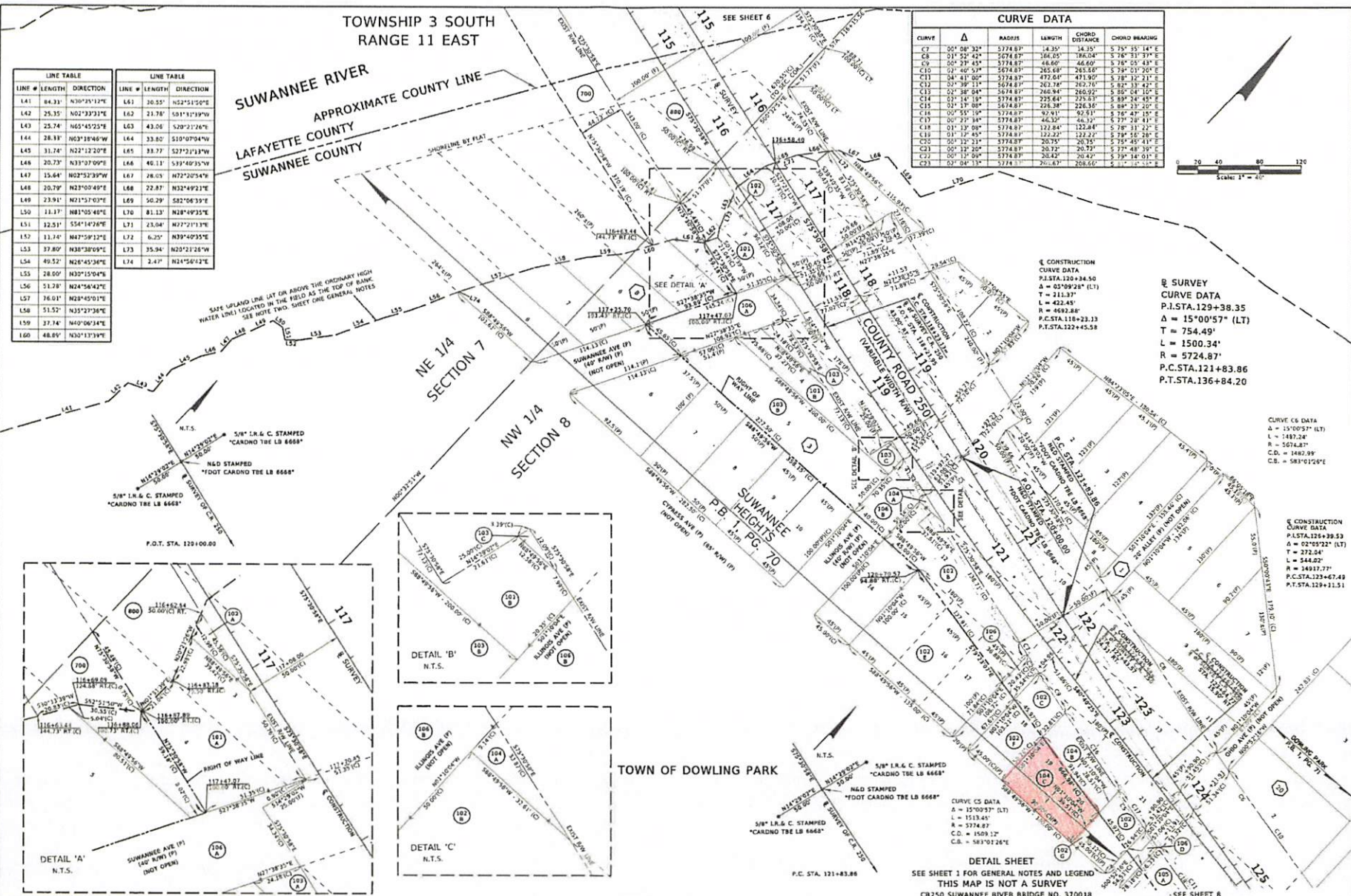
Containing 1932 Square Feet, More Or Less.

TOWNSHIP 3 SOUTH  
RANGE 11 EAST

SUWANNEE RIVER  
APPROXIMATE COUNTY LINE  
LAFAYETTE COUNTY  
SUWANNEE COUNTY

LINE TABLE		LINE TABLE			
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L41	84.31	N30°31'12"E	L61	20.55	N22°51'50"E
L42	25.35	N02°33'21"E	L62	21.78	S91°18'39"W
L43	25.74	N65°45'25"E	L63	43.06	S28°21'26"E
L44	28.33	N03°28'46"W	L64	33.80	S19°07'04"W
L45	31.74	N22°12'20"E	L65	33.77	S27°21'13"W
L46	20.73	N33°27'09"E	L66	40.11	S37°49'35"W
L47	15.64	N02°52'39"W	L67	26.03	N22°20'54"E
L48	20.79	N23°00'49"E	L68	22.87	N32°49'23"E
L49	23.91	N21°51'02"E	L69	50.29	S27°06'39"E
L50	11.17	N81°55'49"E	L70	81.13	N28°49'35"E
L51	12.51	S54°14'36"E	L71	23.04	N77°21'13"E
L52	11.74	N47°59'12"E	L72	6.25	N39°40'35"E
L53	37.80	N38°30'09"E	L73	35.94	N29°21'28"W
L54	49.52	N26°45'36"E	L74	3.47	N21°56'42"E
L55	28.00	N03°15'04"E			
L56	51.78	N24°56'42"E			
L57	76.01	N28°45'01"E			
L58	51.52	N35°22'38"E			
L59	37.74	N49°06'14"E			
L60	48.89	N30°13'39"E			

CURVE DATA						
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING	
C7	00°08'32"	5774.87	14.35	14.35	S 75° 35' 14" E	
C8	01° 52' 54"	5774.87	146.50	146.50	S 78° 31' 39" E	
C9	00° 29' 45"	5774.87	46.60	46.60	S 78° 05' 48" E	
C10	01° 18' 34"	5774.87	245.50	245.50	S 79° 19' 20" E	
C11	04° 41' 00"	5774.87	472.64	471.90	S 78° 32' 21" E	
C12	02° 20' 30"	5674.87	262.74	262.70	S 82° 33' 42" E	
C13	02° 18' 34"	5674.87	246.84	246.90	S 80° 04' 10" E	
C14	01° 14' 18"	5774.87	235.64	235.51	S 89° 24' 45" E	
C15	02° 18' 34"	5674.87	246.84	246.90	S 80° 04' 10" E	
C16	00° 55' 34"	5774.87	42.91	42.81	S 78° 47' 18" E	
C17	00° 27' 34"	5774.87	42.30	42.32	S 77° 28' 43" E	
C18	01° 13' 08"	5774.87	123.84	123.84	S 78° 31' 39" E	
C19	01° 12' 45"	5774.87	122.22	122.22	S 78° 55' 28" E	
C20	00° 32' 14"	5774.87	26.75	26.75	S 78° 45' 41" E	
C21	00° 32' 20"	5774.87	26.75	26.75	S 79° 48' 39" E	
C22	00° 12' 04"	5774.87	30.42	30.42	S 79° 14' 01" E	
C23	00° 04' 18"	5774.87	200.44	200.40	S 77° 15' 10" E	



CONSTRUCTION CURVE DATA  
P.I.STA.120+34.50  
Δ = 02°09'28" (LT)  
T = 213.77'  
L = 424.45'  
R = 4692.88'  
P.C.STA.118+23.13  
P.T.STA.122+45.58

SURVEY CURVE DATA  
P.I.STA.129+38.35  
Δ = 15°00'57" (LT)  
T = 754.49'  
L = 1500.34'  
R = 5724.87'  
P.C.STA.121+83.86  
P.T.STA.136+84.20

CURVE CS DATA  
Δ = 15°00'57" (LT)  
L = 1483.24'  
R = 5674.87'  
C.D. = 1480.99'  
C.B. = 583°02'04"

CONSTRUCTION CURVE DATA  
P.I.STA.124+39.53  
Δ = 02°05'22" (LT)  
T = 272.04'  
L = 544.02'  
R = 3493.77'  
P.C.STA.124+47.49  
P.T.STA.129+11.51

CURVE CS DATA  
Δ = 15°00'57" (LT)  
L = 1513.45'  
R = 5714.87'  
C.D. = 1509.12'  
C.B. = 583°02'26"

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION  
SURVEYING AND MAPPING

APPROVED BY:	DATE:	DATE:	DATE:	DATE:
FOR DISTRICT MANAGER:	DATE:	DATE:	DATE:	DATE:
REVISION:	BY:	DATE:	REVISION:	BY:

F.A.P. NO. 0082-09B-8 SECTION 33060 - 37520  
COUNTY ROAD NO. 250 LAFAYETTE - SUWANNEE COUNTIES

MAPS PREPARED BY:  
CANYON INC. LA 7075  
181 DE LAUNDRY AVENUE, SUITE 200  
LAFAYETTE, LOUISIANA 70503-2625  
SCALE: 1" = 40'  
DATA SOURCES:  
CANYON DATAMAN 4700203  
DATE: 11/11/11  
SHEET 7 OF 12

AERIAL SITE PHOTOGRAPH (Mapwise.Com)



EXHIBIT "A"

Section No. 33060-37520    County Road No. 250; Bridge No. 370018    Suwannee County  
F.P. No. 2127242

Parcel 102 (Excess 6467)

Part "E" (Acquired Remainder) Fee Simple

A Part Of Block 1 Plat Of Suwannee Heights As Recorded In Plat Book 1, Page 70 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South 00°32'51" East, Along The West Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South 75°30'58" East, Along Said Baseline Of Survey, A Distance Of 381.71 Feet; Thence South 01°10'04" East, A Distance Of 111.06 Feet; Thence South 88°49'56" West, A Distance Of 45.00 Feet To The **Point Of Beginning**; Thence South 79°23'07" East, A Distance Of 137.91 Feet; Thence South 01°10'04" East, A Distance Of 71.84 Feet; Thence North 88°49'56" East, A Distance Of 135.00 Feet; Thence North 01°10'04" West, A Distance Of 100.00 Feet To The **Point Of Beginning**.

Containing 11599 Square Feet, More Or Less.

ALSO:

Part "F" (Acquired Remainder) Fee Simple

A Part Of Block 1 Plat Of Suwannee Heights As Recorded In Plat Book 1, Page 70 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South 00°32'51" East, Along The West Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South 75°30'58" East, Along Said Baseline Of Survey, A Distance Of 568.30 Feet, To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 5724.87 Feet; Thence Along Said Baseline Of Survey And Curve, Through An Angle Of 00°12'40", An Arc Distance Of 21.10 Feet And A Chord Bearing And Distance Of South 75°37'18" East, 21.10 Feet; Thence South 01°10'04" East, A Distance Of 87.40 Feet To The **Point Of Beginning**; Thence South 79°23'07" East, A Distance of 45.97 Feet; Thence South 01°10'04" East, A Distance Of 58.28 Feet; Thence North 88°49'56" West, A Distance Of 45.00 Feet; Thence North 01°10'04" West, A Distance Of 67.67 Feet To The **Point Of Beginning**.

Containing 2834 Square Feet, More Or Less.

ALSO:

Part "G" (Acquired Remainder)

Fee Simple

A Part Of Block 1 Plat Of Suwannee Heights As Recorded In Plat Book 1, Page 70 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South  $00^{\circ}32'51''$  East, Along The West Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South  $75^{\circ}30'58''$  East, Along Said Baseline Of Survey, A Distance Of 568.30 Feet, To The Point Of Curvature Of A Curve To The Left, Having A Radius Of 5724.87 Feet; Thence Along Said Baseline Of Survey And Curve, Through An Angle Of  $02^{\circ}04'20''$ , An Arc Distance Of 207.04 Feet And A Chord Bearing And Distance Of South  $76^{\circ}33'07''$  East, 207.03 Feet; Thence South  $01^{\circ}10'04''$  East, A Distance Of 78.36 Feet To The **Point Of Beginning**; Thence South  $01^{\circ}10'04''$  East, A Distance Of 30.12 Feet; Thence South  $88^{\circ}49'56''$  West, A Distance of 45.00 Feet; Thence North  $01^{\circ}10'04''$  West, A Distance Of 39.51 Feet; Thence South  $79^{\circ}23'07''$  East, A Distance Of 45.97 Feet To The **Point Of Beginning**.

Containing 1567 Square Feet, More Or Less.





*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, Florida 32025

MIKE DEW  
SECRETARY

December 12, 2017

The Honorable Ricky Gamble, Chair  
Suwannee County BOCC  
13150 80<sup>th</sup> Terrace  
Live Oak, Florida 32060

**Subject: TRANSFER & MAINTENANCE AGREEMENT**  
**Bridge Replacement of CR 250 Suwannee River Bridge #370018**  
**Financial Project ID: 212724-2-52-01**  
**Federal ID No.: D217-065-B**

Dear Chair Gamble:

Enclosed for your file is a fully executed copy of the Transfer & Maintenance Agreement for the subject project.

Thank you for your assistance in securing approval and execution of this agreement. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7402

Sincerely,

Kim Evans  
District Local Programs Administrator

/ke  
Enclosures

cc: Mr. Randy Harris, County Manager

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

**TRANSFER AND MAINTENANCE AGREEMENT**

**THIS TRANSFER AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Suwannee County ("Agency").

**-RECITALS-**

1. The term "Property" shall collectively refer to certain real property located in Suwannee County, Florida, portions of which are owned by the Agency and referred to as the "Maintained Property", and portions of which are currently owned or in the process of being purchased by the Department and referred to as the "Transferred Property", all of which is more particularly shown in **Exhibit "A" (SUWANNEE)** (the Maintained Property is shaded in orange, the Transferred Property is shaded in purple); and
2. Portions of the Transferred Property include a perpetual easement acquired by the Department from the Trustees of the Internal Improvement Trust Fund ("TIITF Easement"), as more particularly shown on **Exhibit A (SUWANNEE)** (the areas of the Transferred Property that include the TIITF Easement are shaded in blue); and
3. There is a bridge known as the CR 250 Suwannee River Bridge No. 370018 ("Bridge"), as shown in **Exhibit "B"**, which is approximately 730 feet long and portions of which lie in both Suwannee and Lafayette Counties; and
4. For purposes of this Agreement, the portion of the Bridge identified in **Exhibit A** is owned by the Agency and exists only in Suwannee County; and
5. The Department will be replacing the Bridge via Financial Project Number ("FIN") 212724-2-52-01, and;
6. Construction of the Bridge replacement required acquisition of additional right-of-way; and
7. For purposes of this Agreement, the term "Improvements" means and shall refer to the Bridge replacement and widening and roadway reconstruction, all of which will be constructed on or within the Property, as more particularly shown in **Exhibit B**; and
8. The Department and the Agency previously executed a Construction and Maintenance Agreement on May 2, 2016, ("CMA"), attached as **Exhibit "C"**, establishing construction and maintenance responsibilities for the Project and Improvements; and
9. The parties agree that the previously executed CMA shall be replaced in its entirety by this Agreement; and
10. The parties intended for all of the Property and Improvements to be owned, operated, and maintained by the Agency upon completion of the Project; however, the CMA did not identify or provide a means by which a transfer of the real property and Improvements would occur; and
11. The Department shall construct the Improvements on the Property; and
12. The Department's ability to fund construction of the Improvements is wholly contingent on appropriation of funds to the Department; and
13. A date for the commencement of construction of the Improvements has not been established; and
14. Upon completion of the Project and construction of the Improvements, the Department will transfer the Transferred Property to the Agency via map transfer or any other means of conveyance as required by law, as determined by the Department ("Conveyance"); and

15. The Agency agrees to receive and accept ownership of the Transferred Property via Conveyance; and

16. Upon completion of the Project and contemporaneously with the conveyance of the Transferred Property, the Agency agrees to make every reasonable good faith effort to cause the TIITF to allow the transfer or assignment of the TIITF Easement located on or within the Property, from the Department to the Agency; and

17. Upon completion of the Conveyance, the Agency agrees that it shall own, operate, maintain and repair the Transferred Property and the Improvements therein at its sole cost and expense; and

18. Upon transfer or assignment of the TIITF Easement from the Department to the Agency, the Agency agrees that it shall own, operate, maintain and repair the TIITF Easement and any Improvements therein at its sole cost and expense; and

19. In the event the TIITF Easement is not able to be transferred from the Department to the Agency, the Agency agrees that it shall operate, maintain and repair the TIITF Easement, and any Improvements contained therein, in accordance with the Operation, Maintenance & Repair section of this Agreement; and

20. The Agency, by Resolution 2018-09 dated November 29, 2017 has authorized its representative to execute and enter this Agreement on behalf of the Agency, see Exhibit "D".

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

**4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

**5. E-VERIFY**

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract, and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with

requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

#### **10. CONVEYANCE OF TRANSFERRED PROPERTY AND TIITF EASEMENT**

A. Upon completion of the Project, the Department shall convey the Transferred Property to the Agency by the Conveyance. The Agency, by execution of this Agreement, agrees that it will accept the Transferred Property and all Improvements as well as all maintenance responsibilities described in paragraph 11 below, immediately upon Conveyance by the Department.

B. Contemporaneously with the conveyance of the Transferred Property, the Agency further agrees to make every good faith effort to cause the TIITF Easement, and all Improvements contained therein, owned by the Department to be transferred or assigned to the Agency by the TIITF. Upon conveyance of the TIITF Easement, the Agency will assume all maintenance responsibilities described in paragraph 11 below. In the event the TIITF Easement is not conveyed to the Agency, the Agency agrees to operate, maintain and repair the same in accordance with paragraph 11, below.

C. The Agency shall continue to own, operate, maintain, and repair the Maintained Property, and all Improvements therein, following completion of the Project.

#### **11. OPERATION, MAINTENANCE & REPAIR**

A. Upon completion of all Conveyances, the Agency shall own, operate, maintain, and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvements. Should the Agency fail to operate, maintain, and repair the Improvements in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid*

*Projects Under Local, Jurisdiction, Topic No. 850-065-001, under the authority of Title 23, Section 116, U.S. Code, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvements. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.*

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **13. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2017).

#### **15. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Kim Evans, District Local Programs Administrator

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

1109 South Marion Avenue  
Lake City, Florida 32025

Agency: Randy Harris, County Administrator  
Suwannee County Administration Office  
13150 80<sup>th</sup> Terrace  
Live Oak, Florida 32064

#### **16. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida.

#### **17. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

#### **18. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

#### **19. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

#### **20. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

#### **21. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

#### **22. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

#### **23. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the

subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **24. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

#### **25. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **26. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **27. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **28. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way, define, limit, extend or describe the scope of the Agreement, or any provision hereof.

#### **29. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

#### **30. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **31. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **32. FEDERAL NON-PARTICIPATING ITEMS**

A. The Agency understands and agrees that only Improvements deemed to be federal participating as determined in accordance with the Federal Highway Administration's Code of Federal Regulations ("CFR") shall be compensable via this Project FIN.

B. Any items, as solely determined, in accordance with the CFR, by the Department, which are deemed to be federal non-participating items, shall be funded at the sole expense of the Agency.

#### **33. PUBLIC RECORDS**

Agency shall:

A. Contact the Department's Custodian of Public Records at (386) 758-3727; D2 [prcustodian@dot.state.fl.us](mailto:prcustodian@dot.state.fl.us); and Public Records Custodian, 1109 South Marion Avenue, MS 2009, Lake City, Florida 32025, if Agency has any questions regarding the application of Chapter 119, Florida Statutes, and Agency's duty to provide public records relating to this Agreement.

B. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

C. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

E. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant, as the case may be, or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

F. Failure by Agency to act in accordance with the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

#### **34. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

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

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty-two (22) pages.

***SIGNATURES ON FOLLOWING PAGE***

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Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

**Florida Department of Transportation**

By: [Signature]

Printed Name: Greg Evans

Title: District Two Secretary

Date: 12/12/17

**Attest:**

By: [Signature]

Printed Name: Lisa Pelaez

Title: Executive Secretary

Date: Dec. 12, 2017

**Legal Review:**

By: [Signature] 12-11-17

Office of the General Counsel  
Florida Department of Transportation



**Suwannee County**

By: [Signature]

Printed Name: Ruby Gamble

Title: CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Date: 12/5/17

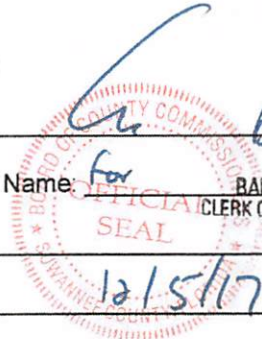
**Attest:**

By: [Signature]

Printed Name: for BARRY A BAKER  
CLERK OF CIRCUIT COURT

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

Date: 12/5/17



**Legal Review:**

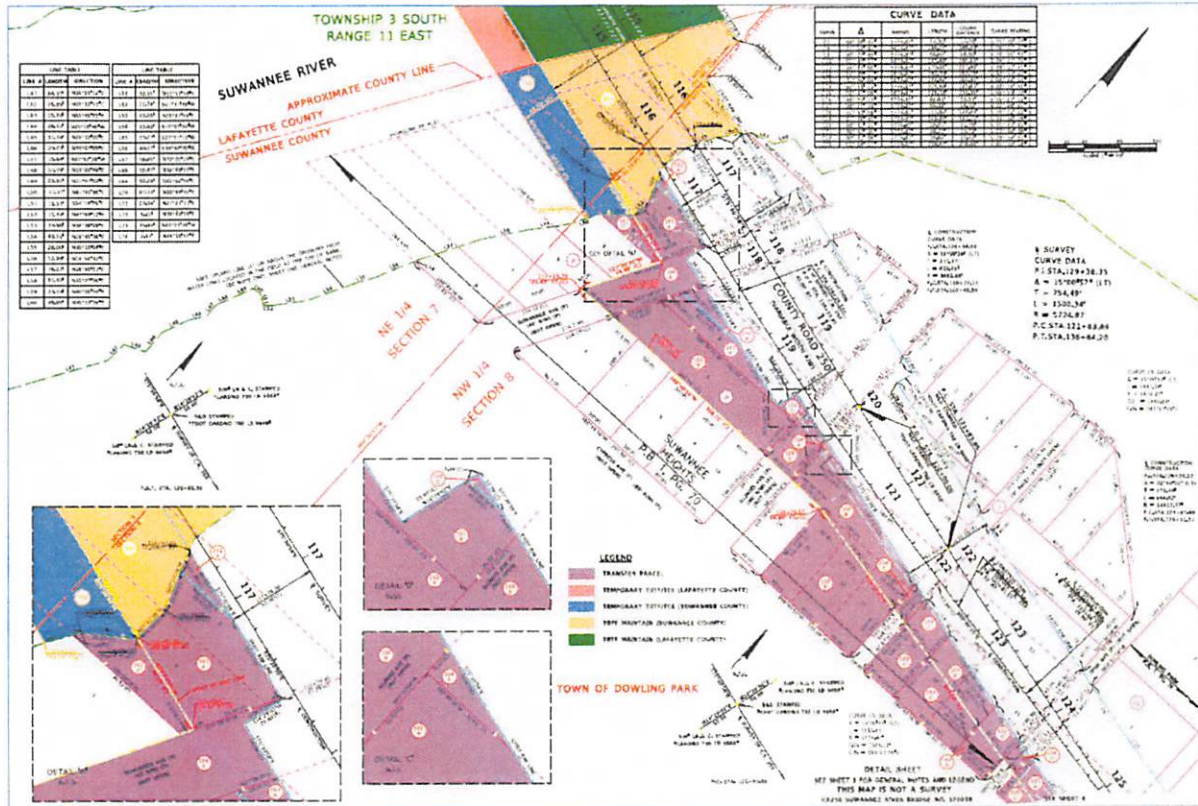
By: [Signature]

Legal Counsel for Agency

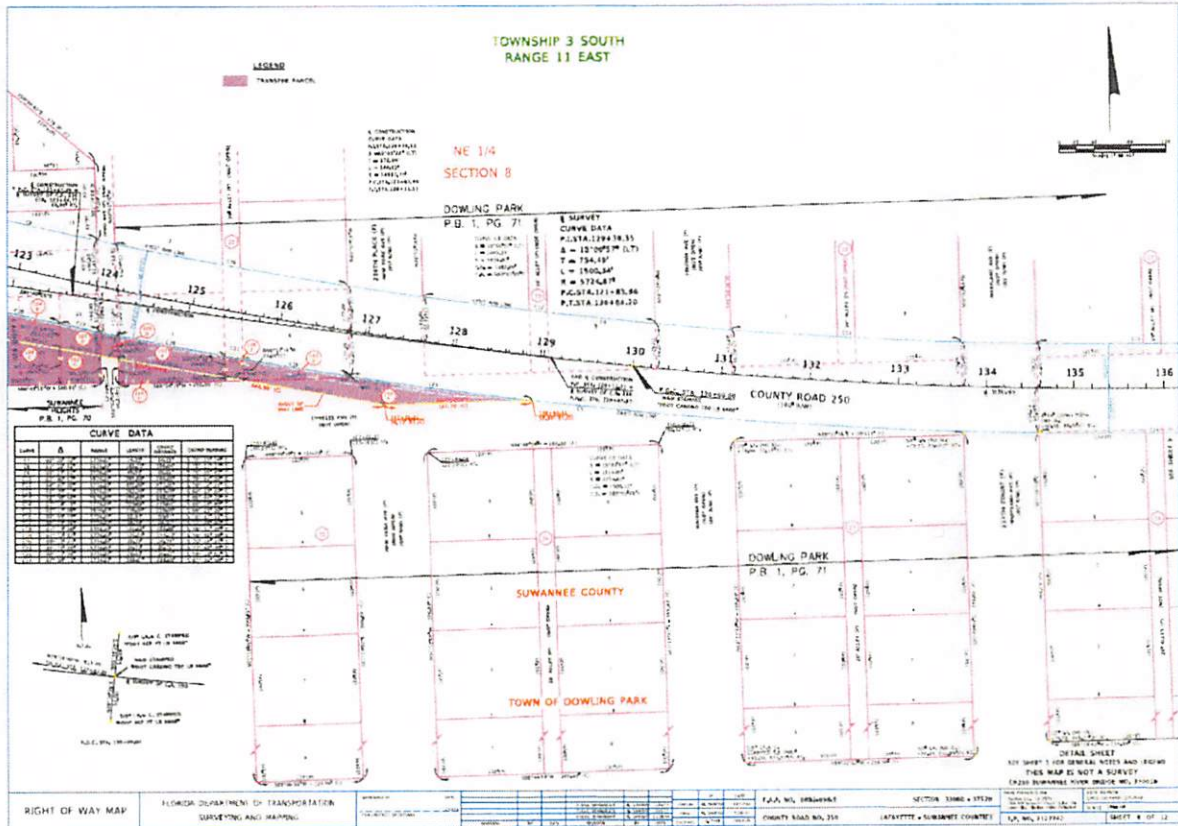
**INTENTIONALLY LEFT BLANK**

**EXHIBIT "A"**  
**TRANSFERRED PROPERTY (SUWANNEE)**

**Transferred Property (Purple)**  
**Temporary TITF/TCE in Lafayette County (Red)**  
**Temporary TITF/TCE in Suwannee County (Blue)**  
**TITF/Maintained Property (Orange)**



**EXHIBIT "A"**  
**TRANSFERRED PROPERTY (SUWANNEE) (Cont.)**  
**Transferred Property (Purple)**  
**Temporary TITF/TCE in Lafayette County (Red)**  
**Temporary TITF/TCE in Suwannee County (Blue)**  
**TITF/Maintained Property (Orange)**



**EXHIBIT "B"**  
**PROJECT LOCATION AND IMPROVEMENT**



**EXHIBIT "C"**

**(PREVIOUSLY EXECUTED CONSTRUCTION AND MAINTENANCE AGREEMENT)**

Suwannee County Agreement No. 2016-69

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge Replacement on CR 250 Suwannee River Bridge # 370018 and  
Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**THIS CONSTRUCTION & MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the Suwannee County ("Agency")

**-RECITALS-**

1 The term "Property" shall refer to certain real property located in Suwannee County, Florida, owned by the Agency and more particularly described as bridge replacement of CR 250 Suwannee River Bridge # 370018 and bridge widening of CR 250 Suwannee River Overflow bridge culvert # 330006, as shown in attached **Exhibit "A"**; and

2 The term "Improvement" means and shall refer to bridge replacement and bridge widening as more particularly shown in attached **Exhibit "A"**; and

3 The Department shall fund construction of the Improvement, which is wholly contingent upon appropriation of funds to the Department; and

4 The Department shall construct the Improvement on the Property; and

5 A date for the commencement of construction of the Improvement has not been established; and

6 Prior to commencement of any construction by the Department, the Agency shall ensure that the Property is free and clear of any and all encroachments; and

7 Upon completion of the construction, the Agency shall own, operate, maintain and repair the Improvement at its sole cost and expense; and

8 By Resolution 2016-58 dated April 19<sup>th</sup> 2016 the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency; see **Exhibit "B"**

**NOW THEREFORE**, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

**1. RECITALS AND EXHIBITS**

The above recitals and attached Exhibits are specifically incorporated by reference and made part of this Agreement.

**2. EFFECTIVE DATE**

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

**3. ACCESS**

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

**4. TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

**5. E-VERIFY**

Suwannee County Agreement No. 2016-69

Financial Project Id. No. 212724-2-52-01  
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The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract, and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### **6. COMPLIANCE**

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

#### **7. PERMITS**

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

#### **8. PROJECT MANAGEMENT**

A. The Department shall manage the Project for the design and construction of the Improvement and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvement, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvement, acquisition of right-of-way, construction of the improvement, and any other activities to facilitate satisfactory completion of the Improvement. The Department shall commence construction of the Improvement at its convenience after the appropriation of sufficient funds.

B. Prior to commencement of construction and at their sole cost and expense, the Agency shall ensure that the Property is free and clear of any and all encroachments that may impede or in any way interfere with the Department's construction of the Improvement.

#### **9. UTILITIES**

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

#### **10. OPERATION, MAINTENANCE & REPAIR**

A. The Agency shall operate, maintain, and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement including applicable Governmental Law.

B. The Agency agrees that it will be solely responsible for the operation, maintenance, and repair of the Improvement. Should the Agency fail to operate, maintain, and repair the Improvement in accordance with the terms and provisions of this Agreement and applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair pursuant to the *Inspection of Federal-Aid Projects Under Local Jurisdiction, Topic No. 850-065-001*, under the authority of *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the

Financial Project Id. No. 212724-2-52-01  
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Off System Department Construct Agency Maintain

Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur.

C. The Agency further agrees to allow the Department access to the Property and the Improvement pursuant to Paragraph 3 above should the events described in Paragraph B occur.

#### **11. WARRANTIES**

After completion of construction of the Improvement and upon the Agency's written request, the Department shall transfer all transferable warranties concerning construction of the Improvement to the Agency. The assignment shall be evidenced by a separate written agreement signed by the parties and shall be subject to applicable Governmental Law and the construction agreement entered between the Department and its contractor.

#### **12. EMINENT DOMAIN AND DAMAGES**

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department; either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

#### **13. PAYMENT**

All Department invoices submitted for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full (past due principal and accrued interest shall be collectively referred to as "Past Due Sums").

#### **14. INDEMNIFICATION**

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

#### **15. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY**

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §788.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2015).



Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge Replacement on CR 250 Suwannee River Bridge # 370018 and  
Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
Off System Department Construct Agency Maintain

**16. NOTICE**

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation  
Attention: Aaron Trippensee, P E  
Lake City Maintenance Engineer  
710 NW Lake Jeffery Road  
Lake City, Florida 32055

Agency: Randy Harris, County Manager  
Suwannee County Manager's Office  
13150 80<sup>th</sup> Terrace  
Live Oak, Florida 32060

**17. GOVERNING LAW**

This Agreement shall be governed in all respect by the laws of the State of Florida

**18. INITIAL DETERMINATION OF DISPUTES**

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement

**19. VENUE AND JURISDICTION**

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement

**20. JURY TRIAL**

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom

**21. ASSIGNMENT**

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

**22. THIRD PARTY BENEFICIARIES**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein

**23. VOLUNTARY EXECUTION OF AGREEMENT**

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party (ii) each provision of the Agreement has been negotiated fairly at arm's length, (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and

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Off System Department Construct Agency Maintain

not as a result of any duress, coercion, or undue influence, and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement

#### **24. ENTIRE AGREEMENT**

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

#### **25. EXECUTION OF DOCUMENTS**

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

#### **26. SUFFICIENCY OF CONSIDERATION**

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

#### **27. WAIVER**

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

#### **28. INTERPRETATION**

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

#### **29. CAPTIONS**

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

#### **30. SEVERANCE**

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

#### **31. COMPUTATION OF TIME**

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

#### **32. MODIFICATION OF AGREEMENT**

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

#### **33. ANNUAL APPROPRIATION / FUNDING**

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

\*The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made

Suwannee County Agreement No. 2016-69

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in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of eight (8) pages.

**Florida Department of Transportation**

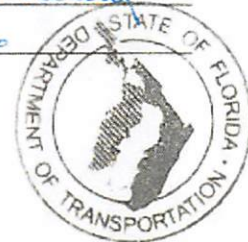
By: [Signature]  
Printed Name: Greg Evans  
Title: District West Secretary  
Date: 05/10/16

**Attest:**

By: [Signature]  
Printed Name: Lisa Lambert  
Title: Executive Secretary  
Date: May 8, 2016

**Legal Review:**

By: [Signature] 4/26/16  
Office of the General Counsel  
Florida Department of Transportation



**SUWANNEE COUNTY**

By: [Signature]  
Printed Name: Jesse Boshaw  
Title: CHAIRMAN SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
Date: 4/19/16

**Attest:**

By: [Signature]  
Printed Name: BARRY A. BAKER  
Title: CLERK OF DISTRICT COURT  
Date: 4/19/16

**Legal Review:**

By: [Signature]  
Legal Counsel for Agency

Suwannee County Agreement No. 2016-69

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

Financial Project id. No. 212724-2-52-01  
Federal Id. No. (if applicable)  
Project Description Bridge Replacement on CR 250 Suwannee River Bridge # 370018 and  
Bridge widening of CR 250 Suwannee River Overflow bridge culvert #330006  
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**EXHIBIT "A"**

**(PROPERTY DESCRIPTION)**

**Bridge replacement of CR 250 Suwannee River Bridge # 370018**

**Bridge widening of CR 250 Suwannee River Overflow bridge culvert # 330006**



Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. (if applicable) \_\_\_\_\_  
Project Description Bridge Replacement on CR 250 Suwannee River Bridge # 370018 and  
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Off System Department Construct Agency Maintain

**EXHIBIT "B"**

**(RESOLUTION)**

RESOLUTION NO. 2016 - 58

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MAINTENANCE AGREEMENT ASSOCIATED WITH FINANCIAL PROJECT ID 212724-2-52-01; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Suwannee County, Florida, hereafter "the County" a political subdivision of the State of Florida, is the owner of certain real property located in Suwannee County, Florida; and

**WHEREAS**, the Florida Department of Transportation has agreed to fund the bridge replacement of CR 250 Suwannee River Bridge # 370018 and bridge widening of CR 250 Suwannee River overflow bridge culvert # 330006, hereafter "Improvement"; and

**WHEREAS**, Suwannee County is responsible for the operation, maintenance and repair of such Improvements; and NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that,

1. Jason Bashaw, whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.

2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his duly appointed Deputy Clerks whose name(s) and signature(s)

Suwannee County Resolution No. 2016-58

Suwannee County Resolution No. 2016-58

appear thereon in attestation of the signature of the Chairperson of the Board of County Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VIII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.


3 This resolution shall take effect immediately upon its passage and adoption.

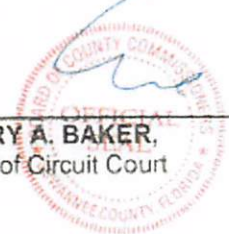
ADOPTED this 19<sup>th</sup> day of April 2016.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

  
\_\_\_\_\_  
Jason Bashaw, Chairman

ATTEST:

  
\_\_\_\_\_  
BARRY A. BAKER,  
Clerk of Circuit Court



Suwannee County Resolution No. 2016-58

Financial Project Id. No. 212724-2-52-01  
Federal Id. No. D217-065-B  
Project Description CR 250 Suwannee River Bridge No. 370018  
Off System Department Construct Agency Maintain

**EXHIBIT "D"**

**RESOLUTION**



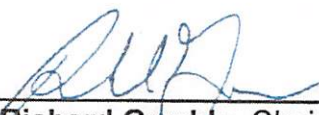
Suwannee County Resolution No. 2018-09

Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VIII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.

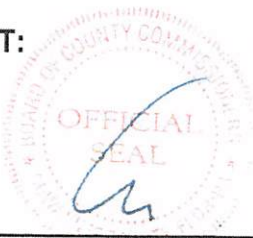
3. This resolution shall take effect immediately upon its passage and adoption.

ADOPTED this 29<sup>th</sup> day of November 2017.

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

  
\_\_\_\_\_  
Richard Gamble, Chairman

ATTEST:



*for* \_\_\_\_\_  
**BARRY A. BAKER,**  
Clerk of Circuit Court

SUWANNEE COUNTY, STATE OF FLORIDA  
I hereby certify that the above is a true  
and correct copy of the original  
this 10<sup>th</sup> day of November, 2017  
Barry A. Baker, Clerk of Court  
By \_\_\_\_\_ D.C.



RESOLUTION NO. 2018 – 09

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MAINTENANCE AGREEMENT ASSOCIATED WITH FINANCIAL PROJECT ID 212724-2-52-01; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Suwannee County, Florida, hereafter “the County” a political subdivision of the State of Florida, is the owner of certain real property located in Suwannee County, Florida; and

**WHEREAS**, the Florida Department of Transportation has agreed to fund the bridge replacement of CR 250 Suwannee River Bridge # 370018, hereafter “Improvement”; and

**WHEREAS**, Suwannee County is responsible for the operation, maintenance and repair of such Improvements; and NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Suwannee County, Florida, that,

1. Richard Gamble, whose name and signature appears on the referenced Contractual Agreement or Memorandum is the current duly elected Chairperson of the Suwannee County, Florida, Board of County Commissioners authorized to execute documents on behalf of the Board and the signature is inscribed thereon consequence to an official action and approval of said Board of County Commissioners by a majority vote in an open public meeting, all as provided for in Chapter 125 Florida Statutes.

2. The current duly elected Clerk of the Circuit Court for Suwannee County, Florida, and/or his duly appointed Deputy Clerks whose name(s) and signature(s) appear thereon in attestation of the signature of the Chairperson of the Board of County

Commissioners, are Ex Officio Clerk to the Board of County Commissioners and are authorized and required to provide such attestation as provided in Article V, Section 16 and Article VIII, Section 1 (d) of the Florida Constitution, and Chapter 28.12 and Chapter 125.17 of the Florida Statutes and are the custodians of the Suwannee County Board of County Commissioners' Seal and, may attest, certify, and provide copies of any such Board Documents. Such documents are authenticated by the Clerk's and/or Deputy's signature and application of the Board's Seal as provided by law.


3. This resolution shall take effect immediately upon its passage and adoption.

ADOPTED this 29<sup>th</sup> day of November 2017.

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

  
Richard Gamble, Chairman

**ATTEST:**

  
*for* BARRY A. BAKER,  
Clerk of Circuit Court

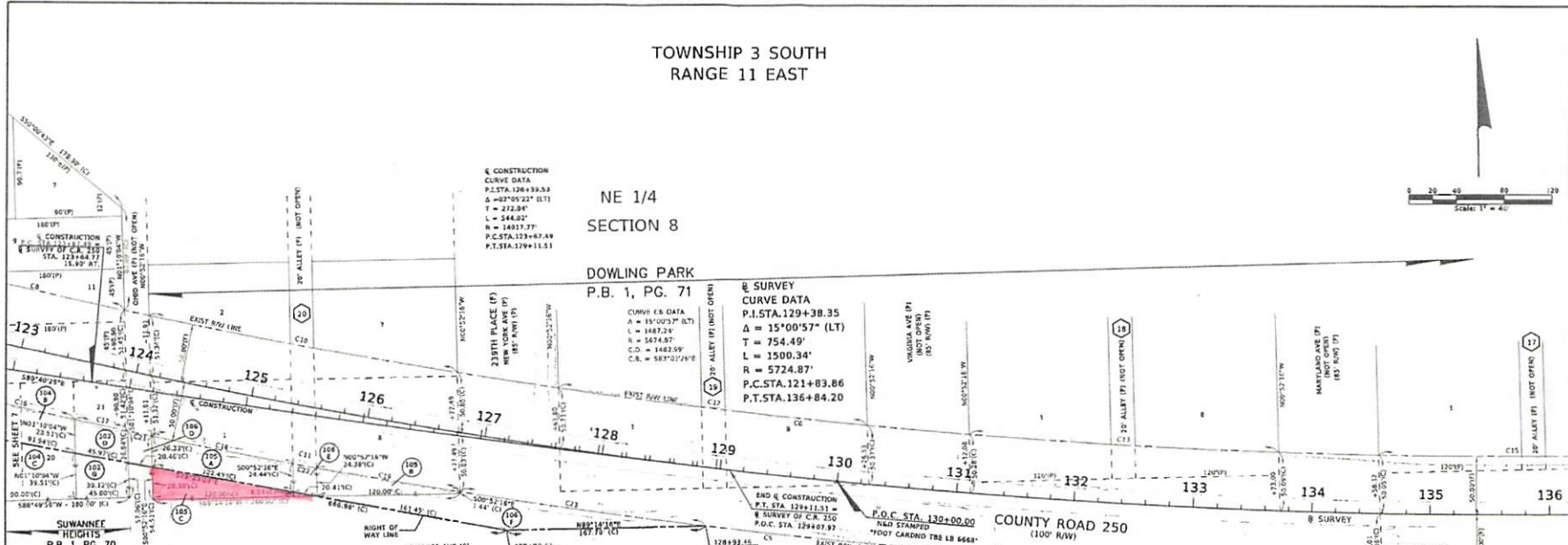
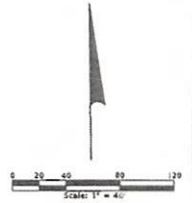
TOWNSHIP 3 SOUTH  
RANGE 11 EAST

NE 1/4  
SECTION 8

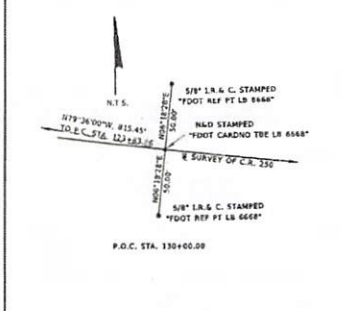
DOWLING PARK  
P.B. 1, PG. 71

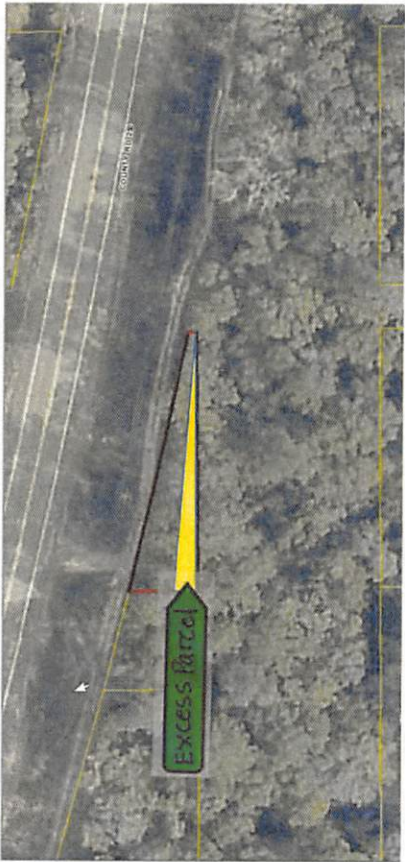
SURVEY CURVE DATA  
P.I.STA.129+38.35  
Δ = 15°00'57" (LT)  
T = 754.49'  
L = 1500.34'  
R = 5724.87'  
P.C.STA.121+83.86  
P.T.STA.136+84.20

CONSTRUCTION CURVE DATA  
P.I.STA.129+38.53  
Δ = 22°05'22" (LT)  
T = 272.84'  
L = 544.82'  
R = 14937.77'  
P.C.STA.123+67.49  
P.T.STA.139+11.51



CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C1	05°00'33"	3774.83'	14.35'	14.83'	S 75°35'14" E
C2	01°51'42"	5474.33'	28.05'	28.65'	S 76°31'39" E
C3	36°21'45"	3774.83'	242.93'	243.88'	S 75°00'49" E
C4	02°04'00"	5774.87'	479.54'	481.50'	S 78°32'21" E
C5	02°38'11"	5774.87'	294.38'	296.38'	S 82°11'42" E
C6	02°38'04"	5774.87'	261.44'	263.42'	S 85°04'18" E
C7	02°38'04"	5774.87'	225.54'	227.51'	S 87°24'45" E
C8	02°38'04"	5774.87'	198.64'	200.61'	S 89°45'12" E
C9	02°38'04"	5774.87'	171.74'	173.71'	S 92°05'39" E
C10	02°38'04"	5774.87'	144.84'	146.81'	S 94°26'06" E
C11	02°38'04"	5774.87'	117.94'	119.91'	S 96°46'33" E
C12	02°38'04"	5774.87'	91.04'	93.01'	S 99°07'00" E
C13	02°38'04"	5774.87'	64.14'	66.11'	S 101°27'27" E
C14	02°38'04"	5774.87'	37.24'	39.21'	S 103°47'54" E
C15	02°38'04"	5774.87'	10.34'	12.31'	S 106°08'21" E





TOWNSHIP 3 SOUTH  
RANGE 11 EAST

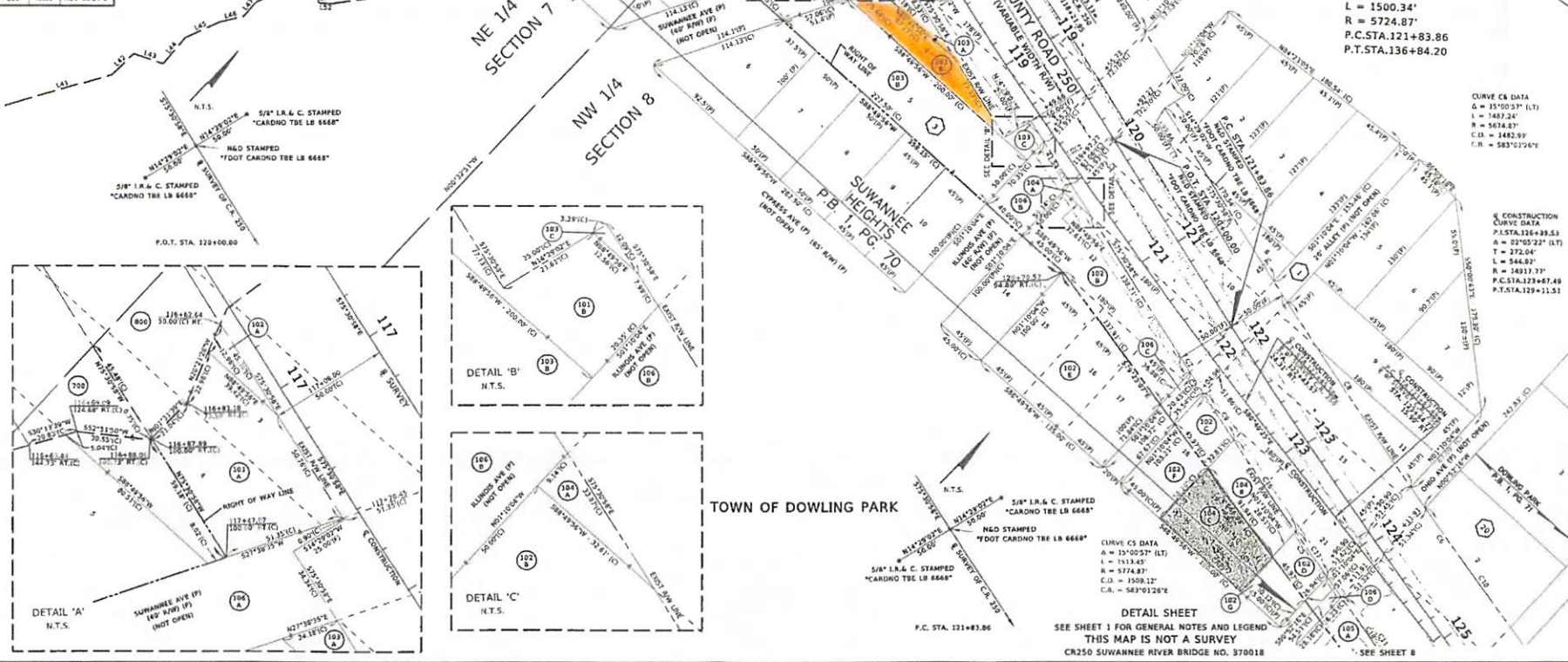
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L41	84.37	N30°25'12"E	L61	30.55	N32°15'29"E
L42	25.25	N02°33'31"E	L62	21.78	S01°31'39"W
L43	25.74	N05°45'22"E	L63	43.04	S20°12'22"E
L44	28.22	N03°58'46"W	L64	33.80	S10°07'04"W
L45	31.74	N02°12'20"E	L65	33.77	S27°52'13"W
L46	70.73	N03°07'09"E	L66	46.11	S39°40'35"W
L47	15.64	N02°52'38"W	L67	28.05	N72°20'54"E
L48	20.79	N29°00'49"E	L68	22.87	N32°49'21"E
L49	23.97	N21°57'03"E	L69	50.29	S82°56'19"E
L50	11.17	N81°05'48"E	L70	81.13	N28°49'35"E
L51	12.51	S54°14'28"E	L71	23.04	N77°19'37"E
L52	11.74	N47°59'12"E	L72	6.25	M39°40'35"E
L53	37.89	N39°28'09"E	L73	35.94	N02°21'28"W
L54	49.52	N28°45'34"E	L74	2.47	N24°58'42"E
L55	28.02	N30°15'04"E			
L56	51.28	N24°54'42"E			
L57	76.03	N28°45'01"E			
L58	51.52	N35°27'38"E			
L59	37.74	N40°00'34"E			
L60	48.89	N30°13'39"E			

SUWANNEE RIVER  
APPROXIMATE COUNTY LINE  
LAFAYETTE COUNTY  
SUWANNEE COUNTY

CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD DISTANCE	CHORD BEARING
C7	00°00'33"	5774.87	14.35	14.35	S 75° 35' 14" E
C8	01° 15' 23"	5574.87	186.05	186.05	S 70° 31' 39" E
C9	00° 27' 25"	5774.87	48.60	48.60	S 70° 05' 43" E
C10	07° 40' 55"	5674.87	265.68	265.68	S 78° 01' 20" E
C11	04° 41' 00"	5774.87	477.54	477.54	S 78° 12' 31" E
C12	03° 39' 11"	5674.87	262.78	262.78	S 82° 13' 24" E
C13	04° 41' 00"	5774.87	262.82	262.82	S 84° 50' 10" E
C14	04° 18' 18"	5774.87	225.64	225.64	S 89° 20' 05" E
C15	00° 15' 00"	5674.87	92.91	92.91	S 89° 22' 00" E
C16	00° 15' 00"	5774.87	120.86	120.86	S 87° 47' 18" E
C17	00° 33' 34"	5774.87	48.32	48.32	S 77° 28' 41" E
C18	01° 15' 23"	5774.87	120.86	120.86	S 78° 50' 38" E
C19	01° 15' 23"	5774.87	122.33	122.33	S 78° 50' 38" E
C20	06° 12' 21"	5774.87	26.39	26.39	S 75° 45' 41" E
C21	00° 12' 00"	5774.87	20.72	20.72	S 77° 48' 18" E
C22	00° 12' 00"	5774.87	20.42	20.42	S 79° 14' 01" E
C23	03° 04' 11"	5774.87	221.61	221.61	S 71° 11' 30" E



SAFE UPWARD LINE 1/4" OF ABOVE THE ORDINARY HIGH WATER LINE LOCATED IN THE FIELD AS THE TOP OF BANK. SEE NOTE TWO, SHEET ONE GENERAL NOTES.



CONSTRUCTION CURVE DATA  
P.I.STA.129+38.35  
Δ = 15°00'57" (LT)  
T = 754.49'  
L = 1500.34'  
R = 5724.87'  
P.C.STA.121+83.86  
P.T.STA.136+84.20

CURVE C6 DATA  
Δ = 15°00'37" (LT)  
L = 1483.24'  
R = 5674.87'  
C.D. = 1482.97'  
C.R. = 583°01'06"E

CONSTRUCTION CURVE DATA  
P.I.STA.126+88.53  
Δ = 32°05'23" (LT)  
T = 372.04'  
L = 544.82'  
R = 3431.77'  
P.C.STA.123+88.48  
P.T.STA.129+11.51

CURVE C5 DATA  
Δ = 15°00'57" (LT)  
L = 1513.48'  
R = 5774.87'  
C.D. = 1509.12'  
C.R. = 543°01'26"E

DETAIL SHEET  
SEE SHEET 1 FOR GENERAL NOTES AND LEGEND  
THIS MAP IS NOT A SURVEY  
CR250 SUWANNEE RIVER BRIDGE NO. 370018

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY: _____ DATE: _____	BY: _____ DATE: _____	F.A.P. NO. 00B2-09B-B	SECTION 33060 - 37520	MAPS PREPARED BY: _____	DATA SOURCE: _____
		FOR: DISTRICT SECRETARY _____	FOR: H. EUREKS _____	COUNTY ROAD NO. 250	LAFAYETTE - SUWANNEE COUNTIES	SCALE: 1" = 40'	SHEET 7 OF 12

**EXHIBIT "A"**

Section No. 33060-37520    County Road No. 250; Bridge No. 370018    Suwannee County  
F.P. No. 2127242

Parcel 104 (Excess 6326)

Part "C" (Acquired Remainder)

FEE SIMPLE

A Part Of Block 1 Plat Of Suwannee Heights As Recorded In Plat Book 1, Page 70 Of The Public Records Of Suwannee County, Florida, Lying in Section 8, Township 3 South, Range 11 East, Suwannee County, Florida, Being More Particularly Described As Follows:

**Commence** At The Northwest Corner Of Section 8, Township 3 South, Range 11 East, Suwannee County, Florida; Thence South  $00^{\circ}32'51''$  East, Along The West Line Of Said Section, A Distance Of 567.01 Feet To The Baseline Of Survey Of County Road 250 (As Per Florida Department Of Transportation Right Of Way Map, Section No. 33060 - 37520, F.P. No. 2127242, Having A Variable Width Right Of Way); Thence South  $75^{\circ}30'58''$  East, Along Said Baseline Of Survey, A Distance Of 568.30 Feet To A Point Of Curvature Of A Curve To The Left, Having A Radius Of 5724.87 Feet; Thence Along Said Baseline Of Survey And Curve, Through An Angle Of  $00^{\circ}12'40''$ , An Arc Distance Of 21.10 Feet And A Chord Bearing And Distance Of South  $75^{\circ}37'18''$  East, 21.10 Feet; Thence South  $01^{\circ}10'04''$  East, A Distance Of 87.40 Feet; Thence South  $79^{\circ}23'07''$  East, A Distance Of 45.97 Feet To The **Point Of Beginning**; Thence Continue South  $79^{\circ}23'07''$  East, A Distance Of 91.94 Feet; Thence South  $01^{\circ}10'04''$  East, A Distance Of 39.51 Feet; Thence South  $88^{\circ}49'56''$  West, A Distance Of 90.00 Feet; Thence North  $01^{\circ}10'04''$  West, A Distance Of 58.28 Feet To The **Point Of Beginning**.

Containing 4401 Feet, More Or Less.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of DEP Agreement #23PLN68 for county-wide assessment of critical infrastructure that could be exposed to inland flooding

#### **Considerations:**

- County was notified on 3/24/2023 that DEP awarded \$210,000 in grant funding to assess critical infrastructure against a risk of inland flooding as far out as 2070.
- The vulnerability study evaluates all water/sewer plants, roads and other critical infrastructure across the County and all municipalities
- The study identifies and prioritizes critical infrastructure in the County that are susceptible to inland flooding
- At-risk infrastructure listed in the study becomes eligible for DEP Resilient Florida Program grant funding that can be applied for to address/mitigate the risks

#### **Budget Impact:**

- No budget impact

#### **Recommendation:**

- Respectfully request the Board to approve and execute DEP Agreement #23PLN68 pending County Attorney review/recommendation

Respectfully submitted,

Greg Scott,

County Administrator



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Suwannee County Vulnerability Assessment Including Municipalities** Agreement Number: **23PLN68**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Suwannee County** Entity Type: **Local Government**  
Grantee Address: **906 N. Ohio Avenue, Live Oak, FL 32064** FEID: **59-6000873**  
(Grantee)

3. Agreement Begin Date: **7/1/2022** Date of Expiration: **6/30/2025**

4. Project Number: \_\_\_\_\_ Project Location(s): **Suwannee County and municipalities**  
(If different from Agreement Number)

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for Suwannee County and the municipalities of Branford, Live Oak, Dowling Park, and Wellborn.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$ 210,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>FY 22-23 GAA 1776</b>	<b>\$ 210,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		<b>\$ 0.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$ 210,000.00</b>

<p>6. Department's Grant Manager Name: <b>Charles Neuhauser</b> _____ or successor Address: <b>Resilient Florida Program</b> <b>2600 Blair Stone Road, MS235</b> <b>Tallahassee, Florida 32399</b> Phone: <b>850-245-2138</b> Email: <b>Charles.Neuhauser@FloridaDEP.gov</b></p>	<p>Grantee's Grant Manager Name: <b>Greg Scott</b> _____ or successor Address: <b>Suwannee County</b> <b>13150 80th Terrace</b> <b>Live Oak, Florida 32060</b> Phone: <b>386-364-3400</b> Email: <b>gregs@suwcountyfl.gov</b></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) \*Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**Suwannee County**

**GRANTEE**

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed

**Franklin White, County Commissioner**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed

**Alex Reed, Director of the Office of Resilience and Coastal Protection**

Print Name and Title of Person Signing

Additional signatures attached on separate page.

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**ORCP Additional Signatures**

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DEP Grant Manager, Charles Neuhauser

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DEP QC Reviewer, Hanna Tillotson

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**Grantee may add additional signatures below, if needed.**

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. **Order of Precedence.** If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. **Acceptance Process.** All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. **Rejection of Deliverables.** The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. **Withholding Payment.** In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. **Invoice reduction**  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. **Corrective Action Plan.** If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. **Land Acquisition.** Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. **Insurance Requirements for Sub-Grantees and/or Subcontractors.** The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. **Deductibles.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. **Proof of Insurance.** Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to performance* of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. **Duty to Maintain Coverage.** In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.



- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall 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 or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
  - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

#### **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

#### **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **29. Audits.**

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/vsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 23PLN68**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Suwannee County Vulnerability Assessment Including Municipalities. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **14. Common Carrier.**

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Additional Terms.**

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 23PLN68**

**ATTACHMENT 3**

**PROJECT TITLE:** Suwannee County Vulnerability Assessment Including Municipalities

**PROJECT LOCATION:** The Project is located within Suwannee County, Florida.

**PROJECT DESCRIPTION:**

Suwannee County (Grantee) will complete the Suwannee County Vulnerability Assessment Including Municipalities Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

**Deliverables:** The Grantee will provide the following:

- 1.1: Meeting agenda to include location, date, and time of meeting;
- 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- 1.5: A draft list of steering committee members; and
- 1.6: A draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

**Task 2: Assemble Steering Committee**

**Description:** The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

**Deliverables:** The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

### **Task 3: Conduct Steering Committee Meetings**

**Description:** The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

### **Task 4: Public Outreach Meeting #1**

**Description:** The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

### **Task 5: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related

data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following: .

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

#### **Task 6: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

#### **Task 7: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

**Deliverables:** The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

## **Task 8: Public Outreach Meeting #2**

**Description:** The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

## **Task 9: Final Vulnerability Assessment Report, Maps, and Tables**

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **9.4** A signed Vulnerability Assessment Compliance Checklist Certification.

## **Task 10: Public Presentation**

**Description:** The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project

funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** A summary report including attendee input and meeting outcomes.

### **Task 11: Local Mitigation Strategy**

**Description:** The results of the Vulnerability Assessment can be used to inform a Local Mitigation Strategy (LMS) as required by the Florida Division of Emergency Management (FDEM). The LMS is usually developed at the county level and serves to reduce the risks associated with natural and man-made disasters, including sea level rise. The Grantee will work with the Local Mitigation Strategy Working Group (LMSWG) to ensure the Vulnerability Assessment Report is in alignment with the existing county LMS Plan and will be utilized during the planning process of future county LMS Plan updates.

**Deliverables:** The Grantee will submit: A letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following:

- Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update;
- Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and
- The entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is



considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>DEP Amount</b>	<b>Match Amount</b>	<b>Total Amount</b>	<b>Task Start Date</b>	<b>Task Due Date</b>
1	Kick Off Meeting	Contractual Services	\$1,000	\$0	\$1,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	\$1,000	\$0	\$1,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	\$2,000	\$0	\$2,000	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	\$1,000	\$0	\$1,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	\$50,000	\$0	\$50,000	7/1/2022	3/31/2025
6	Exposure Analysis	Contractual Services	\$20,000	\$0	\$20,000	7/1/2022	3/31/2025
7	Sensitivity Analysis	Contractual Services	\$20,000	\$0	\$20,000	7/1/2022	3/31/2025
8	Public Outreach Meeting #2	Contractual Services	\$1,000	\$0	\$1,000	7/1/2022	3/31/2025
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$100,000	\$0	\$100,000	7/1/2022	3/31/2025
10	Public Presentation	Contractual Services	\$2,000	\$0	\$2,000	7/1/2022	3/31/2025
11	Local Mitigation Strategy	Contractual Services	\$12,000	\$0	\$12,000	7/1/2022	3/31/2025
<b>Total:</b>			<b>\$210,000</b>	<b>\$0</b>	<b>\$210,000</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 Part 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 federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 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 of Environmental Protection by this 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 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 year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- 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 (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	
<b>Federal Program B</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	



Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	FY 22/23	37.098	Resilient Florida Programs	\$210,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$210,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [[https://apps.fldfs.com/fsaa/state\\_project\\_compliance.aspx](https://apps.fldfs.com/fsaa/state_project_compliance.aspx)]). The

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.
2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.
10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).
11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.
12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN68**

**SUWANNEE COUNTY VULNERABILITY ASSESSMENT INCLUDING MUNICIPALITIES**

**Suwannee County**

**Final Project Report**



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

**Part I. Executive Summary**

**Part II. Methodology**

**Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

**Part IV. Further Recommendations**

**Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.





Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN68

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/video/audio/artwork/recording  
file name(s): \_\_\_\_\_

Location of photo/video/audio  
recording/artwork: \_\_\_\_\_

Name of person accepting Work submission \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: **23PLN68**

Project Title: **Suwannee County Vulnerability Assessment Including Municipalities**

Grantee: **Suwannee County**

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Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION**

**Exhibit I**

*Required for all planning grant agreements.*

DEP Agreement Number: 23PLN68

Project Title: Suwannee County Vulnerability Assessment Including Municipalities

Grantee: Suwannee County

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department’s GIS Data Standards found on the Resilient Florida Program webpage at the link below:

<https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>

**Part 1 – Subparagraph 380.093(3)(c)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	<input type="checkbox"/>	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
<b>All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department’s GIS Data Standards and include the following three (3) items:</b>			
b	<input checked="" type="checkbox"/>	Geospatial data in an electronic file format.	
c	<input type="checkbox"/>	GIS metadata.	
d	<input type="checkbox"/>	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

**Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.**

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	<input type="checkbox"/>	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

**Exhibit I**

		<input type="checkbox"/> Not applicable <input type="checkbox"/> Already in compliance	
f	<input type="checkbox"/>	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	<input type="checkbox"/>	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. <i>(optional)</i>	
h	<input type="checkbox"/>	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. <i>(check one)</i> <input type="checkbox"/> NOAA data <input type="checkbox"/> FEMA data	
i	<input type="checkbox"/>	Initial storm surge event equals or exceeds current 100-year flood event.	
j	<input type="checkbox"/>	Higher frequency storm analyzed for exposure of a critical asset. <i>(optional, but must provide additional detail if included)</i>	
k	<input type="checkbox"/>	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. <i>(required if item e is not applicable)</i>	
l	<input type="checkbox"/>	Future boundary conditions have been modified to consider sea level rise and high tide conditions. <i>(optional)</i>	
m	<input type="checkbox"/>	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. <i>(required if item e is not applicable)</i>	
n	<input type="checkbox"/>	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. <i>(optional)</i>	

**Part 3 – Subparagraph 380.093(3)(d)3., F.S.**

<b>Item ID</b>	<b>Check if Included</b>	<b>Item Description</b>	<b>Page Reference in VA Report (if applicable)</b>
o	<input type="checkbox"/>	All analyses performed in North American Vertical Datum of 1988.	
p	<input type="checkbox"/>	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	<input type="checkbox"/>	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	<input type="checkbox"/>	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	<input type="checkbox"/>	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level <i>(if so, provide Department approval)</i> .	



**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Suwannee County is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

## **E911/ GIS OFFICE**

Approval of contribution in the amount of \$25,000.00 to the Suwannee County Sheriff's Office, to be used for Call Taker Salaries. This is a budgeted item and will be paid using 911 current year revenues.

Respectfully submitted:

Dated: September 25, 2023

Jennifer Payne  
911 Coordinator



Serving Alachua  
Bradford • Columbia  
Dixie • Gilchrist • Hamilton  
Lafayette • Levy • Madison  
Suwannee • Taylor • Union Counties

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 25, 2023

Mr. Greg Scott  
County Administrator  
Suwannee County  
13150 80th Terrace  
Live Oak, FL 32060-8822

RE: Fiscal Year 2024  
Agreement Between the County and the Planning Council  
for Annual Monitoring of Hazardous Waste Generators

Dear Greg:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to continue its monitoring of hazardous waste generators located in the County for Fiscal Year 2024 in the amount of \$7,421. Please note that the method of compensation for services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the Board of County Commissioners, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosures

o:\koons\harardous waste monitoring agreements\2024\2024 sqg agreements letter merge.docx



FISCAL YEAR 2024

HAZARDOUS WASTE MONITORING AGREEMENT BETWEEN

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Seven Thousand Four Hundred Twenty-One Dollars and No Cents (\$7,421.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2023 and shall end on September 30, 2024. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Suwannee County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Suwannee County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY

Attest:

Seal

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

\_\_\_\_\_  
Franklin White  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

\_\_\_\_\_  
Scott R. Koons  
Executive Director

  
\_\_\_\_\_  
Janice D. Mortimer  
Chair

## APPENDIX A

### SCOPE OF WORK

The Council will complete the annual verification of hazardous waste management practices for twenty (20) percent of the potential small quantity generators located within the County as required by Sections 403.7234 and 403.7236, Florida Statutes. All verifications will be made by on-site visits to the places of business of potential small quantity generators. The verification information will be entered into the Florida Department of Environmental Protection on-line database as required by the Department.

The Council will notify all identified known and potential small quantity generators of their legal responsibilities concerning proper waste management practices, including used oil management. The notification information will be provided to small quantity generators during the site visits and will include information on who to contact at the Council if a facility needs additional information concerning compliance assistance.

**CONTRACT BETWEEN  
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
SUWANNEE COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2023-2024**

This contract is made and entered into between the State of Florida, Department of Health ("State"), and the Suwannee County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2023. State and County are jointly referred to as the "parties".

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through the "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Suwannee County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract to ensure coordination between the State and the County in the operation of the CHD.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2023, through September 30, 2024, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated according to the termination provisions outlined in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as outlined in Part III of Attachment II hereof, to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services that are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment that may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state, and local funds and shall include

those services mandated on a state or federal level. Examples of environmental health services include but are not limited to, food hygiene, safe drinking water supply, sewage, and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services that protect the health of the general public through the detection, control, and eradication of diseases that are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control, and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include but are not limited to first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is outlined in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions, or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 1,363,069.00 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash, or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$ 100,000.00 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either the current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase or decrease, the CHD will revise Attachment II and send a copy of the revised pages to the County and the State's Office of Budget and Revenue Management. If the County initiates the increase or decrease, the County shall notify the CHD in writing. The CHD will then revise Attachment II and send a copy of the revised pages to the State's Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Suwannee County Health Department  
915 Nobles Ferry Rd.  
Live Oak, FL. 32064

5. CHD DIRECTOR or ADMINISTRATOR. Both parties agree the director or administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the State's Deputy Secretary for County Health Systems. The director or administrator shall be selected by the State with the concurrence of the County. The director or administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long-Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as outlined in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel laws, rules, and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide purchasing contract has been implemented for those goods or services. In such cases, the CHD director or administrator must sign a justification, therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD following the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records, and documents following the Generally Accepted Accounting Principles, as promulgated by the Governmental Accounting Standards Board, and the requirements of federal or state law. These records shall be maintained as



required by the State's Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which is subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records, and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource System; and
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet; and
- iii.* Financial procedures specified in the State's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda; and
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Suwannee County.

e. That any surplus or deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited or debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus or deficit funds accruing to the State and County is determined each month and at the contract year-end. Surplus funds may be applied toward the funding requirements of each party in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner that clearly illustrates the amount which has been credited to each party. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director or administrator determines that an emergency exists wherein a time delay would endanger the public's health and the State's Deputy Secretary for County Health Systems have approved the transfer. The State's Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record-keeping requirements.

h. At the request of either party, an audit may be conducted by an independent certified public accountant on the financial records of the CHD, and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133, as revised, and may be in conjunction with audits performed by the County government. If audit exceptions are found, then the director or administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for five years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until the resolution of the audit findings.

k. The CHD shall maintain the confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the State's Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice concerning client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification, or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and right to a fair hearing to the final governing authority of the CHD. Specific references to existing laws, rules, or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Compliance and Non-Discrimination Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report; and
- ii.* A written explanation to the County of service variances reflected in the year-end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service-specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the State's Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports are delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2024, for the reporting period of October 1, 2023, through December 31, 2023; and
- ii.* June 1, 2024, for the reporting period of October 1, 2023, through March 31, 2024; and
- iii.* September 1, 2024, for the reporting period of October 1, 2023 through June 30, 2024; and
- iv.* December 1, 2024, for the reporting period of October 1, 2023 through September 30, 2024.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than 180 calendar days' notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than 24 hours' notice.

c. Termination for Breach. This contract may be terminated by either party for a material breach of an obligation hereunder, upon no less than 30 days' notice. Waiver of a breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance, or payment hereunder, extends beyond the CHD fiscal year beginning July 1, 2024, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, under section 287.0582, Florida Statutes.

b. Contract Managers. The name and addresses of the contract managers for the parties under this contract are as follows:

For the State:

Betty Johnson  
Name  
Business Manager  
Title  
915 Nobles Ferry Rd.  
Address  
Live Oak, FL. 32064  
Address  
betty.johnson3@flhealth.gov  
Email Address  
(386)-362-2708  
Telephone

For the County:

Barry Baker  
Name  
Clerk of Circuit Court  
Title  
Suwannee County Courthouse  
Address  
Live Oak, FL 32064  
Address  
(386) 362-3498  
Telephone

If different contract managers are designated after the execution of this contract, the name, address, email address, and telephone number of the new representative shall be furnished in writing to the other parties and attached to the originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

d. Notices. Any notices provided under this contract must be delivered by certified mail, return receipt requested, in person with proof of delivery, or by email to the email address of the respective party identified in Section 9.b., above.

In WITNESS THEREOF, the parties hereto have caused this eight page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one pages), Attachment IV (one pages), and Attachment V (one pages), to be executed by their undersigned officials as duly authorized effective the 1st day of October 2023.

**BOARD OF COUNTY COMMISSIONERS  
FOR SUWANNEE COUNTY**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Joseph A. Ladapo, M.D., Ph.D.

TITLE: \_\_\_\_\_

TITLE: State Surgeon General

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTESTED TO:**

SIGNED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: CHD Director or Administrator

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT I**  
**SUWANNEE COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health  
Requirements as specified in Environmental Health Programs Manual 150-4\* and DHP 50-21\*
  8. HIV/AIDS Program  
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.  
  
Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
  9. School Health Services  
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
  10. Tuberculosis  
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
  11. General Communicable Disease Control  
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
  12. Refugee Health Program  
Programmatic and financial requirements as specified by the program office.

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**SUWANNEE COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/23	170153	311377	481530
2. Drawdown for Contract Year October 1, 2023 to September 30, 2024	-170153	46398	-123755
3. Special Capital Project use for Contract Year October 1, 2023 to September 30, 2024	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2023 to September 30, 2024	0	357775	357775

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.



## ATTACHMENT II

### SUWANNEE COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2023 to September 30, 2024

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 CHD - TB COMMUNITY PROGRAM	11.126	0	11.126	0	11.126
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6.934	0	6.934	0	6.934
015040 FAMILY PLANNING GENERAL REVENUE	42.153	0	42.153	0	42.153
015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	43.764	0	43.764	0	43.764
015040 PRIMARY CARE PROGRAM	112.960	0	112.960	0	112.960
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	62.000	0	62.000	0	62.000
015040 SCHOOL HEALTH SERVICES	76.833	0	76.833	0	76.833
015050 CHD GENERAL REVENUE NON-CATEGORICAL	565.424	0	565.424	0	565.424
<b>GENERAL REVENUE TOTAL</b>	<b>921.194</b>	<b>0</b>	<b>921.194</b>	<b>0</b>	<b>921.194</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
	0	0	0	0	0
<b>NON GENERAL REVENUE TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	56.205	0	56.205	0	56.205
007000 ELC COVID ENHANCED DETECTION EXPANSION GRANT	73.020	0	73.020	0	73.020
007000 FAMILY PLANNING TITLE X - GRANT	47.609	0	47.609	0	47.609
007000 HEALTH DISPARITIES GRANT COVID-19	116.658	0	116.658	0	116.658
007000 PUBLIC HLTH INFRASTRUCTURE & WORKFORCE/CENTRAL 1	126.815	0	126.815	0	126.815
007000 IMMUNIZATION & VACCINES CHILDREN COVID 19 RESPON	19.347	0	19.347	0	19.347
007000 INFANT MORTALITY	23.729	0	23.729	0	23.729
007000 IMMUNIZATION ACTION PLAN	7.685	0	7.685	0	7.685
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	14.527	0	14.527	0	14.527
007000 MCH SPECIAL PROJCT DENTAL	8.364	0	8.364	0	8.364
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	85.178	0	85.178	0	85.178
015075 SCHOOL HEALTH SERVICES	80.416	0	80.416	0	80.416
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	506	0	506	0	506
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	2.894	0	2.894	0	2.894
<b>FEDERAL FUNDS TOTAL</b>	<b>662.953</b>	<b>0</b>	<b>662.953</b>	<b>0</b>	<b>662.953</b>
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	21.357	0	21.357	0	21.357
001092 ON SITE SEWAGE DISPOSAL PERMIT FEES	168.956	0	168.956	0	168.956
001092 CHD STATEWIDE ENVIRONMENTAL FEES	300	0	300	0	300
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	11.000	0	11.000	0	11.000
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	600	0	600	0	600
001206 SEPTIC TANK RESEARCH SURCHARGE	25	0	25	0	25
001206 SEPTIC TANK VARIANCE FEES 50%	200	0	200	0	200
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	400	0	400	0	400
001206 DRINKING WATER PROGRAM OPERATIONS	600	0	600	0	600
001206 TANNING FACILITIES	100	0	100	0	100
001206 ONSITE SEWAGE TRAINING CENTER	1.400	0	1.400	0	1.400
001206 MOBILE HOME & RV PARK FEES	560	0	560	0	560

## ATTACHMENT II

### SUWANNEE COUNTY HEALTH DEPARTMENT

#### Part II, Sources of Contributions to County Health Department

October 1, 2023 to September 30, 2024

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>	205.498	0	205.498	0	205.498
<b>5. OTHER CASH CONTRIBUTIONS - STATE:</b>					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	9.959	0	9.959	0	9.959
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	170.153	0	170.153	0	170.153
<b>OTHER CASH CONTRIBUTION TOTAL</b>	180.112	0	180.112	0	180.112
<b>6. MEDICAID - STATE/COUNTY:</b>					
001057 CHD CLINIC FEES	0	5.40	5.40	0	5.40
001148 CHD CLINIC FEES	0	84.002	84.002	0	84.002
001148 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2.084	2.084	0	2.084
<b>MEDICAID TOTAL</b>	0	86.626	86.626	0	86.626
<b>7. ALLOCABLE REVENUE - STATE:</b>					
	0	0	0	0	0
<b>ALLOCABLE REVENUE TOTAL</b>	0	0	0	0	0
<b>8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE</b>					
ADAP	0	0	0	26.055	26.055
PHARMACY DRUG PROGRAM	0	0	0	4.864	4.864
WIC PROGRAM	0	0	0	1,028.416	1,028.416
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	4.922	4.922
IMMUNIZATIONS	0	0	0	57.223	57.223
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>	0	0	0	1,121.480	1,121.480
<b>9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT</b>					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	100.000	100.000	0	100.000
<b>DIRECT COUNTY CONTRIBUTIONS TOTAL</b>	0	100.000	100.000	0	100.000
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>					
001077 CHD CLINIC FEES	0	25.981	25.981	0	25.981
001077 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	4.136	4.136	0	4.136
001094 CHD LOCAL ENVIRONMENTAL FEES	0	43.008	43.008	0	43.008
001110 VITAL STATISTICS CERTIFIED RECORDS	0	37.820	37.820	0	37.820
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>	0	110.945	110.945	0	110.945
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>					
001029 CHD CLINIC FEES	0	7.910	7.910	0	7.910
001029 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	2.232	2.232	0	2.232
001090 CHD CLINIC FEES	0	6.003	6.003	0	6.003
005000 CHD LOCAL REVENUE & EXPENDITURES	0	6	6	0	6
010300 MIGRANT LABOR HOUSING INSPECTION H-2A PROGRAM	0	5.696	5.696	0	5.696
011001 CHD HEALTHY START COALITION CONTRACT	0	174.366	174.366	0	174.366
011001 HEALTHY START MEDIPASS WAIVER - COALITION TO CHD	0	96.046	96.046	0	96.046
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-46.398	-46.398	0	-46.398
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>	0	245.861	245.861	0	245.861

**ATTACHMENT II**

**SUWANNEE COUNTY HEALTH DEPARTMENT**

**Part II, Sources of Contributions to County Health Department  
October 1, 2023 to September 30, 2024**

	State CHD Trust Fund (cash)	County CHD Trust Fund (cash)	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>12. ALLOCABLE REVENUE - COUNTY</b>					
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	13,884	13,884
BUILDING MAINTENANCE	0	0	0	8,760	8,760
GROUNDS MAINTENANCE	0	0	0	4,800	4,800
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	0	0	0	27,444	27,444
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
<b>GRAND TOTAL CHD PROGRAM</b>	1,969,757	543,432	2,513,189	1,148,924	3,662,113

**ATTACHMENT II**

**SUWANNEE COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**

**October 1, 2023 to September 30, 2024**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
<b>A. COMMUNICABLE DISEASE CONTROL:</b>										
IMMUNIZATION (101)	1.53	1,037	1,272	39,654	33,992	39,654	34,554	109,962	37,892	147,854
SEXUALLY TRANS. DIS. (102)	0.84	235	345	16,172	13,862	16,172	14,091	43,465	16,832	60,297
HIV/AIDS PREVENTION (03A1)	0.00	0	0	42	36	42	37	157	0	157
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.06	0	0	1,604	1,375	1,604	1,398	5,981	0	5,981
ADAP (03A4)	0.01	0	0	406	348	406	352	1,512	0	1,512
TUBERCULOSIS (104)	0.19	186	519	4,144	3,552	4,144	3,611	11,442	4,009	15,451
COMM. DIS. SURV. (106)	4.10	0	0	46,063	39,485	46,063	40,137	171,748	0	171,748
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	1.10	0	0	28,942	24,809	28,942	25,220	107,913	0	107,913
REFUGEE HEALTH (118)	0.04	0	0	1,161	995	1,161	1,010	4,327	0	4,327
VITAL RECORDS (180)	1.05	2,141	4,984	16,514	14,155	16,514	14,389	0	61,572	61,572
<b>COMMUNICABLE DISEASE SUBTOTAL</b>	<b>8.92</b>	<b>3,599</b>	<b>7,120</b>	<b>154,702</b>	<b>132,609</b>	<b>154,702</b>	<b>134,799</b>	<b>456,507</b>	<b>120,305</b>	<b>576,812</b>
<b>B. PRIMARY CARE:</b>										
CHRONIC DISEASE PREVENTION PRO (210)	0.51	0	17	16,628	14,254	16,628	14,490	62,000	0	62,000
WIC (21W1)	0.00	0	0	0	0	0	0	0	0	0
TOBACCO USE INTERVENTION (212)	0.00	0	0	0	0	0	0	0	0	0
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	3.44	465	756	77,793	66,684	77,793	67,786	274,356	15,700	290,056
IMPROVED PREGNANCY OUTCOME (225)	0.03	0	0	6,547	5,612	6,547	5,705	24,411	0	24,411
HEALTHY START PRENATAL (227)	1.80	165	1,091	37,101	31,803	37,101	32,328	0	138,333	138,333
COMPREHENSIVE CHILD HEALTH (229)	0.01	0	0	229	196	229	198	52	800	852
HEALTHY START CHILD (231)	2.41	167	1,116	63,804	54,693	63,804	55,597	0	237,898	237,898
SCHOOL HEALTH (234)	3.36	0	99,736	69,485	59,562	69,485	60,548	259,080	0	259,080
COMPREHENSIVE ADULT HEALTH (237)	0.29	79	107	9,486	8,132	9,486	8,266	31,310	4,060	35,370
COMMUNITY HEALTH DEVELOPMENT (238)	0.85	0	0	85,193	73,027	85,193	74,235	317,648	0	317,648
DENTAL HEALTH (240)	1.94	115	115	33,342	28,580	33,342	29,052	110,721	13,595	124,316
<b>PRIMARY CARE SUBTOTAL</b>	<b>14.64</b>	<b>991</b>	<b>102,938</b>	<b>399,608</b>	<b>342,543</b>	<b>399,608</b>	<b>348,205</b>	<b>1,079,578</b>	<b>410,386</b>	<b>1,489,964</b>
<b>C. ENVIRONMENTAL HEALTH:</b>										
<b>Water and Onsite Sewage Programs</b>										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.06	39	26	1,646	1,411	1,646	1,433	6,136	0	6,136
PUBLIC WATER SYSTEM (358)	0.00	0	0	0	0	0	0	0	0	0
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.22	1,128	3,476	94,675	81,155	94,675	82,495	345,955	7,045	353,000
<b>Group Total</b>	<b>4.28</b>	<b>1,167</b>	<b>3,502</b>	<b>96,321</b>	<b>82,566</b>	<b>96,321</b>	<b>83,928</b>	<b>352,091</b>	<b>7,045</b>	<b>359,136</b>
<b>Facility Programs</b>										
TATTOO FACILITY SERVICES (344)	0.00	0	0	0	0	0	0	0	0	0
FOOD HYGIENE (348)	0.51	73	117	10,197	8,741	10,197	8,884	38,019	0	38,019

**ATTACHMENT II**

**SUWANNEE COUNTY HEALTH DEPARTMENT**

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**

October 1, 2023 to September 30, 2024

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	0	0	0	0	0	0	0
GROUP CARE FACILITY (351)	0.00	0	0	0	0	0	0	0	0	0
MIGRANT LABOR CAMP (352)	0.10	18	18	2,070	1,774	2,070	1,804	2,022	5,696	7,718
HOUSING & PUB. BLDG. (353)	0.01	0	0	224	192	224	195	835	0	835
MOBILE HOME AND PARK (354)	0.13	75	36	2,593	2,223	2,593	2,261	9,670	0	9,670
POOLS/BATHING PLACES (360)	0.09	48	27	2,611	2,239	2,611	2,276	9,737	0	9,737
BIOMEDICAL WASTE SERVICES (364)	0.00	0	0	0	0	0	0	0	0	0
TANNING FACILITY SERVICES (369)	0.01	0	0	399	342	399	346	1,486	0	1,486
<b>Group Total</b>	<b>0.85</b>	<b>214</b>	<b>198</b>	<b>18,094</b>	<b>15,511</b>	<b>18,094</b>	<b>15,766</b>	<b>61,769</b>	<b>5,696</b>	<b>67,465</b>
<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Community Hygiene</b>										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	0.06	7	3	1,321	1,133	1,321	1,152	4,927	0	4,927
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	<b>0.06</b>	<b>7</b>	<b>3</b>	<b>1,321</b>	<b>1,133</b>	<b>1,321</b>	<b>1,152</b>	<b>4,927</b>	<b>0</b>	<b>4,927</b>
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	<b>5.19</b>	<b>1,388</b>	<b>3,703</b>	<b>115,736</b>	<b>99,210</b>	<b>115,736</b>	<b>100,846</b>	<b>418,787</b>	<b>12,741</b>	<b>431,528</b>
<b>D. NON-OPERATIONAL COSTS:</b>										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	3,992	3,422	3,992	3,479	14,885	0	14,885
MEDICAID BUYBACK (611)	0.00	0	0	0	0	0	0	0	0	0
<b>NON-OPERATIONAL COSTS SUBTOTAL</b>	<b>0.00</b>	<b>0</b>	<b>0</b>	<b>3,992</b>	<b>3,422</b>	<b>3,992</b>	<b>3,479</b>	<b>14,885</b>	<b>0</b>	<b>14,885</b>
<b>TOTAL CONTRACT</b>	<b>28.75</b>	<b>5,978</b>	<b>113,761</b>	<b>674,038</b>	<b>577,784</b>	<b>674,038</b>	<b>587,329</b>	<b>1,969,757</b>	<b>543,432</b>	<b>2,513,189</b>

**ATTACHMENT III  
SUWANNEE COUNTY HEALTH DEPARTMENT**

**CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION CERTIFICATE**

1. The CHD agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the Department.
2. The CHD assures that it will comply with the Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
3. Assurance of Civil Rights Compliance: The CHD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 *et seq.*); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the CHD agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the CHD, its successors, transferees, and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the CHD.

4. Confidentiality of Data, Files, and Records: The CHD agrees to restrict the use and disclosure of confidential USDA, Women, Infant, and Children (WIC) applicant and participant information as specified in 7 CFR § 246.26(d)(1)(i) in accordance with 7 CFR § 246.26(d)(1)(ii), as applicable.



**ATTACHMENT V  
SUWANNEE COUNTY HEALTH DEPARTMENT  
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2022-2023*	\$ _____ 0	\$ _____ 0	\$ _____ 0
2023-2024**	\$ _____ 0	\$ _____ 0	\$ _____ 0
2024-2025***	\$ _____ 0	\$ _____ 0	\$ _____ 0
2025-2026***	\$ _____ 0	\$ _____ 0	\$ _____ 0
<b>PROJECT TOTAL</b>	<b>\$ _____ 0</b>	<b>\$ _____ 0</b>	<b>\$ _____ 0</b>

**SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN**

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/ADDRESS: \_\_\_\_\_

PROJECT TYPE:

NEW BUILDING	_____ ROOFING	_____
RENOVATION	_____ PLANNING STUDY	_____
NEW ADDITION	_____ OTHER	_____

SQUARE FOOTAGE: \_\_\_\_\_ 0

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

START DATE *(Initial expenditure of funds)* : \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

DESIGN FEES: \$ \_\_\_\_\_ 0

CONSTRUCTION COSTS: \$ \_\_\_\_\_ 0

FURNITURE/EQUIPMENT: \$ \_\_\_\_\_ 0

TOTAL PROJECT COST: \$ \_\_\_\_\_ 0

COST PER SQ FOOT: \$ \_\_\_\_\_ 0

**Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.**

\* Cash balance as of 9/30/23

\*\* Cash to be transferred to FCO account.

\*\*\* Cash anticipated for future contract years.



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Approval of Wideman and Carter Construction Change Order 1 based on construction plan revisions due to utility conflicts.

**Considerations:** Original contract amount \$717,706.95. Change Order 1 decreases the contract amount by \$166,505.43. Construction price will be \$551,201.52.

**Recommendation:** Staff recommends approval of Change Order 1.

Respectfully submitted,

Dated: October 3, 2023

Greg Scott,  
County Administrator

# Change Order No. 1

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: 443690-1 and 443690-2	Owner: Suwannee County Board of County Commissioners	Owner's Contract No.: 2022-118-01
Contract: Wideman and Carter Paving contract		Date of Contract: 6/9/2023
Contractor: Curt's Construction, Inc.		Engineer's Project No.: L191106SUWL191107SUW

**The Contract Documents are modified as follows upon execution of this Change Order:**  
Description: Redesign of plans and updating of quantities

Attachments: (List documents supporting change): Redesigned plans and quantities

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
----------------------------------	----------------------------------

Original Contract Price: \$ <u>717,706.95</u>	Original Contract Times: <input type="checkbox"/> Working days    120 Calendar days Substantial completion (days or date): Ready for final payment (days or date):
--	--

Decrease from previously approved Change Orders No. _____ \$ <u>0</u>	Increase from previously approved Change Orders _____ Substantial completion (days): Ready for final payment (days):
--	--

Contract Price prior to this Change Order: \$ <u>717,706.95</u>	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
--	---

Increase of this Change Order: \$ <u>(\$166,505.43)</u>	Increase of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
--	---

Contract Price incorporating this Change Order: \$ <u>551,201.52</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):
---	--

RECOMMENDED: By: <u><i>Kym Asano</i></u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u><i>Dana Haynes</i></u> Contractor (Authorized Signature)
Date: <u>9-19-23</u>	Date: _____	Date: <u>9-19-23</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

## Mandy Frederickson

---

**From:** Young, Matthew <Matthew.Young@rsandh.com>  
**Sent:** Wednesday, September 27, 2023 11:07 AM  
**To:** Mandy Frederickson  
**Cc:** Hardy, Johnathon; Manos, Tony; Stanton, Claudine  
**Subject:** 443283-1-52-01 & 443283-1-52-02, T2847, SR 10 (US 90) Mill & Resurface from E. of CR-49 to the Columbia Co. Line\_Final Acceptance of Traffic Signal Installation  
**Attachments:** Form 700.010.22\_Final Acceptance of Traffic Signals.pdf

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

**SUBJECT: Final Acceptance of Traffic Signal Installation**

Job Description: SR 10 (US 90) Mill & Resurface from E. of CR-49 to the Columbia County Line  
Financial Project Number: 443283-1-52-01, 443-283-1-52-02  
Federal Aid Project Number: D221-059 B  
Contract Number: T2847  
County - Section Number: Suwannee (37010)

Good Morning Mandy,

Please find the attached form for final acceptance of signal installation and transfer of maintenance with regards to the traffic signals installed under this FDOT contract by Anderson Columbia. The traffic signals associated with this project were located at the intersection of SR 10 (US-90) and CR 137 in Welborn. We kindly request that you review the information contained in the form and if no exceptions are taken, please sign and return at your earliest convenience.

Feel free to contact me with any questions.

Thank you,

**Matthew Young, PE**

CEI Project Engineer  
157 SW McFarlane Ave, Lake City, FL 32025  
O 321-558-9572 | M 321-558-9572  
[Matthew.Young@rsandh.com](mailto:Matthew.Young@rsandh.com)  
[rsandh.com](http://rsandh.com) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

[Stay up-to-date with our latest news and insights.](#)



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**FINAL ACCEPTANCE OF TRAFFIC SIGNAL INSTALLATION(S)  
AND TRANSFER OF MAINTENANCE**

700-010-22  
TRAFFIC ENGINEERING  
& OPERATIONS  
08/02

Location(s):

SR 10 (US 90) mill and resurface from E. of CR-49 to the Columbia County line. Traffic signals located at intersection of SR 10 and CR 137 in Welborn. Safety improvements include installation of advanced flashing beacons on US 90.

Contract No. T2847 Financial Project No. 443283-1-52-01, 443283-1-52-02  
FAP No. D 221 059 B

Pursuant to Section 611, Standard Specifications for Road and Bridge Construction, the subject installation(s) was inspected by a responsible representative of the contractor, the Department of Transportation, and the County of Suwannee and/or City of \_\_\_\_\_.

Final acceptance of the installation(s) was made by the representative of the Department of Transportation and it was mutually agreed by all representatives that the City of \_\_\_\_\_ and/or the County of Suwannee would assume maintenance of the signal(s) on 08/31/2023 (date) at 12:00 Noon (time).

The subject signal(s) were placed into normal operation on 08/01/2023 (date) at 12:00 Noon (time).

Digitally signed by Joshua O McDougal  
**Joshua O McDougal** McDougal  
Date: 2023.09.27 09:33:52 -04'00'

Signature of Contractor's Representative  
Digitally signed by Johnathon R Hardy  
**Johnathon R Hardy**  
DN: CN=Johnathon R Hardy,  
c=US, o=FLORIDA DEPARTMENT OF TRANSPORTATION, ou=FLORIDA DEPARTMENT OF TRANSPORTATION, C=US  
Date: 2023.09.27 10:29:22 -04'00'

Signature of Department of Transportation Representative

Signature of Maintaining Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

Copies To: Maintaining Agency  
District Traffic Operations



IFAS Extension  
Suwannee County

1302 11th St. SW  
Live Oak, FL 32064  
386-362-2771  
386-364-1698 Fax

September 25, 2023

Suwannee County Board of County Commissioners  
Executive Summary for October 3, 2023 meeting

Objective:

We seek to obtain approval for the purchase of a 12-passenger van to transport our 4-H youth, Extension volunteers, and participants of Extension programs safely and efficiently to events. Purchase would be from the Florida Sheriff's Association, Sourcewell, or a sole source.

Consideration:

There are surplus funds from the Extension 2022-2023 budget which we are requesting to use for this purchase. Currently, 3-4 vehicles must be used to transport the number of people which is not labor nor fuel efficient.

Budget Impact:

Impact to the 2023-2024 budget would be minimal to not at all as our under expenditure of funds from 2022-2023 budget would be used. Surplus funds resulted from salary savings due to lengthy UF hiring process and two staff positions that were open for part of the year. Additionally, travel funds were not used by five agents due to Hurricane Idalia.

Recommendation:

Suwannee County Extension respectfully requests that the Board of County Commissioners approve the purchase of a passenger van from the Florida Sheriff's Association, Sourcewell, or sole source from under-utilized 2022-2023 funds.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Carolyn Saft'.

Carolyn Saft  
County Extension Director



Suwannee County Extension BOCC

Specification #	32
Unit Description	X2C

Prepared for:	Prepared by:
8/24/2023 Suwannee County Extension BOCC Attn: Michelle Drummond <a href="mailto:drummond_m@ufl.edu">drummond_m@ufl.edu</a> 386-362-2771	<b>Garber Ford, Inc.</b> Dan Drake (904) 264-2442 ext.2332 FAX: (904) 284-0054 3380 Hwy 17 Green Cove Springs, FL 32043 <a href="mailto:d Drake@garberautomall.com">d Drake@garberautomall.com</a>

Prices are published by the Florida Sheriffs Association ([www.flsheriffs.org](http://www.flsheriffs.org)) Purchasing contract number is FSA22-VEL30.0 Pursuit, Administrative & Other Vehicles, expiring September 30th, 2023. If you have any questions regarding this quote please call!

		Base Price North	
X2C	2023 FORD TRANSIT T-350 MED ROOF PASSENGER VAN RWD, X2C	\$45,878.00	
Codes	Optional Equipment	Unit Price	Net Price
301A	XL EQUIPMENT PACKAGE	Included	\$0.00
998	3.5L GAS ENGINE	Included	\$0.00
44U	10-SPEED AUTOMATIC TRANSMISSION	Included	\$0.00
YZ	SOLID EXTERIOR PAINT: OXFORD WHITE	Included	\$0.00
VK	VINYL BUCKET SEATS: PALAZZO GRAY	Included	\$0.00
43R	REVERSE SENSING SYSTEM	294	\$294.00
543	LONG-ARM POWER MIRRORS	64	\$64.00
60C	CRUISE CONTROL	324	\$324.00
63E	Dual Bateriaes	294	\$294.00
	DEALER INSTALLED OPTIONS		
TINT	Dealer Tint All Windows Includes Windshield Strip	869	\$869.00
STEPS	Small Step Driver Door Full Length Passenger Side Running Board	495	\$495.00
DEL	Delivery	Included	\$0.00
BUA	Back Up Alarm Dealer Installed	165	\$165.00
TTAG	Temporary Tag	6	\$6.00
<b>TOTAL</b>			<b>\$ 48,389.00</b>

# SUWANNEE COUNTY

## Planning & Zoning

### Executive Summary Temporary Use Permit for Spirit of the Suwannee Music Park/James Cornett

Objective: Temporary use permit to allow for primitive camping on lands adjacent to the Spirit of the Suwannee Music Park for the month of October for already scheduled events.

Considerations: The primitive camping areas at the Spirit of the Suwannee Music Park sustained significant damage as a result of Hurricane Idelia. This left several uprooted trees along with treetops hanging amongst other trees and branches. As a safety concern, the Spirit has requested temporary utilization of adjoining property for primitive camping for the month of October 2023.

Recommendation: We recommend approval of the temporary use.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR  
ZONING SPECIAL PERMIT  
FOR TEMPORARY USE

Name of Title Holder(s): JAMES CORNETT  
Address: 3076 95<sup>th</sup> DRIVE City, State, Zip: LIVE OAK, FL 32060  
Phone Number: 850/694-8687  
Agent's Name & Address (if applicable): TEENA PEAVEY, GM 386/364-1683  
OR Robin Young 850/694-8687 Phone Number: \_\_\_\_\_

Please provide the following information:

1. Legal Description: See Attached

Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: See Attached

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: See Attached

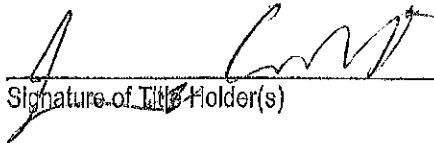
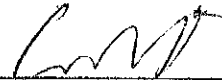
4. Has a zoning application been applied for on the subject property in the past? No. If so, please provide the Application No.: \_\_\_\_\_

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: Section 14.10.1 Suwannee County Land Development Regulations

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



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

   
Signature of Title Holder(s) Date 9-19-23

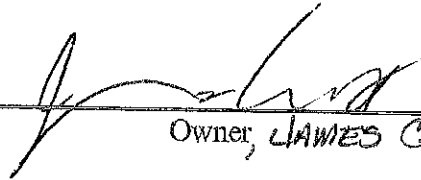
AUTHORIZATION FOR AGENT TO REPRESENT OWNER(S)

IN ZONING/LAND USE MATTERS

I (We), the undersigned owner(s), do hereby authorize Teena Peavey or Robin Young  
to act as my (our) agent in any and all zoning/land use requests and to represent us at all  
zoning/land use hearings pertaining to the following described real estate:

9-19-23

Date



Owner, JAMES CORNETT

\_\_\_\_\_  
Owner

# Application for Zoning Special Permit for Temporary Use

## TITLE HOLDER'S INFORMATION

James Cornett  
3636 Highway 129  
Live Oak, FL 32060  
386/688-4945

## AGENT'S NAME AND ADDRESS

Robin Young, Cornett's Spirit of the Suwannee, Inc.  
3076 95<sup>th</sup> Drive  
Live Oak, FL 32060  
850/694-8687

### 1. LEGAL DESCRIPTION

Suwannee County Tax Collector parcel numbers:

18-01S-14E-01767-001005 a 5.52 acre parcel;  
18-01S-14E-01767-001010 a 2.85 acre parcel;  
18-01S-14E-01767-001008 a 32.25 acre parcel;  
18-01S-14E-01767-000010 a 5 acre parcel;  
18-01S-14E-01767-000020 a 2.5 acre parcel;  
18-01S-14E-01767-000110 a 10 acre parcel;  
18-01S-14E-01768-004000 a 31.02 acre parcel;  
18-01S-14E-01768-008000 a 5 acre parcel;  
18-01S-14E-01768-007010 a 5 acre parcel;  
18-01S-14E-01767-000100 a 32.27 acre parcel;  
18-01S-14E-01767-001009 a 4.15 acre parcel;  
18-01S-14E-01767-001002 a 2 acre parcel; and  
18-01S-14E-01767-001003 a 4.02 acre parcel comprising approximately 120 acres of property.

### 2. DRIVING DIRECTIONS

Take Highway 129 North to Highway 132, Head East (Left) on Highway 132, Turn North (Right) on 103<sup>rd</sup> Road. Parcels will be on your Right.

### 3. DESCRIBE THE PROPOSED USE, INCLUDING, WHERE APPLICABLE, SIZE OF BUILDINGS, NUMBER OF EMPLOYEES, EXPECTED DAILY TRAFFIC, AND ANY OTHER DATA PERTINENT TO THIS USE:

Cornett's Spirit of the Suwannee, Inc., is poised to produce two large music festivals during the month of October 2023 at the at the Spirit of the Suwannee Music Park and Campground (Park), Suwannee Roots Revival to be held on October 5<sup>th</sup> – 8<sup>th</sup>, 2023, with approximately 5,000 attendees; and Suwannee Hulaween to be held on October 26<sup>th</sup> – 29<sup>th</sup>, 2023 with approximately 20,000 guests and several thousand staff persons attending the show. Tickets for both shows are currently onsale. Suwannee Hulaween is close to being sold out.

Suwannee Roots Revival is produced by the Park and the Park is diligently working to be able to produce the Festival within the confines of the Park which has a zoning classification as designated as a campground and convention facility.

Cornett's Spirit of the Suwannee, Inc., has entered into a contract with Hula Holdings LLC to conduct a multi-day music Festival known as Suwannee Hulaween on October 26<sup>th</sup> – 29<sup>th</sup>, 2023. This is the 10<sup>th</sup> year this music festival has been held. This festival will bring in substantially more guests into Suwannee County from all over the world than any of the Park's other festivals.

On August 30<sup>th</sup>, 2023, Hurricane Idalia crossed through Suwannee County rendering serious damage to the Park. Some of this damage occurred in the natural areas of the Park to include downed trees, broken limbs in the tree tops, uprooted trees, trash and debris scattered through the property, and road closures. These areas are typically used for primitive camping during the festivals. However, following the Hurricane Idalia impact, the Park would like to provide another option on property owned by James Cornett, that is adjacent to the Park. (see proposed map).

The parcels will be used to provide primitive camping for approximately 5,000 campers during the Suwannee Hulaween Festival October 22<sup>nd</sup> through October 29<sup>th</sup>, 2023. Temporary supporting structures such as Port-O-Pots, Handwashing Stations, Showers, Waste Containers, and Potable Water would ideally be placed on these parcels. Roadways will be approximately 18' wide. Parking spaces will be approximately 10' x 20' and will accommodate a vehicle and tent. A small amount of spaces will be designated for Primitive RVs and will be approximately 10' x 40'

Vehicles will include cars and RV's. Approximately 100 cars and RV's per acre will be placed for an estimated 3,000 camping spaces.

The roadway traffic will flow in a one-way traffic pattern. Once the cars are parked, they will not be allowed to leave and return, they will exit only. Vehicles may be offered the option of exiting through the Park or 103<sup>rd</sup> Road. On Monday, October 30<sup>th</sup>, 2023 guests will begin to depart. They will be directed to depart through the Gate at 132 and then instructed to turn right on Highway 132. Signs will direct them to I-10 and I-75. The Park and Promoter will pay for Sheriff's Department traffic control from 8am to 5pm on the day of the Exit. One patrol officer will direct traffic officer will direct traffic on 132. Temporary facilities will be removed during the week following the event.

There are four adjacent landowners.

- Duke Energy owns the abandoned rail corridor that guests will cross from the Park into the temporary camping area. Park has requested two crossing easements from Duke Energy.
- Keith & Jennifer Rowland own the parcel that will require a temporary easement to cross. We have received verbal approval to cross the parcel. Park and Promoter will provide a buffer to this parcel to eliminate disturbances to this landowner.
- Suwannee River Water Management District owns a parcel that will adjoin the landowners parcel, but will not be used.
- George & Ann Stover owns a parcel that will adjoin the landowners parcel, but will not be used. This parcel has a natural tree line and a temporary road along the boundary that will serve as a buffer.
- Tina Ellis and Santiago & Roseanna Martinez own a small parcel that will adjoin the landowners parcel, but will not be used. This parcel has a fence that will serve as a buffer.

Traffic flow into the temporary campground will be heaviest on Wednesday and Thursday for camping set up. Some traffic will leave on Sunday after the show ends at 9pm. Most of the traffic will leave the site Monday, October 30<sup>th</sup>, 2023.

4. Has a zoning application been applied for on the subject property in the past? NO
5. List the specific special permit and section number from the Land Development Regulations for which you are applying: Section 14.10.1 Suwannee County Land Development Regulations

9-19-23 4p clean

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << **18-01S-14E-01767-001005** >>

Aerial Viewer Pictometry Google Maps

## Owner & Property Info

Owner	<b>CORNETT JAMES</b> 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description*	LEG 5.52 ACRES FOR PT OF REF COMM AT SW COR OF SE1/4 OF SW1/4 & RUN N 88 DEG 47'07 E ALONG S LINE OF SEC 91.97 FT TO E R/W LINE OF CNTY GRADED RD & POB N 01 DEG 35'55 W ALONG E R/W 494.37 FT S 77 DEG 25'30 E 537.31 FT S 16 DEG 10'58 W TO S LINE OF SEC R ...more>>>		
Land Area	5.52 AC	S/T/R	18-01S-14E
Use Code**	VACANT (0)	Tax District	COUNTY (CO)

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

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



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$38,088	Mkt Land	\$43,884
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$1,091	XFOB	\$1,091
Market	\$39,179	Market	\$44,975
Assessed	\$24,963	Assessed	\$27,459
Exempt	\$0	Exempt	\$0
Total Taxable	\$39,179	Total Taxable	\$44,975

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2014	\$100	1822/0161	V	U
10/1/2009	\$100	1556/0290	V	U
5/1/2009	\$100	1535/0287	V	U
8/1/2005	\$83,000	1225/0003	I	Q
9/1/2004	\$11,300	1135/0018	V	Q
3/1/2002	\$48,000	925/0264	I	Q
10/1/2001	\$38,000	896/0087	I	Q

## Building Characteristics

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

## Land Breakdown

Year Blt	Desc	Units	Value
1989	WOOD BLDG	20 x 20 (400)	1000
1989	CONCRETE	40 x 27 (1080)	91

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

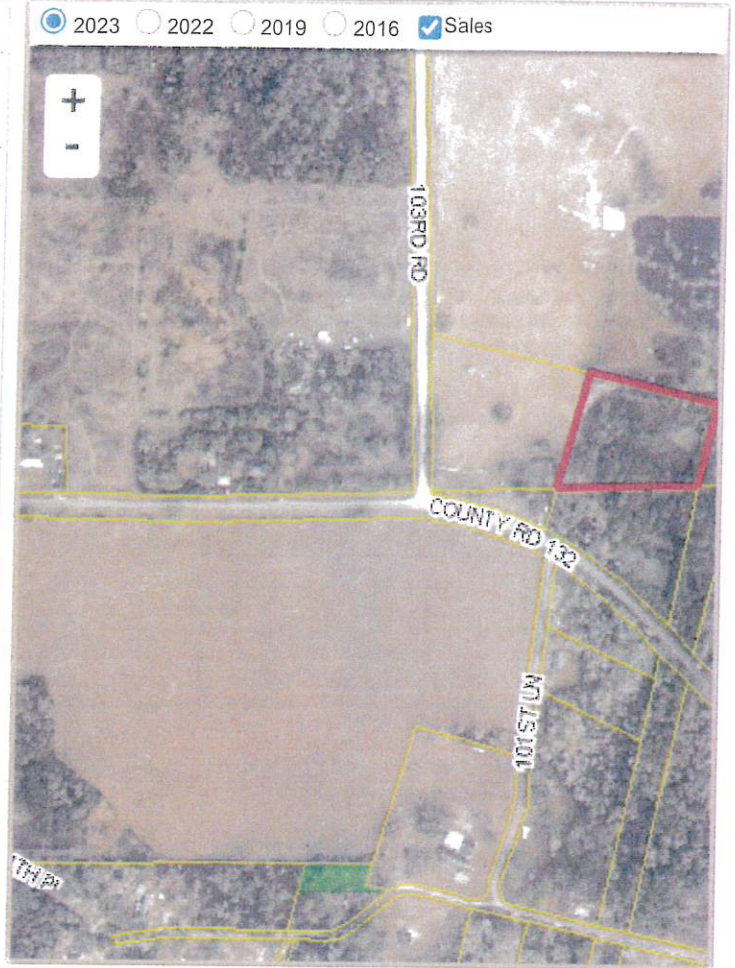
Parcel: << **18-01S-14E-01767-001010** >>

Aerial Viewer Pictometry Google Maps

## Owner & Property Info

Owner	<b>CORNETT JAMES</b> 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description*	LEG 2.85 ACRES PART OF SE1/4 OF SW1/4 OF SECT 18 & PART OF NE1/4 OF NW1/4 OF SECT 19 BEING MORE PARTICULARLY DESC AS FOLLOW FOR PT OF REF COMM AT SW COR SE1/4 OF SW1/4 THENCE RUN N 88 DEG 47' 07 E ALONG S LINE 91.97 FT TO E R/W LINE OF CNTY GRADED RD RUN ...more>>>		
Land Area	2.85 AC	S/T/R	18-01S-14E
Use Code**	VACANT (0)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
 \*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$28,500	Mkt Land	\$28,500
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$28,500	Market	\$28,500
Assessed	\$18,810	Assessed	\$20,691
Exempt	\$0	Exempt	\$0
Total Taxable	\$28,500	Total Taxable	\$28,500

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
12/1/2014	\$27,300	1839/0012	V	Q
3/1/2011	\$100	1635/0068	I	U
3/1/1997	\$8,000	625/0073	V	Q
2/1/1997	\$100	620/0046	V	Q
8/1/1996	\$11,000	595/0125	V	

## Building Characteristics

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

## Land Breakdown

Year Blt	Desc	Units	Value
NONE			

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << **18-01S-14E-01767-001008** >>

Aerial Viewer Pictometry Google Maps

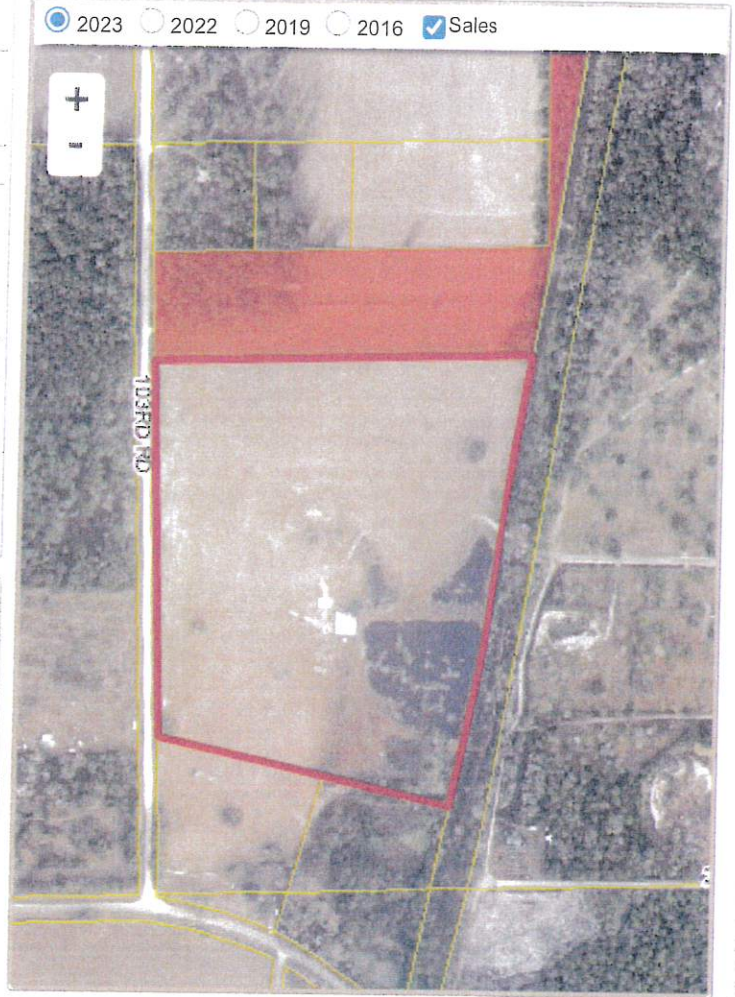
2023  2022  2019  2016  Sales

## Owner & Property Info

Owner	<b>CORNETT JAMES C</b> 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description*	LEG 32.25 ACRES COMM AT THE SW COR OF E1/2 OF SW1/4 RUN E 91.97 FT TO R/W LINE OF EXISTING CNTY RD RUN N ALONG E R/W LINE 494.37 FT TO POB CONT N 1171.70 FT E 1220.38 FT TO E LINE OF SW1/4 S 5.96 FT TO W R/W LINE OF S C L RR (ABANDONED) RUN S 9 DEG W AL ...more>>>		
Land Area	32.25 AC	S/T/R	18-01S-14E
Use Code**	GRAZING SOIL CAP 1 (6000)	Tax District	COUNTY (CO)

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

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



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$64,500	Mkt Land	\$64,500
Ag Land	\$13,222	Ag Land	\$13,222
Building	\$0	Building	\$0
XFOB	\$2,831	XFOB	\$2,831
Market	\$67,331	Market	\$67,331
Assessed	\$16,053	Assessed	\$16,053
Exempt	\$0	Exempt	\$0
Total Taxable	\$16,053	Total Taxable	\$16,053

## ▼ Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
7/31/2019	\$209,700	2132/0060	V	Q
8/1/1994	\$27,500	519/0125	V	

## ▼ Building Characteristics

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

## ▼ Land Breakdown

Year Blt	Desc	Units	Value
2009	PWR/POLE	0 x 0 (1)	300
2009	OP-SHEL-DT	60 x 38 (2280)	2052
2009	OP-SHEL-DT	14 x 38 (532)	479



# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << 18-01S-14E-01767-000010 >>

Aerial Viewer Pictometry Google Maps

## Owner & Property Info

Owner	CORNETT JAMES 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description*	LEG 5.00 ACRES E1/2 OF S1/2 OF N1/2 OF NE1/4 OF SW1/4 & TOGETHER WITH AN EASEMENT ORB 1859 P 406-07 WD YR 2015		
Land Area	5.00 AC	S/T/R	18-01S-14E
Use Code**	GRAZING SOIL CAP 1 (6000)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
 \*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$10,000	Mkt Land	\$10,000
Ag Land	\$2,050	Ag Land	\$2,050
Building	\$0	Building	\$0
XFOB	\$2,636	XFOB	\$2,636
Market	\$12,636	Market	\$12,636
Assessed	\$4,686	Assessed	\$4,686
Exempt	\$0	Exempt	\$0
Total Taxable	\$4,686	Total Taxable	\$4,686

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
4/1/2015	\$24,000	1859/0406	I	Q
10/1/2011	\$100	1692/0133	V	U

## Building Characteristics

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

## Land Breakdown

Year Blt	Desc	Units	Value
1994	CONCRETE	28 x 22 (616)	26
1996	SEPTIC	0 x 0 (1)	870
1996	SEPTIC	0 x 0 (1)	870
1999	SEPTIC	0 x 0 (1)	870

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << 18-01S-14E-01767-000020 >>

Aerial Viewer Pictometry Google Maps

2023  2022  2019  2016  Sales

## Owner & Property Info

Owner	CORNETT JAMES 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description*	LEG 2.50 ACRES E1/2 W1/2 OF S1/2 OF N1/2 OF NE1/4 OF SW1/4 & TOGETHER WITH & SUBJECT TO AN EASEMENT ORB 2075 P 497 WD YR 2019		
Land Area	2.50 AC	S/T/R	18-01S-14E
Use Code**	GRAZING SOIL CAP 1 (6000)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
 \*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$15,000	Mkt Land	\$15,000
Ag Land	\$615	Ag Land	\$615
Building	\$0	Building	\$0
XFOB	\$2,970	XFOB	\$2,970
Market	\$17,970	Market	\$17,970
Assessed	\$10,482	Assessed	\$11,469
Exempt	\$0	Exempt	\$0
Total Taxable	\$13,585	Total Taxable	\$13,585

### ▼ Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
9/1/2018	\$13,000	2075/0497	V	Q

### ▼ Building Characteristics

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

### ▼ Land Breakdown

Year Blt	Desc	Units	Value
2020	PWR/POLE	0 x 0 (1)	300
2020	SEPTIC	0 x 0 (1)	870
2020	WELL	0 x 0 (1)	1800

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

2023 Preliminary Certificate  
updated: 9/14/20

Parcel: << 18-01S-14E-01767-000110 >>

**Owner & Property Info**

Owner	CORNETT JAMES 3076 95TH DR LIVE OAK, FL 32060		
Site			
Description	LEG 10.00 ACRES THE N1/2 OF NW1/4 OF NE1/4 OF SW1/4 OF SECT 18-1-14 SUBJECT TO A 50 FT EASEMENT ACROSS THE N SIDE OF PROPERTY ALL LYING IN SUW CNTY & THE N1/2 OF NE1/4 OF NE1/4 OF SW1/4 OF SECT 18-1-14 SUBJECT TO A 50 FT EASEMENT ACROSS N SIDE OF PROPERT ...more>>		
Land Area	10.00 AC	S/T/R	18-01S-14E
Use Code**	GRAZING SOIL CAP 1 (6000)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

**Property & Assessment Values**

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$46,000	Mkt Land	\$50,600
Ag Land	\$2,460	Ag Land	\$2,460
Building	\$0	Building	\$0
XFOB	\$5,940	XFOB	\$5,940
Market	\$51,940	Market	\$56,540
Assessed	\$25,274	Assessed	\$27,555
Exempt	\$0	Exempt	\$0
Total Taxable	\$34,400	Total Taxable	\$39,000

Aerial Viewer Pictometry Google Maps

2023 2022 2019 2016 Sales



**Sales History**

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2014	\$100	18220161	V	U
11/1/2009	\$100	15620216	V	U
10/1/2009	\$100	15560317	V	U
10/1/2009	\$100	15560295	V	U
5/1/2009	\$100	15320003	V	U
5/1/2009	\$100	15310436	V	U
10/1/2004	\$13,500	11420341	V	U
9/1/1999	\$100	7650034	V	Q
6/1/1995	\$5,250	5980104	V	Q

**Building Characteristics**

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

**Land Breakdown**

Year Blt	Desc	Units	Value
2006	PWR/POLE	0 x 0 (1)	300
2006	PWR/POLE	0 x 0 (1)	300
2006	SEPTIC	0 x 0 (1)	870
2006	SEPTIC	0 x 0 (1)	870
2006	WELL	0 x 0 (1)	1800
2006	WELL	0 x 0 (1)	1800

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

**2023 Preliminary Certified**  
updated: 9/14/23

Parcel: << 18-01S-14E-01768-004000 >>

**Owner & Property Info**

Owner: CORNETT JAMES  
3076 95TH DR  
LIVE OAK, FL 32060

Site: 2660 103RD RD, LIVE OAK

Description: LEG 31.02 ACRES SW1/4 OF SE1/4 OF NW1/4 LOTS 9 & 10 & S1/2 OF NE1/4 OF SE1/4 OF NW1/4 & SE1/4 OF SE1/4 OF NW1/4 & ALL THAT PART OF S1/2 OF NW1/4 OF SW1/4 OF NE1/4 LYING W OF FLA POWER CORP R/W (FORMERLY SCL RR R/W) & ALL THAT PART OF SW1/4 OF SW1/4 OF NE ...more>>

Land Area: 31.02 AC S/T/R: 18-01S-14E

Use Code: IMPROVED AGRICULTURE (5000) Tax District: COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Aerial Viewer Pictometry Google Maps

2023 2022 2019 2016 Sales



**Property & Assessment Values**

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$88,922	Mkt Land	\$92,835
Ag Land	\$9,420	Ag Land	\$9,420
Building	\$27,675	Building	\$29,651
XFOB	\$14,787	XFOB	\$14,787
Market	\$131,384	Market	\$137,273
Assessed	\$69,416	Assessed	\$75,416
Exempt	\$0	Exempt	\$0
Total Taxable	\$92,804	Total Taxable	\$98,693

**Sales History**

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
4/1/2003	\$80,100	1007/0315	I	Q
6/1/1996	\$13,000	588/0265	V	
2/1/1994	\$49,500	481/0327	I	
11/1/1991	\$45,000	422/0620	I	

**Building Characteristics**

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Total SF
Sketch	1	MOBILE FAMILY	1980	1615

\*The Bldg Desc determinations shown here are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

**Land Breakdown**

Year Blt	Desc	Units	Value
1986	WOOD BLDG	24 x 24 (576)	2880
2009	CONCRETE	16 x 12 (192)	8
2009	CONCRETE	12 x 24 (288)	12
2009	FIREPLACE	0 x 0 (1)	600
2009	CONCRETE	4 x 5 (20)	1
1982	PWR/POLE	0 x 0 (1)	300
1999	PWR/POLE	0 x 0 (1)	300
2006	PWR/POLE	0 x 0 (1)	300
1994	SEPTIC	0 x 0 (1)	300
1994	SEPTIC	0 x 0 (1)	870
2006	SEPTIC	0 x 0 (1)	870
2009	OP-SHEL-DT	0 x 0 (1)	870
2009	OP-SHEL-DT	40 x 26 (1040)	936
1982	WELL	40 x 40 (1600)	1440
2006	WELL	0 x 0 (1)	1800
2006	WELL	0 x 0 (1)	1800
2016	WELL	0 x 0 (1)	1800

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << **18-01S-14E-01768-008000** >>

## Owner & Property Info

Owner	CORNETT JAMES 3076 95TH DR LIVE OAK, FL 32060		
Site	2634 103RD RD, LIVE OAK		
Description*	LEG 5.00 ACRES S1/2 OF NW1/4 OF SE1/4 OF NW1/4 LESS RD R/W ORB 2085 P 259 WD YR 2019 NOTE RP #12355668 YR 95		
Land Area	5.00 AC	S/T/R	18-01S-14E
Use Code**	MOBILE HOME (200)	Tax District	COUNTY (CO)

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

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

## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$34,500	Mkt Land	\$39,750
Ag Land	\$0	Ag Land	\$0
Building	\$29,412	Building	\$31,514
XFOB	\$3,230	XFOB	\$3,230
Market	\$67,142	Market	\$74,494
Assessed	\$61,647	Assessed	\$67,812
Exempt	\$0	Exempt	\$0
Total Taxable	\$67,142	Total Taxable	\$74,494



## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
11/1/2018	\$60,000	2085/0259	I	Q
7/1/1994	\$21,500	497/0199	I	

## Building Characteristics

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
Sketch	1	MOBILE FAMILY	1994	1158

\* The Bldg Desc determinations shown here are used by the Property Appraisers office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

## Land Breakdown

Year Blt	Desc	Units	Value
1990	FST	8 x 12 (96)	192
1975	SEPTIC	0 x 0 (1)	870
1975	PWR/POLE	0 x 0 (1)	300
1975	WELL	0 x 0 (1)	1800
2016	BRD FENCE	0 x 0 (64)	68

**Suwannee County Property Appraiser**

Ricky Gamble, CFA

2023 Preliminary Certificate  
updated: 9/14/20

Parcel: << 18-01S-14E-01768-007010 >>

**Owner & Property Info**

Owner: CORNETT JAMES C  
3076 95TH DR  
LIVE OAK, FL 32060

Site: 2622 103RD RD, LIVE OAK

Description: LEG 5.00 ACRES N1/2 OF NW1/4 OF SE1/4 OF NW1/4 LESS & EXCEPT RD R/W ON THE W SIDE THEREOF ORB 1999 P 431 WD YR 2018 NOTES CD#1 RP#12693663 & 662 YR 16 CD#2 12693662 & 663 YR 02

Land Area: 5.00 AC S/T/R 18-01S-14E

Use Code: MOBILE HOME (200) Tax District: COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

**Property & Assessment Values**

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$34,500	Mkt Land	\$39,750
Ag Land	\$0	Ag Land	\$0
Building	\$45,173	Building	\$48,399
XFOB	\$7,647	XFOB	\$7,647
Market	\$87,320	Market	\$95,796
Assessed	\$87,320	Assessed	\$95,796
Exempt	\$0	Exempt	\$0
Total Taxable	\$87,320	Total Taxable	\$95,796

Aerial Viewer Pictometry Google Maps

2023 2022 2019 2016 Sales



**Sales History**

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2017	\$140,000	1999/0431	I	Q
2/1/2000	\$41,000	787/0279	I	Q
9/1/1999	\$11,000	765/0255	I	Q
11/1/1998	\$100	718/0015	I	Q
3/1/1995	\$16,000	525/0490	V	

**Building Characteristics**

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
Sketch	1	MOBILE FAMILY	1995	2077
Sketch	2	MOBILE FAMILY	1998	899

\* The Bldg Desc determinations shown here are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

**Land Breakdown**

Year Blt	Desc	Units	Value
2010	FST	8 x 8 (64)	160
2010	FST	18 x 10 (180)	450
1995	PWR/POLE	0 x 0 (1)	300
1995	PWR/POLE	0 x 0 (1)	300
2010	OP-SHEL-FL	20 x 22 (440)	660
1995	SEPTIC	0 x 0 (1)	870
1995	SEPTIC	0 x 0 (1)	870
2015	OP-SHEL-DT	26 x 11 (286)	257
2015	OP-SHEL-DT	20 x 10 (200)	180
1995	WELL	0 x 0 (1)	1800
1995	WELL	0 x 0 (1)	1800

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

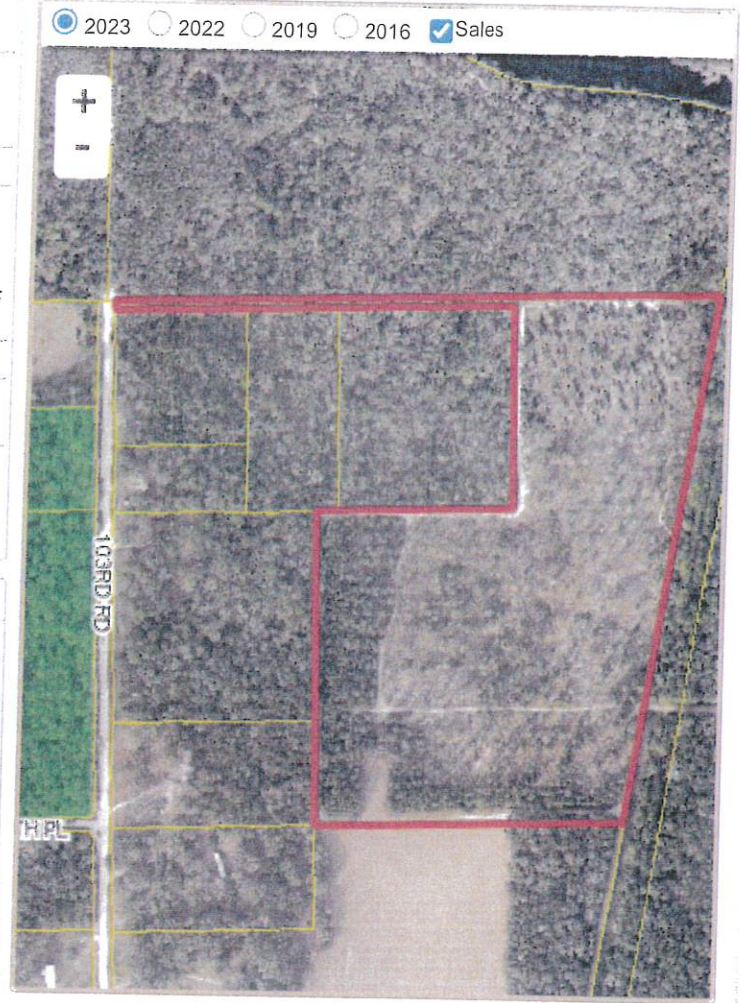
Parcel: << **18-01S-14E-01767-000100** >>

Aerial Viewer Pictometry Google Maps

## Owner & Property Info

Owner	CORNETT JAMES C 3076 95TH DRIVE LIVE OAK, FL 32060		
Site			
Description*	LEG 32.27 ACRES THE NORTH 30.00 FT OF THE N1/2 OF NE1/4 OF NW1/4; AND THE SE1/4 OF NE1/4 OF NW1/4; AND N1/2 OF NE1/4 OF SE1/4 OF NW1/4; AND AND THAT PORTION OF THE W1/2 OF NW1/4 OF NE1/4; AND THAT PORTION OF THE N1/2 OF NW1/4 SW1/4 OF NE1/4 LYING WEST ...more>>>		
Land Area	32.27 AC	S/T/R	18-01S-14E
Use Code**	TIMBERLAND 80-89 (5500)	Tax District	COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
 \*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$64,540	Mkt Land	\$64,540
Ag Land	\$10,229	Ag Land	\$10,229
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$64,540	Market	\$64,540
Assessed	\$10,229	Assessed	\$10,229
Exempt	\$0	Exempt	\$0
Total Taxable	\$10,229	Total Taxable	\$10,229

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2014	\$100	1822/0161	V	U
10/1/2009	\$100	1556/0238	V	U
5/1/2009	\$100	1535/0309	V	U
5/1/2003	\$50,000	1014/0443	V	
9/1/1997	\$21,500	798/0334	V	
8/1/1997	\$13,600	649/0214	V	Q

## Building Characteristics

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

## Land Breakdown

Year Blt	Desc	Units	Value
NONE			

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << **18-01S-14E-01767-001009** >>

Aerial Viewer Pictometry Google Maps



## Owner & Property Info

Owner	<b>CORNETT JAMES</b> 3076 95TH DR LIVE OAK, FL 32060		
Site	.		
Description*	LEG 4.15 ACRES COMM AT NE COR OF NE1/4 OF NW1/4 & RUN S 0 DEG 50'04 E ALONG E LINE OF NE1/4 OF NW1/4 30 FT S 88 DEG 44'59 W 579.91 FT TO POB S 01 DEG 01' 00 E 625.89 FT TO S LINE OF N1/2 OF NE1/4 OF NW1/4 S 88 DEG 41'33 W ALONG SAID S LINE 288.97 FT N 0 ...more>>>		
Land Area	4.15 AC	S/T/R	18-01S-14E
Use Code**	VACANT (0)	Tax District	COUNTY (CO)

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

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

## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$26,975	Mkt Land	\$31,747
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$26,975	Market	\$31,747
Assessed	\$15,065	Assessed	\$16,571
Exempt	\$0	Exempt	\$0
Total Taxable	\$26,975	Total Taxable	\$31,747

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2014	\$100	1822/0161	V	U
10/1/2009	\$100	1556/0319	V	U
5/1/2009	\$100	1535/0293	V	U
10/1/2004	\$10,400	1134/0284	V	
3/1/1995	\$6,800	527/0335	V	

## Building Characteristics

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

## Land Breakdown

Year Blt	Desc	Units	Value
		NONE	



**Suwannee County Property Appraiser**

Ricky Gamble, CFA

2023 Preliminary Certificate updated: 9/14/2023

Parcel: << 18-01S-14E-01767-001002 >>

**Owner & Property Info**

Owner: CORNETT JAMES AS TRUSTEE OF SPIRIT OF THE SUWANNEE MUSIC PARK LAND TRUST  
 3076 95TH DR  
 LIVE OAK, FL 32060

Site: 2442 103RD RD, LIVE OAK

Description: LEG 2.00 ACRES COM AT SW COR OF N1/2 OF NE1/4 OF NW1/4 & RUN E 30 FT TO POB THENCE CON E 420 FT N 210 FT W 420 FT S 210 FT TO POB ORB 1435 P 119-120 WD YR 08 ORB 1556 P 238-240 QCD YR 2010 ORB 1822 P 161-94 QCD YR 2015

Land Area: 2.00 AC S/T/R: 18-01S-14E

Use Code: MOBILE HOME (200) Tax District: COUNTY (CO)

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
 \*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

**Property & Assessment Values**

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$20,000	Mkt Land	\$20,000
Ag Land	\$0	Ag Land	\$0
Building	\$23,629	Building	\$25,317
XFOB	\$3,810	XFOB	\$3,810
Market	\$47,439	Market	\$49,127
Assessed	\$45,240	Assessed	\$49,127
Exempt	\$0	Exempt	\$0
Total Taxable	\$47,439	Total Taxable	\$49,127



**Sales History**

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
8/1/2014	\$100	1322/0161	I	U
10/1/2009	\$100	1556/0238	I	U
5/1/2009	\$100	1535/0309	I	U
12/1/2007	\$61,000	1435/0117	I	
11/1/1989	\$23,500	375/0435	I	Q
3/1/1989	\$100	359/0502	I	Q

**Building Characteristics**

Bldg Sketch	Bldg Item	* Bldg Desc	Year Blt	Total SF
Sketch	1	MOBILE FAMILY	1984	1187

\*The Bldg Desc determinations shown here are used by the Property Appraiser's office solely for the purpose of determining a property's Just Value for ad valorem tax purposes and should not be used for any other purpose.

**Land Breakdown**

Year Blt	Desc	Units	Value
1993	FST	12 x 16 (192)	240
1984	FIREPLACE	0 x 0 (1)	600
1985	PWR/POLE	0 x 0 (1)	300
1985	SEPTIC	0 x 0 (1)	870
1985	WELL	0 x 0 (1)	1800

# Suwannee County Property Appraiser

Ricky Gamble, CFA

**2023 Preliminary Certified**

updated: 9/14/2023

Parcel: << **18-01S-14E-01767-001003** >>

Aerial Viewer Pictometry Google Maps

2023  2022  2019  2016  Sales

## Owner & Property Info

Owner	<b>CORNETT JAMES</b> 3076 95TH DRIVE LIVE OAK, FL 32060		
Site	2432 103RD RD, LIVE OAK		
Description*	LEG 4.02 ACRES FOR PT OF REF COMM AT THE NE COR OF NE1/4 OF NW1/4 RUN S 00 DEG 50' 04 E ALONG THE E LINE OF NE1/4 OF NW1/4 A DISTANCE OF 30.00 FT RUN S 88 DEG 44'59 W 869.87 FT TO POB RUN S 88 DEG 41'33 W 420.00 FT RUN S 01 DEG 06'26 E 416.59 FT RUN N ...more>>>		
Land Area	4.02 AC	S/T/R	18-01S-14E
Use Code**	VACANT (0)	Tax District	COUNTY (CO)

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

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



## Property & Assessment Values

2022 Certified Values		2023 Preliminary Certified	
Mkt Land	\$26,130	Mkt Land	\$30,753
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$2,970	XFOB	\$2,970
Market	\$29,100	Market	\$33,723
Assessed	\$18,186	Assessed	\$20,005
Exempt	\$0	Exempt	\$0
Total Taxable	\$29,100	Total Taxable	\$33,723

## Sales History

Sale Date	Sale Price	Book/Page	Vac/Imp	Qualified
3/1/2011	\$100	1637/0234	V	U
1/1/2003	\$100	992/0177	V	Q
9/1/2002	\$7,000	958/0448	V	
8/1/1999	\$100	759/0385	V	Q

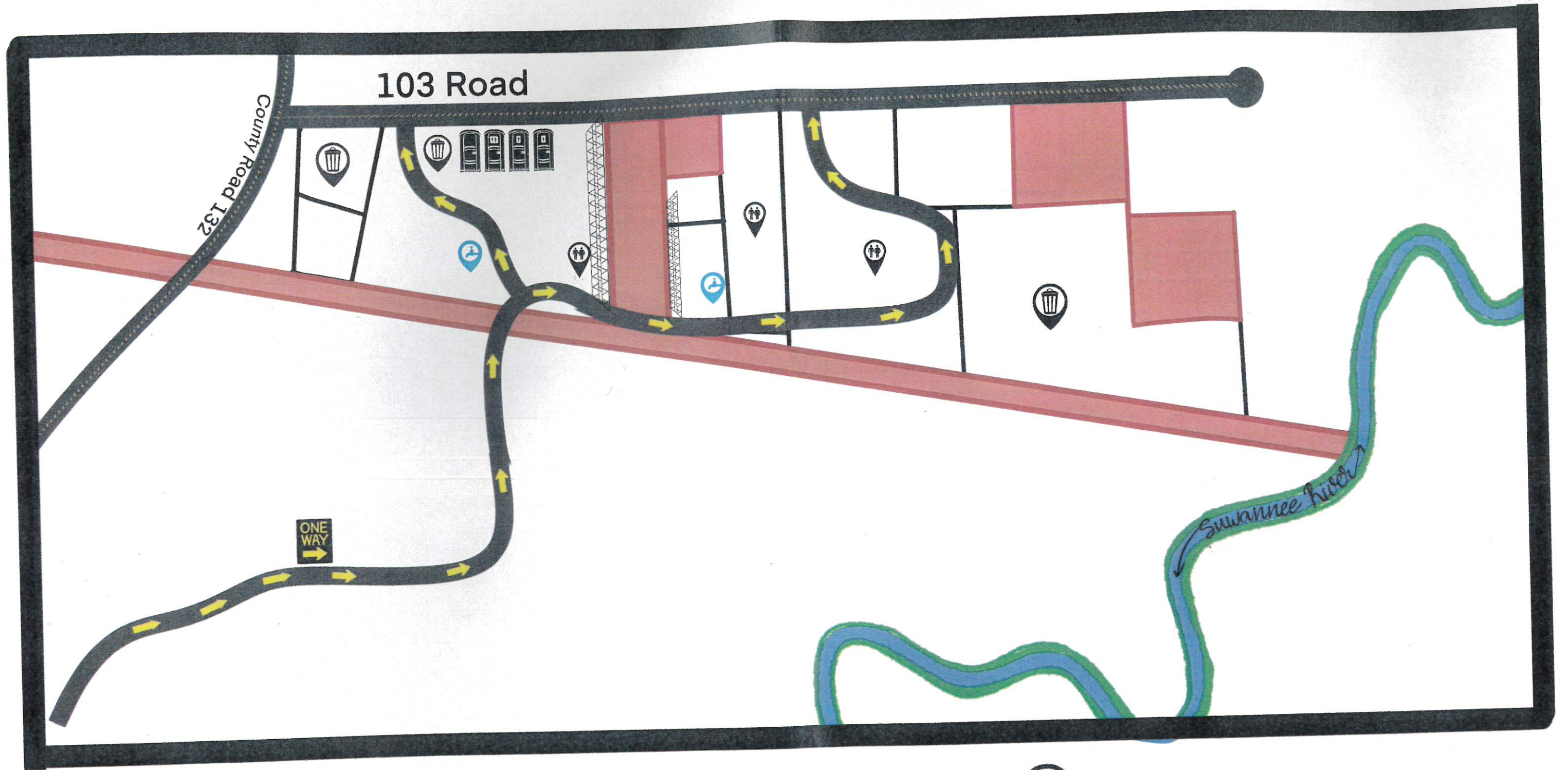
## Building Characteristics

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

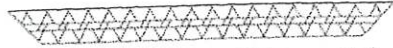
## Land Breakdown

Year Blt	Desc	Units	Value
2010	PWR/POLE	0 x 0 (1)	300
2010	SEPTIC	0 x 0 (1)	870
2010	WELL	0 x 0 (1)	1800





  
 (Out Parcels)

  
 (Fencing/Buffer)

  
 (Portable Water)

  
 (Dump)

SUWANNEE COUNTY  
RESOLUTION NO. 2024-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT FOR TEMPORARY USE AS AUTHORIZED UNDER SECTION 14.10.1 OF ORDINANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT FOR TEMPORARY USE TO ALLOW PRIMITIVE CAMPING FOR SCHEDULED OCTOBER 2023 EVENTS AT THE SPIRIT OF THE SUWANNEE MUSIC PARK ON PROPERTY ZONED AGRICULTURE-1 AND ENVIRONMENTALLY SENSITIVE AREA-II ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, an application, Special Permit for Temporary Use Request No. SPTU-23-09-01, has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.10.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition for temporary use on property zoned A-1 and ESA-II; and

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

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

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

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

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

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

WHEREAS, the petitioner obtained a recommendation of approval from the Planning & Zoning Board on September 28, 2023.

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

Section 1. Pursuant to a petition by Teena Peavey authorized agent for James Cornett, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations to re-locate primitive camping at the Spirit of the

Suwannee to adjacent property due to the effects of Hurricane Idelia for scheduled October 2023 events on property zoned Agriculture-1 (A-1) and Environmentally Sensitive Areas (ESA-II). on certain lands within the County as described as follows:

LEG 5.52 ACRES FOR POINT OF REFERENCE COMMENCE AT SW CORNER OF SE1/4 OF SW1/4 & RUN N 88 DEG 47'07 E ALONG S LINE OF SEC 91.97 FT TO E R/W LINE OF COUNTY GRADED RD & POB N 01 DEG 35'55 W ALONG E R/W 494.37 FT S 77 DEG 25'30 E 537.31 FT S 16 DEG 10'58 W TO S LINE OF SEC RUN W TO POB SECTION 18 TOWNSHIP 01s RANGE 14 EAST SUWANNEE COUNTY, FLORIDA

LEG 2.85 ACRES PART OF SE1/4 OF SW1/4 OF SECTION 18 & PART OF NE1/4 OF NW1/4 OF SECT 19 BEING MORE PARTICULARLY DESC AS FOLLOWS FOR POINT OF REFERENCE COMMENCE AT SW COR SE1/4 OF SW1/4 THENCE RUN N 88 DEG 47' 07 E ALONG S LINE 91.97 FT TO E R/W LINE OF CNTY GRADED RD RUN N 1 DEG 35'55 W ALONG SAID E R/W LINE 494.37 FT THENCE RUN S 77 DEG 25' 30 E 537.31 FT TO POB THENCE CONT S 77 DEG 25' 30 E 416.24 FT TO W R/W LINE OF THE SEABOARD COASTLINE RR (ABANDONED) SAID W R/W LINE BEING IN A CURVE CONCAVED NORTH- WESTERLY HAVING A RADIUS OF 22 372. 74 FT THENCE RUN ALONG & AROUND SAID CURVE A CORD BEARING & DISTANC OF S 12 DEG 17' 59 W 298.12 FT TO THE PT OF TANGENCY OF SAID CURVE THENCE CONT ALONG SAID R/W LINE S 12 DEG 40' 53 W 404.98 FT TO N R/W LINE OF COUNTY RD #132 RUN N 44 DEG 55' 33 W ALONG SAID N R/W LINE 68.50 FT TO A PT OF CURVE OF A CURVE CONCAVED S-WESTERLY HAVING A RADIUS OF 1185.92 FT THENCE RUN ALONG & AROUND SAID CURVE A CORD BEARING A DISTANCE OF N 55 DEG 11' 12 W 422.50 FT THENCE RUN N 16 DEG 10' 58 E 507.40 FT TO POB LESS THAT PART IN SECT 19, SECTION 18 TOWNSHIP 01S RANGE 14 EAST SUWANNEE COUNTY, FLORIDA

LEG 32.25 ACRES COMMENCE AT THE SW CORNER OF E1/2 OF SW1/4 RUN E 91.97 FT TO R/W LINE OF EXISTING COUNTY RD RUN N ALONG E R/W LINE 494.37 FT TO POB CONTINUE N 1171.70 FT E 1220.38 FT TO E LINE OF SW1/4 S 5.96 FT TO W R/W LINE OF S C L RR (ABANDONED) RUN S 9 DEG W ALONG R/W LINE 561.13 FT S 10 DEG W 864.58 FT N 77 DEG W 953.35 FT TO POB SECTION 18 TOWNSHIP 01S RANGE 14 EAST SUWANNEE COUNTY, FLORIDA

LEG 5.00 ACRES E1/2 OF S1/2 OF N1/2 OF NE1/4 OF SW1/4 & TOGETHER WITH AN EASEMENT IN SECTION 18 TOWNSHIP 01S 14E

LEG 2.50 ACRES E1/2 W1/2 OF S1/2 OF N1/2 OF NE1/4 OF SW1/4 & TOGETHER WITH & SUBJECT TO AN EASEMENT IN SECTION 18 TOWNSHIP 01S RANGE 14 EAST.

LEG 10.00 ACRES THE N1/2 OF NW1/4 OF NE1/4 OF SW1/4 OF SECT 18-1-14 SUBJECT TO A 50 FT EASEMENT ACROSS THE N SIDE OF PROPERTY ALL

LYING IN SUW CNTY & THE N1/2 OF NE1/4 OF NE1/4 OF SW1/4 OF SECT 18-1-14 SUBJECT TO A 50 FT EASEMENT ACROSS N SIDE OF PROPERTY ALL LYING IN SUW COUNTY

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LEG 31.02 ACRES SW1/4 OF SE1/4 OF NW1/4 LOTS 9 & 10 & S1/2 OF NE1/4 OF SE1/4 OF NW1/4 & SE1/4 OF SE1/4 OF NW1/4 & ALL THAT PART OF S1/2 OF NW1/4 OF SW1/4 OF NE1/4 LYING W OF FLA POWER CORP R/W (FORMERLY SCL RR R/W) & ALL THAT PART OF SW1/4 OF SW1/4 OF NE1/4 LYING W OF FLA POWER CORP R/W (FORMERLY SCL RR R/W) IN SECT 18-1-14

LEG 5.00 ACRES S1/2 OF NW1/4 OF SE1/4 OF NW1/4 LESS RD R/W

LEG 5.00 ACRES N1/2 OF NW1/4 OF SE1/4 OF NW1/4 LESS & EXCEPT RD R/W ON THE W SIDE THERE OF

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LEG 32.27 ACRES THE NORTH 30.00 FT OF THE N1/2 OF NE1/4 OF NW1/4; AND THE SE1/4 OF NE1/4 OF NW1/4; AND N1/2 OF NE1/4 OF SE1/4 OF NW1/4; AND THAT PORTION OF THE W1/2 OF NW1/4 OF NE1/4; AND THAT PORTION OF THE N1/2 OF NW1/4 PF SW1/4 OF NE1/4 LYING WEST OF S.C.L.RR (ABANDONED) SUBJECT TO AND EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS SAID NORTH 30.00 FT ON N1/2 OF NE1/4 OF NW1/4

LEG 4.15 ACRES COMM AT NE COR OF NE1/4 OF NW1/4 & RUN S 0 DEG 50'04 E ALONG E LINE OF NE1/4 OF NW1/4 30 FT S 88 DEG 44'59 W 579.91 FT TO POB S 01 DEG 01' 00 E 625.89 FT TO S LINE OF N1/2 OF NE1/4 OF NW1/4 S 88 DEG 41'33 W ALONG SAID S LINE 288.97 FT N 01 DEG 06'25 W 626.17 FT N 88 DEG 44'59 E 289.96 FT TP POB

LEG 2.00 ACRES COM AT SW COR OF N1/2 OF NE1/4 OF NW1/4 & RUN E 30 FT TO POB THENCE CON E 420 FT N 210 FT W 420 FT S 210 FT TO POB

LEG 4.02 ACRES FOR PT OF REF COMM AT THE NE COR OF NE1/4 OF NW1/4 RUN S 00 DEG 50' 04 E ALONG THE E LINE OF NE1/4 OF NW1/4 A DISTANCE OF 30.00 FT RUN S 88 DEG 44'59 W 869.87 FT TO POB RUN S 88 DEG 41'33 W 420.00 FT RUN S 01 DEG 06'26 E 416.59 FT RUN N 88 DEG 44'59 E 420.00 FT RUN N 01 DEG 06'26 W 416.59 FT TO POB



The Board of County Commissioners approves a special permit for temporary use beginning October 3, 2023 and ending October 31, 2023 for said property, subject to the conditions if any listed-on Attachment 1.

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

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

DULY ADOPTED in session this 3rd day of October 2023

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

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

ATTEST:

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

**SUWANNEE COUNTY**

County Attorney  
Executive Summary

Objective:

Florida Statute s. 125.355 requires that any changes to how a county purchases real property must be done by ordinance.

Considerations:

- The proposed ordinance codifies the land interest acquisition process for moving forward with right of way projects and the like.
- The proposed ordinance ratifies previous land purchases authorized by the Board
- The proposed ordinance authorizes the purchase of real property by a vote of the Board at a properly noticed meeting.

Recommendation

- Enact the proposed ordinance codifying the county's purchase of real property or real property interests.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Adam Morrison", with a long horizontal flourish extending to the right.

Adam Morrison  
County Attorney

**AN ORDINANCE OF SUWANNEE COUNTY ENACTED PURSUANT TO SECTION 125.355(1)(c), FLORIDA STATUTES, AND THE COUNTY'S HOME RULE POWERS PROVIDING AN ALTERNATE AND SUPPLEMENTAL PROCEDURE FOR THE PURCHASE OF REAL PROPERTY BY THE COUNTY FOR PARCELS OF REAL PROPERTY; AN ALTERNATE AND SUPPLEMENTAL PROCEDURE FOR THE PURCHASE OF INTERESTS IN REAL PROPERTY RELATING TO PROJECTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Suwannee County (hereinafter the "County") is a non-charter county as that term is used in Article VIII, Section 1(f), Florida Constitution; and,

WHEREAS, the County is given its home rule powers by the Florida Constitution, Section 125.01, Florida Statutes, and other provisions of Florida Law; and,

WHEREAS, the Board of County Commissioners of the County, (hereinafter the "Board") is the governing body of the County; and,

WHEREAS, Section 125.355, Florida Statutes provides exemptions to the Florida Public Records Laws and a procedure to be followed by the County with respect to the purchase of real property by the County; and,

WHEREAS, Section 125.355, Florida Statutes provides that should the County not wish to utilize the exemptions to the Florida Public Records Laws set out in such statute it may follow any procedure for the purchase of real property as set out by ordinance; and,

WHEREAS, the Board finds that in some circumstances the procedures for purchase of real property provided in Section 125.355, Florida Statutes, are too time consuming and cumbersome for efficient use by the County; and,

WHEREAS, the Board desires to establish supplemental procedures for the purchase of real property as allowed under Section 125.355(1)(c), Florida Statutes which will be less cumbersome and allow the County to act more quickly and efficiently; and,

WHEREAS, the Board finds that the citizens of the County will benefit from the creation of such alternative purchase procedures; and,

WHEREAS, the Board finds that the benefit to be enjoyed by citizens of the County will outweigh the costs associated with the enactment of this ordinance and

thus the enactment of this ordinance will be in the best interest of the citizens of the County; and,

WHEREAS county projects should move forward as expediently as possible, and,

WHEREAS it is cost effective to negotiate with landowners prior to the initiation of eminent domain proceedings, and,

WHEREAS it is not practicable for the Board of County Commissioners to negotiate with each property owner, and,

WHEREAS the authorized agent(s) of the Board of County Commissioners should have actual authority to negotiate and bind the County in acquiring real property or interests in real property, and,

WHEREAS an ordinance is necessary to delegate to an authorized agent the power to negotiate with landowners and bind the county, and,

WHEREAS, the Board has held a properly noticed public hearing and has considered all of the matters presented at such hearing prior to the adoption of this ordinance; and,

WHEREAS, the Board has complied with all other requirements imposed by Florida law for the enactment of this ordinance.

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

1) The above recitals are hereby incorporated into this ordinance as if restated herein and constitute the legislative findings and intent of the Board of County Commissioners (hereinafter the "Board") of Suwannee County, Florida (hereinafter the "County").

2) For all purchases of parcels of real property unrelated to a project which falls under paragraph 3 below:

a) At any regular or special meeting of the Board, the Board may approve a purchase (including, without limitation by enumeration, a lease, long-term lease or lease-purchase agreement) of real property by the County. Such purchase shall be on such terms and for such consideration as the Board, in the Board's sole discretion, deems in the best interest of the County.

b) All purchases of real property made by the County after the effective date of Section 125.355, Florida Statutes are hereby ratified, approved and confirmed as if this ordinance were in effect at the earliest possible time after the effective date of such law.

c) This ordinance does not attempt to alter the requirements for purchase of real property by the County as provided in Section 125.355, Florida Statutes, but rather shall be construed to apply to those instances where the County does not choose to utilize the exemptions from the Florida Public Records Laws provided therein.

d) This ordinance shall not alter the status of the Board as the sole contracting entity of the County with respect to the purchase of real property and no other person or entity may bind the County with respect to the same.

e) The Board's approval of a purchase of real property as provided in this ordinance, shall not in and of itself create any binding contractual obligation for the County nor waive the requirements of the statute of frauds or similar requirements. However, if the Board wishes, it may approve a written contract for sale and authorize its execution and upon its execution thereby create a binding contractual obligation.

f) To authorize payment of the purchase price by the clerk, the Board's approval of a purchase of real property need not be evidenced by any written resolution or other formal document except the official minutes of the Board meeting where such approval was made.

3) For all purchases of parcels of real property related to a project, prior to the initiation of any eminent domain proceedings:

a) When a county project, plan or other situation as may arise (collectively "project") which may require the use of the County's eminent domain powers is at such a stage as the interests in real property which are required to be obtained to complete the project are readily identifiable, the County Attorney shall notify the County Administrator.

b) Once notified by the County Attorney per paragraph 1, the County Administrator or his designee is authorized to negotiate with the landowner to acquire the real property or interest in real property called for by the project.

c) The County Administrator may hire a land acquisition agent to be his designee in negotiating with property owners. All final negotiations between a land acquisition agent and a property owner shall be approved by the County Administrator.

d) Without further approval by the Board of County Commissioners, the County Administrator or his designee may negotiate and enter into a settlement with the property owner on behalf of Suwannee County up to \$15,000.00. This negotiation limit shall be co-extant with the independent spending authority of the County Administrator and shall be raised or lowered with said spending authority.

e) Any acquisition of real property or interest in real property which requires a settlement more than \$15,000.00 or the County Administrator's spending authority, whichever is less, must be approved by the Board of County Commissioners.

f) No action taken by the County Administrator or his designee pursuant to this resolution shall be construed as presuit negotiation as required by Florida Statute § 73.04 or its successors.

4) This Ordinance is intended to provide to the County an additional, alternative method to accomplish the purchase of real property. The County may, in its sole discretion and on a case-by-case basis, elect to use the procedures set out herein or the procedure otherwise set out in Section 125.355, Florida Statutes or any other legal authority to purchase real property.

5) All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

6) It is declared to be the intent of the Board that if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not effect the validity of the remaining portions hereof.

7) This ordinance shall become effective as provided by law.

8)

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF  
SUWANNEE COUNTY, FLORIDA

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

\_\_\_\_\_  
Franklin White  
Chairperson

# PROCLAMATIONS AND PRESENTATIONS



Presentation by 4-H.



WHEREAS, 4-H youth across the nation are keeping it green by leading efforts to solve problems in their communities, raise awareness about environmental issues, and make a difference for their futures.

WHEREAS, 4-H is one of the largest youth development organizations in Florida and the largest in the nation with six million young people.

WHEREAS, 4-H in Florida claims 151,000 plus youth members and 7,000 plus adult volunteers, while Suwannee County's 4-H program reaches more than 1,506 youth with help from more than 50 volunteers.

WHEREAS, 4-H, as part of the Institute of Food and Agricultural Sciences of The University of Florida, is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering, and technology; healthy living; and citizenship.

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 100 years.

NOW, THEREFORE, I, Franklin White, Chairman of the Suwannee County Board of Commissioners, do hereby proclaim October 1-7, 2023, as National 4-H Week in Suwannee County. I urge the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Suwannee County 4-H Youth Development and to join us in recognizing the unique partnership between our county and our state University System.

PASSED and ADOPTED this 3<sup>th</sup> day of October, 2023

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

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Barry A. Baker, Clerk of Circuit Court

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Franklin White, Chairman




## GENERAL BUSINESS:



Greg Bailey, North Florida Professional Services, Inc.

## GENERAL BUSINESS:



Set the meeting date, time, and location to extend the Local State of Emergency.

# 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**



# INFORMATIONAL ITEMS:



Suwannee County Florida State Parks Open-House Public Meeting.

**Florida Department of Environmental Protection**  
**Division of Recreation and Parks**

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**SUWANNEE COUNTY**  
**FLORIDA STATE PARKS**

**Open-House Public Meeting**

**This Meeting Is Open to the Public**

**DATE AND TIME:** Monday, October 16, 2023, from 2:00 p.m. – 6:00 p.m. (ET)

**MEETING LOCATION:** Suwannee County Judicial Annex Building  
218 Parshley Street SW  
Live Oak, Florida 32064

**AGENDA**

- Open-House (ongoing), 2:00 p.m. – 6:00 p.m.
- Interested Persons Encouraged to Visit at their Convenience between 2:00 p.m. and 6:00 p.m.
- Park Draft Plans Available for Viewing

Ichetucknee Springs State Park  
Suwannee River State Park  
Wes Skiles Peacock Springs State Park

- Staff Available for Discussions, Questions and Comments

Comments will be taken at the public meeting. Participants and other interested parties will also be able to submit additional written comments to the Division of Recreation and Parks, Office of Park Planning at [FLStateParkPlanning@floridadep.gov](mailto:FLStateParkPlanning@floridadep.gov) until **October 29, 2023**.

You may review the meeting documents at <https://floridadep.gov/parks/public-participation>.

If you are interested in learning more about public meetings, please sign up to receive emails from the Department of Environmental Protection at <https://floridadep.gov/> (click on "Sign Up" at the bottom of the web page).



**Florida Department of**

**Division of Recreation and Parks    Environmental Protection**

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The Florida Department of Environmental Protection, Division of Recreation and Parks, announces a public meeting to which all persons are invited.

**DATE AND TIME:** Monday, October 16, 2023, from 2:00 p.m. – 6:00 p.m. (ET)

**MEETING LOCATION:** Suwannee County Judicial Annex Building, 218 Parshley Street SW, Live Oak, Florida 32064

**GENERAL SUBJECT MATTER TO BE CONSIDERED:** Open-house format opportunity for interested persons to view park update plans for the following Florida State Parks:

- Ichetucknee Springs State Park
- Suwannee River State Park
- Wes Skiles Peacock Springs State Park

Attending staff will be available to discuss plan concepts and answer questions in a conversational setting. No formal presentation will be given.

**A COPY OF THE AGENDA MAY BE OBTAINED BY CONTACTING:**

Scott Groves, Planner, Department of Environmental Protection, Division of Recreation and Parks, Office of Park Planning, 3800 Commonwealth Blvd., MS#525, Tallahassee, Florida 32399, PH# (850) 245-3051 or by email at [Scott.Groves@FloridaDEP.gov](mailto:Scott.Groves@FloridaDEP.gov).

A copy of the meeting materials and agenda are available before the date of the public meeting online at <https://floridadep.gov/parks/public-participation>.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours in advance of the meeting so we may make arrangements to accommodate you. You may request assistance in writing or by phone by contacting Scott Groves, as listed above.

If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).