



**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA**  
**March 3, 2026**

**REGULAR SESSION 5:00 P.M.**

**I. INVOCATION AND PLEDGE OF ALLEGIANCE**

**II. APPROVAL OF AGENDA**

**III. ELECTED OFFICIALS**

**IV. PUBLIC COMMENT**

**V. APPROVAL OF CONSENT AGENDA ITEMS**

1. Minutes- February 17, 2026 - Regular Session & Public Hearing (combined)
2. Expense Report
3. Central County Fire Station 2<sup>nd</sup> Floor Completion Funding Agreement

**VI. NEW BUSINESS**

- |  |                    |
|--|--------------------|
| 1. SHIP Contractor Handbook; Lydia Mangano                               | <b>Action Item</b> |
| 2. SHIP Max Award Limits; Lydia Mangano                                  | <b>Action Item</b> |
| 3. Resolution 2026-02 SHIP Certification & LHAP; Lydia Mangano           | <b>Action Item</b> |
| 4. Proclamation- Flood Awareness Week; LaDonna Combs                     | <b>Action Item</b> |
| 5. 2026 Community Resource Fair; LaDonna Combs                           | Info Only          |
| 6. Comp Plan Charrette; LaDonna Combs                                    | Info Only          |
| 7. Resolution 2026-04 Funding Agrmnt RR Improvements CR127; Chris Lee    | <b>Action Item</b> |
| 8. Resolution 2026-05 Funding Agrmnt RR Improvements CR 231; Chris Lee   | <b>Action Item</b> |
| 9. Resolution 2026-06 Funding Agrmnt RR Improvements Shaw St.; Chris Lee | <b>Action Item</b> |
| 10. FY 25/26 Liaison List; Sara Little                                   | <b>Action Item</b> |
| 11. Approval of Rental Fees- Ag Center & Sanderson Center; Sara Little   | <b>Action Item</b> |
| 12. Comprehensive Financial Audit RFP Scope; Sara Little                 | <b>Action Item</b> |

**VII. PRIOR BUSINESS**

- |                                     |           |
|-------------------------------------|-----------|
| 1. Pending Business Report          | Info Only |
| 2. Expense Report Over \$5,000      | Info Only |
| 3. American Rescue Plan Phase 1 & 2 | Info Only |

**VIII. COUNTY MANAGER**

**IX. COUNTY ATTORNEY**

**X. COMMISSIONER COMMENTS**

**XI. ADJOURN**

If any member of the public desires to appeal a decision made at these hearings, he or she will need a record of the proceedings and for that purpose he or she may need to ensure that a verbatim record of the proceedings is transcribed, which record would include the testimony and evidence upon which the appeal is to be based. In accordance with the American with Disabilities Act, persons needing a special accommodation of an interpreter to participate in these proceedings should contact the County Commissioners Office at (904) 259-3613, at least 48 hours prior to the time of the hearing. Please Note: Items marked as "information only" or "for discussion" may have Board action taken at the time of discussion.

# BAKER COUNTY BOARD OF COMMISSIONERS

## MINUTES

FEBRUARY 17, 2026

The Baker County Board of Commissioners met at a scheduled meeting with the following members present:

Chairman, Ronald Mann (District 1)  
Commissioner, Jimmy Anderson (District 2)  
Commissioner, Tyler Mobley (District 3)  
Commissioner, Blake Iverson (District 4)  
Commissioner, Mark Hartley (District 5)

Also Present:

County Attorney, Rich Komando  
County Manager, Sara Little  
Deputy Clerk, Peyton Qualter

*Note: These minutes are a summarized version of the actual discussions at the meeting; actual meetings can be viewed on Facebook. These are not verbatim transcripts*

Chairman Mann welcomed everyone in attendance and welcomed Commissioner Blake Iverson to his first BOCC meeting.

## **REGULAR SESSION 5:00 PM**

### **I. INVOCATION AND PLEDGE OF ALLEGIANCE**

Chief Nelson led the meeting in prayer; Commissioner Mobley followed in Pledge of Allegiance.

### **II. APPROVAL OF AGENDA**

Commissioner Anderson motioned to approve the agenda. Commissioner Mobley seconded the motion. The motion carried unanimously.

### **III. ELECTED OFFICIALS**

There were no elected officials at this time.

#### **IV. PUBLIC COMMENT**

Chris Miracle mentions the towing rate increase, saying there hasn't been a substantial increase since 1989. Baker County is currently working on JSO's rate sheet, however, the idea to transfer to Putman Counties rates was brought into conversation. Commissioner Anderson requested rate sheets from Bradford, Union, and Putnam counties to make further decisions.

Doug Conkey mentions the governing board declaring a phase 1 water shortage. This water shortage was posted for Baker, Bradford, and Marion Counties within our district due to below average rainfall, Baker County specifically was 17 inches below normal level. The water shortage rules apply to all water users (including individuals with wells), and they are encouraged to reduce water use. Wasteful water use is prohibited, including watering anything more than once a week indefinitely between the hours of 10am and 4pm, water of plants and shrubs are aloud. This phase is one of four phases, this phase being voluntary.

#### **V. APPROVAL OF CONSENT AGENDA ITEMS**

1. Minutes- February 3, 2026 - Regular Session & Public Hearing (combined)
2. Minutes- February 9,2026- Emergency Meeting
3. Expense Report
4. Contract Extension- Thomas Howell Ferguson (FEMA Assistance)
5. Contract Extension- Library Renovation Grant
6. Contract Extension- Christian B. Doolin FY 25/26
7. Approval of TDC Funding Request- Baker Prevention for Baker County Days
8. Letter of Support- FWC/Columbia County
9. SMRMC Annual Report

Commissioner Anderson motioned to approve consent agenda items. Commissioner Iverson seconded the motion. The motion carried unanimously.

## **VI. NEW BUSINESS**

### **1. Presentation of Vulnerability Assessment Results; Andrew Prokopiak (NEFRC)**

Vulnerability Assessment (VA) Results. The county was awarded a grant in 2023 to conduct a VA and contracted with the Northeast Florida Regional Council to perform the assessment. The assessment is a study undertaken to identify the impacts of different types of flooding on community assets in both the natural and built environments. NEFRC staff have completed their work and are ready to submit the results to the Commission for approval. Andrew Prokopiak shows a PowerPoint explaining why a VA is done, the findings of the assessment, and a model showing future rainfall and flood sensitivity for Baker County.

Commissioner Hartley asks if state roads were looked at and gives an example of US 90 flood history. Andrew Prokopiak says whole road segments can be done showing how much water is expected in that area. With the new data, the state could come to fix the issues and new grant opportunities could arise. NEFRC staff have completed their work and are ready to submit the results to the Commission for approval. This is in our current FY 25/26 budget.

Chairman Mann asks for comments from the board. Commissioner Mobley asks out of US 90 and 127 which would be the first considered to be untravellable. Andrew Prokopiak says he can pull segments and see which sections of those roads will go first based on existing drainage and roadway elevations. Chairman Mann says multiple areas on US 90 has flooding and need to be addressed including Margareta and towards Baldwin. Chairman Mann says it would be an undertaking to the County to start correcting major areas without grant or other support.

Chairman Mann asks for any further questions or comments from the board and the public. No comments presented.

Commissioner Mobley motions to accept the report. Commissioner Iverson seconds the motion. The motion carries unanimously.

### **2. Grant Acceptance- EMS Matching for AEDs; Chief Nelson**

Chief Nelson requests acceptance and permission to purchase under the current purchasing contract of the 2025-26 EMS Matching Grant for the State of Florida Department of Health Division of EMS. This is to purchase 12 AED's for Public Assembly and Government Buildings in our county. There are several locations that have been identified as not having an AED. This request includes cabinet and sign. The total cost would be \$31,677.24 and the match is \$3,167.72 (10%). There is currently \$25,000 in the grant budget. An application process will be taken for small Churches/etc building to receive, and training will be required. This is in the current FY 25/26 budget that will be taken from EMS Capital Matching Grant Fund.

Commissioner Mobley asks about the process getting the AED's out to the community. Chief Nelson says there will be an application process and prioritize those who have an AED versus don't have an AED. At least 5 people from where the AED will be placed will complete training on how to use and maintain the AED. Commissioner Mobley says this particular grant has benefited other areas and looks forward to the grant helping our community. Commissioner Anderson says this is Chief Nelson's responsibility to make sure everyone knows what they are doing as far as training and maintaining the AED's. Staff is requesting approval of the acceptance of the grant and the purchase of the AED's. Commissioner Anderson motions to approve the grant acceptance. Commissioner Mobley seconds the motion. The motion carries unanimously.

### 3. Grant Acceptance- EMS Matching for Lifepaks; Chief Nelson

Chief Nelson requests to accept the 2025-26 EMS matching Grant for the State of Florida Department of Health Division of EMS. This is to purchase 2 Lifepak 35, one for two of the primary rescue units. The current LifePaks are 14 years old with a life expectancy of 8-10 years. Chief Nelson says the request was for four lifepaks, however due to the grant being split between departments, only two were approved. This item is also done under a purchasing contract. The total cost is \$130,000 with a 10% match (\$13,000) from the EMS Capital Equipment Budget. This is in the current FY 25/26 budget. Staff is requesting approval of the acceptance of the grant and the purchase of the Lifepaks. Commissioner Hartley motions to approve purchasing and accepting the grant. Commissioner Iverson seconds the motion. The motion carries unanimously.

Chairman Mann calls for recess 5:52pm-6:00pm

### 4. CDBG Program- Applicants & Contractors; Spencer Nabors

Homeowner applications and contractor qualification packages to get into the program were received and ranked. Spencer Nabors requests approval for applicants for inclusion of CDBG program and approval of contractor list for CDBG grant for bidding purposes. 19 applicants were submitted as homeowners and 6 qualified, being either elderly and handicapped or both and meet the income requirements. Applicants were asked if they were related to any of the commissioners, and none were related. Once approved by the BOCC, the tier 2 process of environmental review will start.

Commissioner Anderson motions to approve the homeowners list 1 through 6. Commissioner Hartley seconds the motion. The motion carries unanimously.

Spencer Nabors discusses the contractors list and explains that all 6 that applied are qualified per the housing assistance plan. This list does not preclude any other contractor from submitting, they just need to fill out an application and go before the BOCC before the

houses are bid out. Spencer Nabors explains that the list presented tonight is what he has as of now.

Commissioner Anderson asks if any projects were done prior to the CDBG or SHIP grants and if Mr. Nabors has done any SHIP or CDBG grants in the past.

Spencer Nabors says it was not a qualification but there was a question in the application related to that and all the contractors answered yes. None of the applicants have faltered on using government funds, insurance is current, and all applicants have a debarment certification. The county was awarded \$750,000 in July 2025 for the CDBG grant and would like to move forward with the process.

Chairman Mann asks for any comments from the board. No further comments presented.

Commissioner Anderson moved to approve the Homeowners applicants that will include 1-6 Homeowners. Commissioner Hartley seconded the motion. The motion carried unanimous.

Commissioner Anderson motions to accept the contractors list as presented.

Commissioner Mobley seconds the motion. The motion carries unanimously.

Commissioner Anderson asks when Mr. Nabors is looking to break ground. Spencer Nabors says around May with a maximum of 6 months.

#### 5. Award of Design/Engineering of CR229S; Chris Lee

Chris Lee is seeking approval to award the design and engineering for CR 229 S paving from county line to I-10 FIN 434563-2-54-01 to Pitman Engineering for a lump sum fee of \$352,465 for design work and permitting. Chairman Mann asks if the FDOT covers the entire cost. Chris Lee responds saying yes. County Manager Little adds that Mr. Pittman has a continuing services contract with the county and this falls within the guidelines to select.

Jimmy Pitman comments that he will make sure there is enough money to cover the scope of work and would like to be able to give periodic updates to the BOCC about the progress and decisions in regard to the scope meeting the budget.

Commissioner Anderson asks if Mr. Pitman can do an original scope, then add paved shoulders to limit the work. Mr. Pitman says it's likely for the budget to be tight if paved shoulders and moving ditches are included in the project. This will be paid from FDOT Grant.

Chairman Mann asks for any comments from the board. No comments presented.

Commissioner Anderson motions to approve the award. Commissioner Hartley seconds the motion. The motion carries unanimously.

#### 6. Resolution 2026-03 LMS Adoption; John Blanchard

Dennis Schmitz requests approval of Resolution 2026-03 LMS (Local Mitigation Strategy). Tyler says the LMS plan is a historical record of everything that has affected Baker County from flooding to droughts. This is a reoccurring update that occurs every 5 years and adheres to the Florida Division of Emergency Management approval then will go through the BOCC and all municipalities following adoption.

Chairman Mann says 5 years seems like a long time for the events. Tyler says there is annual reports that go out to the state and you do not have to wait the five years, however in order to go through the complete adoption process, it takes about 5 years. Dennis Schmitz comments that the local mitigation strategy group meets quarterly to update and amend the plan. This resolution needs to be addressed by the BOCC every 5 years.

Commissioner Anderson comments saying this is just a small piece of what the Regional Council does for Baker County. The Local Mitigation Strategy has previously been adopted by the county and municipalities within the county.

Commissioner Anderson motions to approve Resolution 2026-03 and read by title.

Commissioner Mobley seconds the motion.

Commissioner Mobley asks the status of Miltondale Rd culverts. Chris Lee says 4 culverts are being replaced.

Chairman Mann asks for any further comments from the board. No comments presented.

County Attorney Komando reads Resolution 2026-03 by title.

#### 7. Emergency Management Update/Turner Cem. Bridge NTP; Dennis Schmitz

Dennis Schmitz converses with the BOCC about the notice to proceed and how it is processed. Schmitz mentions that a few contractors have been doing work unknowing that the notice to proceed had not been issued. Roughly \$43,000 worth of engineer and design work done thus far. Schmitz asks for understanding from the board on the point that if the notice to proceed moves forward, the county is on the hook for the contract and explains what the numbers mean in the FEMA process moving forward prior to an obligation.

Dennis Schmitz says the ultimate decision from the BOCC is, are they ready to issue the notice to proceed on the projects (Turner Cemetery Bridge and the boat ramp).

County Manager Little adds that answers are needed from the board; Are they still moving forward with the box culvert and is the board comfortable with issuing the notice to proceed knowing there is a potential liability that FEMA's numbers will not match the counties and local match dollars might come into question. County Attorney Komando asks where the point of no return is. County Manager Little responds, saying there is a termination clause in the contract that says without reason, at any point in time we reserve the right to resend the contract. Right now, we cannot move forward with the FEMA process until the notice to proceed is issued, and it cannot be issued until the questions about FEMA are resolved.

Commissioner Anderson asks what projects are fully funded now. Dennis Schmitz responds saying to date, \$540,216 has been obligated to the county and the boat ramp (\$1.5 million has been received by the county from FEMA). The boat ramp is the only one

that has been fully funded. The projects presented to the BOCC tonight for a notice to proceed are not fully funded. Turner Cemetery Bridge has a cost of \$827,000 and in FEMA's system the amount is roughly \$224,000 not counting mitigation. Dennis Schmitz says we are on the hook for somewhere around \$400,000. Commissioner Mobley says worst case scenario the project will cost \$600,000 if FEMA doesn't pay anything. Commissioner Anderson is in support of signing the notice to proceed for Turner Cemetery Bridge due to the road needing to be fixed regardless if FEMA is going to pay or not. Dennis Schmitz adds that the bridge is deteriorating as it sits. County Manager asks for clarification from the board if the direction is to move forward with both notices to proceed it can be revised with just one notice to proceed. Turner Cemetery Bridge was awarded to GCU and staff would like approval of the Engineering Notice to Proceed.

Chairman Man asks for any comments from the board. No comments presented. Commissioner Anderson motions to move forward with the notice to proceed for Turner Cemetery Bridge. Commissioner Mobley seconds the motion. The motion carries unanimously.

Dennis Schmitz moves forward to conversation regarding Shoals Park saying the county is on the hook for roughly \$250,000, but the numbers are expected to change. Commissioner Anderson comments, saying the board needs a more promised amount of what will be received before moving forward, but does want to keep the project moving by doing a second phase.

Chairman Mann asks for any questions or comments from the board. No comments presented

Commissioner Anderson motions to do a two-phase project with Shoals Park and moving forward with the first phase notice to proceed. Commissioner Hartley seconds the motion. The motion carries unanimously.

Dennis Schmitz discusses Steel Bridge Rd and recommends the board look at the two-step notice to proceed on the project in the amount of \$1.79 million. Chris Lee says he is working on getting sketches to present to landowners, therefore there is no request for a notice to proceed at this time. Dennis Schmitz says you do not wait for FEMA's money to decide if you're going to fix it. He asks the public to understand that FEMA is very specific on their paperwork and their project requirements.

Commissioner Mobley asks if the project could be completed in different phases. Dennis Schmitz says he is at the direction of the contractors.

Chairman Mann asks for any questions or comments from the board. No comments presented.

#### 8. Approval of Application- FDEM Watershed Planning Grant; LaDonna Combs

LaDonna Combs requests permission to apply for FDEM Watershed Planning Grant. This grant would provide coordination with FDEM to produce a Watershed Master Plan. This will include flood modeling for 10, 15 , and 100 year storm events. Upon completion of Watershed Master Plan, information will be submitted to the Community Rating System (CRS) for credit. The funding amount is not to exceed \$300,000. The deadline is February 28, 2026.

This project will not start until October of this year, and the project will not come into fruition until next year. There is a 75/25 match for the county, and we are allowed to match with staffing and in-kind services. Total project cost is just over \$340,000 with \$256,000 being the grant match and \$85,000 being county match. Part of the requirements include the watershed plan has to be linked into the LMS strategy. Upon completion of the project, it would be submitted for CRS review. If accepted, it will be brought before the BOCC again.

Chairman Mann asks for any questions or comments from the board. Commissioner Anderson asks what staff are involved. LaDonna responds, saying herself and emergency management. Staff is asking BOCC approval to move forward with the application. Chairman Mann asks for any further questions or comments from the board. No comments presented.

Commissioner Hartley motions to approve application for the grant. Commissioner Anderson seconds the motion. The motion carries unanimously.

#### 9. OPEB Proposal (Actuary Report); Commissioner Mobley

Commissioner Mobley brings the board's attention to other postemployment benefits, and the proposed fee for a full evaluation is a fixed amount of \$2,000. Full evaluations are required every 2 years and in the in between years, a roll forward calculation is required. The fee for this is \$300. Commissioner Mobley comments that this will get the board into compliance and one less finding on the audit and he is in full support of it.

Commissioner Mobley motion to approve the OPEB proposal. Commissioner Hartley seconds the motion. The motion carries unanimously.

Commissioner Hartley asks for clarification on the yearly fee. Commissioner Mobley clarifies it is \$2,000 every other year, and \$300 on the opposite years. County Manager Little says the employment numbers will have to significantly increase for the numbers to change.

Chairman Mann asks for any further questions from the board. Commissioner Anderson says he does not agree with it, but he will support Commissioner Mobley due to all the hard work he has done to clean up the audit.

## **VII. PRIOR BUSINESS**

### 1. Discussion of Operational Audit Action

County Manager Little mentions a letter of engagement proposed by the auditor general. The estimated cost is around \$100,000 for the operational audit, and there is a requirement for a follow-up audit at the 18-month mark with a required cost of 75% of the original cost (\$75,000). This information has been shared with the clerk and finance staff for review.

Chairman Mann asks for questions and comments from the board.

Commissioner Mobley says the auditors will dive deep into the operational side of the audit and involves the Clerk of Courts and the Board of County Commissioners regarding finance. The auditors will look at every portion of the operation and who does it and why.

Commissioner Mobley says he is trying to regain public trust.

Commissioner Anderson expresses concern about how long this process could take and says we all need help getting back on track but believes it can be done without the operational audit. Commissioner Harley expresses that he is not in agreement with the audit and says he believes we are in the direction to get everything in order on our own.

Chairman Mann says the operational audit could be helpful but also thinks they have made progress moving forward without it.

Chairman Mann asks for any questions or comments from the board.

County Manager Little mentions giving quarterly financial updates to the BOCC. The question presented tonight is for the board to engage the letter or make notification to JLAC for an abance.

Commissioner Jimmy Anderson moved to withdraw the request for the Operational Audit.

Commissioner Mark Hartley seconded the motion. Commissioner Tyler Mobley voted against the withdrawal. Chairman Mann asked County Manager Sara Little asked for a roll call vote, Commissioner Hartley, yes, Commissioner Anderson, yes, Commissioner Mobley, No, Commissioner Iverson, Yes, Chairman Mann, Yes. The motion carried 4-1.

# Pending Business

PENDING BUSINESS ITEM	PRIORITY	STATUS	START DATE	% COMPLETE	COMMENTS
COA Bus Wash	Normal	In Progress	08/06/2019	95%	Project Closeout underway-submitted for reimbursement
Infrastructure funding for County Roads	Normal	New	07/18/2017	50%	Ongoing
St Marys Cove Boat Ramp Grant Phase 1	High	In Progress	01/01/2020	100%	Project was completed but destroyed by Hurricane Debby before closeout was complete. FWC will require boat ramp reconstruction before final closeout is done.
St Marys Cove Boat Ramp Grant Phase 2	High	New	01/05/2020	95%	Final plans sent to State. Processing for reimbursement at this time.
St. Mary's Shoals Park Improvements	High	New	10/19/2021	50%	Both site attendees are on site!
Council on Aging- Senior Life Enrichment Ctr	High	New	08/17/2022	95%	Project Closeout underway- submitted for reimbursement
Cuyler Fire Station	High	New	01/03/2023	90%	Waiting on Mobile home. Pending Grand Opening.
Knabb Sports Complex Appropriation Project	High	New	11/21/2023	95%	Project Funded by Appropriation is Complete. Reimbursement submitted to State. Phase 2 of plan awaiting ARPA reconciliation before start can be announced.
Courthouse Generator Appropriation Project	High	New	11/21/2023	60%	Equipment Installed. Switch being installed currently. Full building connected March 30/31. Will require building shut down.
Sanderson Center	Normal	New	12/03/2024	0%	Work underway.
Community Development Permit Software	Normal	New		75%	Programming is nearing completion. Staff will undergo training in coming weeks

## 2. Pending Business Report Info Only

County Manager Sara Little gives updates on COA bus wash, St. Mary's Cove boat ramp phase 1 and 2, Shoals Park improvements, Senior Life Enrichment Center, Kyler Fire Station, Knabb Sports Complex appropriation project, Courthouse generator appropriation project, Sanderson Center, and Community Development Permit Software.

### FEMA Projects

Project	Awarded Company	BOCC Award Date	Status	Start Date	Completion Date
RFP 2025-06 23A Box Culvert	J.D. Hinson Co.	8/5/2025	Pending Obligation Notice to Proceed Issued		
RFP 2025-07 Boat Ramp	Nordic Group/AMI	8/5/2025	Pending EHP Review Notice to Proceed Issued		
RFP 2025-10 Steel Bridge Road	J.B. Coxwell Cont.	8/5/2025	Pending Scope and Cost Development		
RFP 2025-11 Turner Cemetery Bridge	Gulf Coast Underground, LLC	8/5/2025	Pending Scope and Cost Development Notice to Proceed Discussed 2/17		
RFP 2025-14 Shoals Park	TimPREP	1/20/2026	Pending EHP Review		
Completed Project Countywide 61 Roads	Completed by County Staff	NA	Pending Obligation		



Any grant applications requiring a local match greater than \$10,000 or any local match that was not budgeted would still come before the BOCC for approval. Grant acceptance would not change. All grants applied for, the commissioners would get a report on it.

Chairman Mann asks for any questions or comments from the board.

Commissioner Anderson says he believes all grants that will affect the county should come before the board to stay transparent to the public.

Chairman Mann asks for any further comments from the board. The board agrees to keep the grant application and acceptance the way it is.

## **IX. COUNTY ATTORNEY**

County Attorney Komando gives a heads up to the commissioner to discuss litigation issues.

## **X. COMMISSIONER COMMENTS**

Commissioner Mobley asks for a rate on the Ag Center. County Manager Little said they are very close to opening the facility but the discussion regarding rates is scheduled for the next meeting.

Commissioner Iverson thanks the board for acceptance.

Commissioner Hartley welcomes Commissioner Iverson.

Commissioner Anderson announces he is the President of the Regional Council of Northeast Florida and mentions a meeting set up with the COA.

Commissioner Mann enquires about the rental rates being on the agenda for the next meeting and recognizes the improvements made to the audit and requests an action item on the next agenda to discuss what the audits will be like if amended.

## **XI. PUBLIC HEARING 6:00 PM**

### **FINAL HEARING ITEMS**

#### **1. Subdivision of Development Review, Preliminary & Final (Arrow Wood); LaDonna Combs**

The subject parcel is comprised of 300.5 acres and is currently vacant with a land use of Ag B and a zoning of Ag 7.5.

The applicant proposes to record platted subdivision lots but is not proposing to develop them. The individual lots, once recorded, would then be available for individual purchase, upon which the buyer would then be responsible for submitting development plans for review and permitting if so desired. Each lot is to be served by private well and septic systems. The applicant proposes to subdivide the parent parcel into twenty-six parcels

ranging from 10.01 acres to 30 acres. When previously brought before the BOCC, separate driveways were proposed. In the current lot layout, shared driveways were presented. A large portion of the property is in the FEMA flood zone and has bonafide wetlands (48%). The applicant provided a site depiction showing the house footprint, delineated wetlands, and WUI.

LaDonna Combs presents a letter from the Water Management District explaining that subdividing the property does not require district authorization as subdividing land is not a process regulated by the district. Another letter was presented from Kimley Horn after an environmental review of the soil was completed. The letter explains the types of trees and soil on the property and expresses that the environmental conditions on the site were suitable for single family lots as proposed. The property owners have met the requirements.

One of the concerns from DRC and staff expressed with the applicant, was while the wetlands would be platted and made public record, the average property owner is not looking at the plat and studying it as deeply as staff would. The applicant has agreed to put individual verbiage on the individual deeds as they were sold. The proposed verbiage says, "Grantee is hereby placed on notice that the described land **may** contain wetlands, the presence of which may effect the siting and placement of structures."

Chairman Mann asks speaker Patricia Rowe to comment.

Patricia Rowe expresses concern with the traffic that will follow building this subdivision. She also makes the BOCC aware of the water issues in the area, saying the water is poor quality and filters in the well cannot handle all the iron.

Chairman Mann asks for any further public comments. No comments presented.

Chairman Mann asks for any comments from the board. Commissioner Anderson expresses issues with the verbiage that says the land may contain wetlands and believes it should say they are containing wetlands due to every lot carrying wetlands. Commissioner Anderson feels that they should be honest with the people buying the lots.

Applicant Peter Scerbo says he does not have a problem taking out the word "may". Scerbo says they will have someone sign an exhibit that specifically says wetlands on it and make them initial so they are aware, and another document that says wetlands as well that will need a signature. A third document will also mention wetlands and belt suspenders.

Scerbo comments that they don't sell land to anybody that is not site unseen and they will walk on the land and see where the wetlands are so they will know what they have and don't have and mentions cleanup of some of the tracks almost to the wetland line along the fire department. Peter Scerbo says he is happy to change the language so that it indicates that wetlands are on each lot. Commissioner Anderson says by saying the property contains wetlands, this protects them from building a house on wetlands. Peter Scerbo says it protects everyone, including the county.

Peter Scerbo also says a document will be recorded with each deed that has an agreement so there is no issue in the future with someone saying the county will take responsibility for the shared driveway due to it being shared and address how the two property owners share in the maintenance and upkeep cost.

Chairman Mann asks for any further comments from the board. Commissioner Hartley says people need to be aware of the water conditions in the area and Chairman Mann

responds saying that area has been industrial since 1975. Commissioner Iverson says there will be people who don't understand what wetlands are and it is important that they understand that out of the 450 ft of property, only the first 150 ft can be used. County Attorney Komando says even though they're buying ten acres, they can only use one acre. Peter Scerbo responds, saying the buyers will initial on the actual plat that shows a colored sales exhibit that has wetland lines specifically on it and they're signing and acknowledging that they cannot do anything on wetland unless they talk to the state for permits. Commissioner Anderson his concerns have been met regarding to the driveways and making everyone aware of the wetlands as well as the changes to the verbiage on the documents, and visibly seeing the property before buying. County Attorney Komando says the BOCC has required more information on this subdivision than any other application. Chairman Anderson asks for any further comments from the board. County Attorney Komando asks if there is any type of municipal water on the property to which the answer is no. Commissioner Mobley motions to approve the subdivision for development review. Commissioner Anderson seconds the motion. The motion carries unanimously. County Attorney Komando clarifies that the word "may" will be deleted from the proposed language on the PDF version. Commissioner Mobley states he modifies his motion to reflect County Attorney's modifications

**XII. ADJOURN**

Chairman Mann adjourned the meeting at 8:50 pm

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Clerk of Court/Clerk to the Board

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Chairman, Ronald Mann

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
988974	CHK	A	ALACHUA COUNTY BOARD OF COUNTY ME Feb26	14	1	11,909.92	.00	11,909.92	02/12/2026		24072
				ME2026-25		11,909.92	0.00	11,909.92			
988975	CHK	A	BAKER COUNTY PRESS ORD2026-01,02 Advertising-CD	56	1	336.00	.00	336.00	02/12/2026		24072
				77939		336.00	0.00	336.00			
988976	CHK	A	BAKER RODEO C/O SUNI PHILLIPS TDC Rodeo Advertising 20%	4344	1	960.00	.00	960.00	02/12/2026		24072
				2025RODEO20%		960.00	0.00	960.00			
988977	CHK	A	BURKINS CHEVROLET LLC #4145 Air/Cabin Filters-CD	1762	1	138.49	.00	138.49	02/12/2026		24072
				CVCS157279		138.49	0.00	138.49			
988978	CHK	A	CHRISTIAN B DOOLIN FY24-25 Contract	1629	1	13,500.00	.00	13,500.00	02/12/2026		24072
				24-25		13,500.00	0.00	13,500.00			
988979	CHK	A	CKH CONSULTING Bookkeeping Services 1.26	4592	1	6,500.00	.00	6,500.00	02/12/2026		24072
				260133		6,500.00	0.00	6,500.00			
988980	CHK	A	DELL FINANCIAL SERVICES LLC Computer Lease 002 2.26	1023	1	652.38	.00	652.38	02/12/2026		24072
				4904504		652.38	0.00	652.38			
988981	CHK	A	DUVAL FORD FR2 Oil Change-Fire	165	5	865.13	.00	865.13	02/12/2026		24072
			R90 Diesel Oil Change-EMS	6556822		93.28	0.00	93.28			
			UT1 Diesel Oil Change-Fire	6556823		223.84	0.00	223.84			
			R50 Diesel Oil Change-EMS	6556888		231.20	0.00	231.20			
			BR40 Oil Change-Fire	6556889		212.85	0.00	212.85			
				6556890		103.96	0.00	103.96			
988982	CHK	A	HAGAN ACE HARDWARE OF MACCLENN Impact Glove/Weld Helmet-Main	221	7	407.88	.00	407.88	02/12/2026		24072
			Blade/Prmr/Cpl/Adptr/Elbw-Main	356137		61.62	0.00	61.62			
			Anchors-AG	356162		214.69	0.00	214.69			
			1Gal Plaster/Putty Knife-Hist	356239		22.99	0.00	22.99			
			Trash Bags/Water 24pk 2x-Main	356352		20.68	0.00	20.68			
			ST60 Bulb 2pk/Brooder Lam-Fire	356354		27.61	0.00	27.61			
			Nozzle 2x/Keyblank 2x-AC	356373		47.81	0.00	47.81			
				356434		12.48	0.00	12.48			
988983	CHK	A	IN TOUCH CONSULTING GROUP, INC CDBG ADMINISTRATOR FEES	4599	1	4,218.75	.00	4,218.75	02/12/2026		24072
				1403		4,218.75	0.00	4,218.75			
988984	CHK	A	KELLY KLEAN KELLY KLEAN 1.26	1321	2	4,840.00	.00	4,840.00	02/12/2026		24072
			KELLY KLEAN 1.26	4346		4,840.00	0.00	2,950.00			
			KELLY KLEAN 1.26	4346		4,840.00	0.00	1,890.00			
988985	CHK	A	KNOX PEST CONTROL PUB DEF 81N PEST 2.26	2180	23	1,071.00	.00	1,071.00	02/12/2026		24072
			COURTHOUSE PEST 2.26	636059		30.00	0.00	30.00			
			AG 1025 PEST 2.26	636185		72.00	0.00	72.00			
			ADMIN PEST 2.26	636186		60.00	0.00	60.00			
			LIB 14W PEST 2.26	636187		30.00	0.00	30.00			
			HISTORICAL 42 2.26	636188		30.00	0.00	30.00			
			REC 490 PEST 2.26	636190		32.00	0.00	32.00			
			MAIN 323 PEST 2.26	636191		30.00	0.00	30.00			
			PA/TC/SOE PEST 2.26	636192		20.00	0.00	20.00			
			COM DEV 360 PEST 2.26	636193		45.00	0.00	45.00			
			DEPU DG LN 14564 2.26	636196		30.00	0.00	30.00			
				636197		35.00	0.00	35.00			

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			HD 480 PEST 2.26	636198		45.00	0.00	45.00			
			CRT SERV PEST 2.26	636199		30.00	0.00	30.00			
			TRNSPT 9264 PEST 2.26	636200		34.00	0.00	34.00			
			FIRE10 4980 2.26	636201		18.00	0.00	18.00			
			FIRE20 14496 2.26	636202		18.00	0.00	18.00			
			FIRE40 26461 2.26	636204		18.00	0.00	18.00			
			FIRE60 27310 2.26	636254		18.00	0.00	18.00			
			FIRE80 5644 2.26	636255		18.00	0.00	18.00			
			ST70 12170WIREMIL 2.26	636282		18.00	0.00	18.00			
			COA 5426 PEST 2.26	636695		40.00	0.00	40.00			
			Rodent Boxes-AC	644026		360.00	0.00	360.00			
			Rodent Service 2.26-AC	644027		40.00	0.00	40.00			
<b>988986</b>	<b>CHK</b>	<b>A</b>	<b>L V HIERS INC</b>	<b>267</b>	<b>6</b>	<b>1,302.53</b>	<b>.00</b>	<b>1,302.53</b>	<b>02/12/2026</b>		<b>24072</b>
			18.70Gal Fuel-Maint	195206		47.33	0.00	47.33			
			266 GAL DYED DIESEL-EMS	492400		763.98	0.00	763.98			
			128Gal Diesel-EMS	4924720		371.20	0.00	371.20			
			5Gal Fuel-DevOp	607477		12.66	0.00	12.66			
			21Gal Fuel-AC	607567		53.68	0.00	53.68			
			21Gal Fuel-AC	607582		53.68	0.00	53.68			
<b>988987</b>	<b>CHK</b>	<b>A</b>	<b>MACCLENNY MOWER AND SAW INC</b>	<b>1334</b>	<b>1</b>	<b>379.50</b>	<b>.00</b>	<b>379.50</b>	<b>02/12/2026</b>		<b>24072</b>
			Lift Rental-CH	4451		379.50	0.00	379.50			
<b>988988</b>	<b>CHK</b>	<b>A</b>	<b>MIRACLE AUTOMOTIVE &amp; TRUCK SER 296</b>	<b>1334</b>	<b>1</b>	<b>1,704.02</b>	<b>.00</b>	<b>1,704.02</b>	<b>02/12/2026</b>		<b>24072</b>
			R50 Radiator/Antifreeze/Ho-EMS 8495	8495		1,704.02	0.00	1,704.02			
<b>988989</b>	<b>CHK</b>	<b>A</b>	<b>MR CLEAN LLC</b>	<b>4309</b>	<b>1</b>	<b>2,850.00</b>	<b>.00</b>	<b>2,850.00</b>	<b>02/12/2026</b>		<b>24072</b>
			Roof Clean,Fascia,Ev-TC,PA,SOE 365	365		2,850.00	0.00	2,850.00			
<b>988990</b>	<b>CHK</b>	<b>A</b>	<b>NAPA AUTO PARTS- JAX015</b>	<b>284</b>	<b>1</b>	<b>93.95</b>	<b>.00</b>	<b>93.95</b>	<b>02/12/2026</b>		<b>24072</b>
			#8263/2486 Wipers/Headlight-AC 45782	45782		93.95	0.00	93.95			
<b>988991</b>	<b>CHK</b>	<b>A</b>	<b>O'REILLY AUTOMOTIVE INC</b>	<b>1352</b>	<b>1</b>	<b>52.87</b>	<b>.00</b>	<b>52.87</b>	<b>02/12/2026</b>		<b>24072</b>
			UT1 Adhesive Eraser Wheel-Fire 1897-192958	1897-192958		52.87	0.00	52.87			
<b>988992</b>	<b>CHK</b>	<b>A</b>	<b>PRIDE ENTERPRISES</b>	<b>343</b>	<b>1</b>	<b>317.35</b>	<b>.00</b>	<b>317.35</b>	<b>02/12/2026</b>		<b>24072</b>
			Warning Notice/Citation-AC	E2221055		317.35	0.00	317.35			
<b>988993</b>	<b>CHK</b>	<b>A</b>	<b>PRS LLC</b>	<b>4643</b>	<b>1</b>	<b>221.74</b>	<b>.00</b>	<b>221.74</b>	<b>02/12/2026</b>		<b>24072</b>
			Ins Overpayment Request	6343650		221.74	0.00	221.74			
<b>988994</b>	<b>CHK</b>	<b>A</b>	<b>SCOTTY RHODEN, SHERIFF</b>	<b>757</b>	<b>1</b>	<b>38,900.00</b>	<b>.00</b>	<b>38,900.00</b>	<b>02/12/2026</b>		<b>24072</b>
			License Plate Reader Pymt 4	3232		38,900.00	0.00	38,900.00			
<b>988995</b>	<b>CHK</b>	<b>A</b>	<b>SOLANTIC OF JACKSONVILLE LLC</b>	<b>2199</b>	<b>1</b>	<b>65.00</b>	<b>.00</b>	<b>65.00</b>	<b>02/12/2026</b>		<b>24072</b>
			Drug Screen/Observed Collec-Rd 12681310	12681310		65.00	0.00	65.00			
<b>988996</b>	<b>CHK</b>	<b>A</b>	<b>STAPLES ADVANTAGE</b>	<b>2164</b>	<b>6</b>	<b>316.51</b>	<b>.00</b>	<b>316.51</b>	<b>02/12/2026</b>		<b>24072</b>
			Copy Paper 2x-Adm	6052558495		84.98	0.00	84.98			
			Ltr Opnr/Scissors/Stplr/Sh-Adm	6053493909		157.24	0.00	157.24			
			Mat/Ltr Opnr/Tape Disp/Sci-Adm	6054120644		157.24	0.00	157.24			
			Mat/Ltr Opnr/Tape Disp/Sci-Adm	6054207859		157.24	0.00	157.24			
			Polish/Post It/Notepad 12p-Adm	6054207860		35.57	0.00	35.57			
			Chair Mat-Adm	6054288798		38.72	0.00	38.72			

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988997	CHK	A	SUBURBAN PROPANE-1771	2333	2	95.30	.00	95.30	02/12/2026		24072
			10.8Gal Propane-AC	342032		36.39	0.00	36.39			
			27.6Gal Propane-AC	342033		58.91	0.00	58.91			
988998	CHK	A	TARBOX CONSULTING AND DESIGN I	484	1	2,558.50	.00	2,558.50	02/12/2026		24072
			O&M MANUAL FOR SJRWMSITE VI	1733		2,558.50	0.00	2,558.50			
988999	CHK	A	TEN-8 FIRE EQUIPMENT INC	1079	1	11,263.71	.00	11,263.71	02/12/2026		24072
			HONDA POWERED PUMP 20HP P&V GX	1310094110		11,263.71	0.00	11,263.71			
989000	CHK	A	HRA Reimbursement FY25-26	1062	1	394.12	.00	394.12	02/13/2026		24077
				HRA1FY25-26		394.12	0.00	394.12			
989001	CHK	A	CITY OF MACCLENNY	109	8	1,503.61	.00	1,503.61	02/13/2026		24077
			14 MCIVER AVE-LIBRARY	#500012-164		60.44	0.00	60.44			
			4980 JEFF STARLING-FIRE ST10	#500127-164		47.60	0.00	47.60			
			339 E MACCLENNY AVE-COURTHOUSE	#500836-164		138.03	0.00	138.03			
			360 E SHUEY-BLDG WATER	#500976-164		77.01	0.00	77.01			
			TRI CNTY/GAL COURT SERVICES	#500977-164		60.21	0.00	60.21			
			55 N 3RD ST-ADMIN	#500987-164		61.27	0.00	61.27			
			3RD ST-PUBLIC DEFENDER	#500996-164		315.50	0.00	315.50			
			9264 BUCK STARLING-TRANSP CTR	#502955-164		743.55	0.00	743.55			
989002	CHK	A	FPL	200	17	5,533.78	.00	5,533.78	02/13/2026		24077
			04012-13723 ROAD DEPART/TRFF	04012-13723.1-128		83.91	0.00	83.91			
			04082-14708 SR228 #CITY SL'S	04082-14708.1-126		37.39	0.00	37.39			
			07253-15162 FIRE70 SANDERSON	07253-15162-060		1,224.84	0.00	1,224.84			
			09178-19799 SNDRSN COMM SR127	09178-19799.1-129		83.22	0.00	83.22			
			11233-03289 OLUSTEE-SOLID WAST	11233-03289.1-128		60.60	0.00	60.60			
			30354-83514 SIGN&TIRE SHOP-R&B	30354-83514.1-128		607.20	0.00	607.20			
			45151-88144 SR 228-SOLID WASTE	45151-88144.1-128		72.40	0.00	72.40			
			55706-76238 SENIOR LIFE CTR	55706-76238-045		952.73	0.00	952.73			
			58599-18764 JEFF STARLING-SW	58599-18764.1-129		71.71	0.00	71.71			
			65342-69524 ST50 SIGN	65342-69524.1-129		37.09	0.00	37.09			
			79108-19775 HOSS KELLER-SW	79108-19775.1-129		58.60	0.00	58.60			
			80118-12818 FIRE 80-OLUSTE	80118-12818.1-128		40.85	0.00	40.85			
			85265-17779 LIBRARY 14 E MCIVE	85265-17779.1-129		1,280.03	0.00	1,280.03			
			85285-11721 OLD JAIL 42W MCIVE	85285-11721.1-129		504.43	0.00	504.43			
			89658-19777 RD YARD 8156 CYPRE	89658-19777.1-129		226.39	0.00	226.39			
			89678-13729 RD DEPT BARN	89678-13729.1-129		158.03	0.00	158.03			
			96269-97366 ST70 PUMP WIREMILL	96269-97366-028		34.36	0.00	34.36			
989003	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	16,648.85	.00	16,648.85	02/13/2026		24077
			E911 Nov25	3395		16,648.85	0.00	16,648.85			
989004	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	1,898.00	.00	1,898.00	02/13/2026		24077
			School Zone Enforcement 1.26	3401		1,898.00	0.00	1,898.00			
989005	CHK	A	TOWN OF GLEN ST MARY	2074	1	250.23	.00	250.23	02/13/2026		24077
			ACC#272-00 2.26	SEPT21-066		250.23	0.00	250.23			
989006	CHK	A	HRA Reimbursement FY25-26	4639	1	4,218.96	.00	4,218.96	02/13/2026		24077
				HRA2FY25-26		4,218.96	0.00	4,218.96			
989007	CHK	A	GLEN CASH STORE INC	212	1	25.56	.00	25.56	02/16/2026		24095
			Heat Bulb 3x/Bulb-Main	A232847		25.56	0.00	25.56			

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989008	CHK	A	HAGAN ACE HARDWARE OF MACCLENN	221	40	1,143.11	.00	1,143.11	02/16/2026		24095
			Overpayment Credit-Maint	331593		9.73-	0.00	9.73-			
			Sanded Grout-Rec	355807		15.29	0.00	15.29			
			Trash Bags 4x-Beck	355860		62.52	0.00	62.52			
			Chrg Kit/Grout/Tile Glue-Rec	355862		256.77	0.00	256.77			
			Grout Sponge 2x-Rec	355883		8.44	0.00	8.44			
			Mechanic Tool Set 230pc-Rec	355901		193.19	0.00	193.19			
			Misc Screws,Nuts,Bolts 10x-Rec	355908		12.50	0.00	12.50			
			Lndry Tub/Bolt/Tlt Gskt/Sf-Rec	355922		78.15	0.00	78.15			
			PVC Trap-Rec	355939		6.29	0.00	6.29			
			Cable Ties-Shoals	355950		15.63	0.00	15.63			
			PVC Adapter 2x-Rec	356000		3.94	0.00	3.94			
			Clear Shellac Spray-Rec	356002		12.59	0.00	12.59			
			Mop-Rec	356029		15.29	0.00	15.29			
			Foam Knee Pads-Rec	356046		16.55	0.00	16.55			
			Tile Mortar-Rec	356066		33.29	0.00	33.29			
			5Gal Bckt/7lb Grout/Trowl-Rec	356143		48.75	0.00	48.75			
			Cloth/Nails/Nailsetter/Pin-Rec	356158		53.85	0.00	53.85			
			Mrkng Pnt/Tape/Line-Shoals	356233		62.99	0.00	62.99			
			Slip Joint/Tailpiece-Rec	356246		9.52	0.00	9.52			
			PVC/Plier/Elbw/Cpl/Tee/A-Arena	356273		94.99	0.00	94.99			
			Bckt/Pickup Tool/Nozzle-Shoals	356281		72.43	0.00	72.43			
			Bibb Hose-Arena	356285		7.19	0.00	7.19			
			Trmr Line/Sfty Glasses/Pli-Rec	356337		62.15	0.00	62.15			
			Return Lithium Charger-Shoals	356345		159.99-	0.00	159.99-			
			Lithium Charger-Shoals	356346		219.00	0.00	219.00			
			PVC Cutter/Door Knob-Arena	356361		41.78	0.00	41.78			
			Pipe End/Ball Valve STOCK-Main	356372		17.08	0.00	17.08			
			Bulbs/Lamp/Terminal/Insul-Main	356375		140.40	0.00	140.40			
			Blntk/Tool/Term-AC,Main,Sndrsn	356387		46.83	0.00	46.83			
			Wall Patch 2x/Screws-Hist	356392		43.73	0.00	43.73			
			Nutdriver/Terminal/Bulb-Main	356416		22.76	0.00	22.76			
			1Gal Patch Plaster 2x-Hist	356424		35.98	0.00	35.98			
			Overpayment 340449	A78001		15.29-	0.00	15.29-			
			Overpayment 342612	A82963		40.85-	0.00	40.85-			
			Overpayment 342666	A82965		29.42-	0.00	29.42-			
			Overpayment 342709	A82966		26.98-	0.00	26.98-			
			Overpayment 342710	A82967		27.72-	0.00	27.72-			
			Overpayment 342711	A82968		55.11-	0.00	55.11-			
			Overpayment 349590	A97501		150.00-	0.00	150.00-			
			Overpayment 42163	B02142		51.67-	0.00	51.67-			
989009	CHK	A	HOME DEPOT CREDIT SERVICES	234	1	465.66	.00	465.66	02/16/2026		24095
			Light/Tote/Bulb/Tape/Vlv-Main	402058		465.66	0.00	465.66			
989010	CHK	A	HOUNDTOWNE INC. DBA SHELTERLUV	1190	1	12.00	.00	12.00	02/16/2026		24095
			Adoption Sftwr 6x Adptn-AC	69340		12.00	0.00	12.00			
989011	CHK	A	INTERSTATE SUPPLY INC	244	1	147.50	.00	147.50	02/16/2026		24095
			32W Bulbs 50x STOCK-Main	3966-1008035		147.50	0.00	147.50			
989012	CHK	A	L D BRADLEY LAND SURVEYORS	266	1	2,042.25	.00	2,042.25	02/16/2026		24095
			survey for Shoals Park Fence	38787		2,042.25	0.00	2,042.25			
989013	CHK	A	L V HIERS INC	267	16	1,190.52	.00	1,190.52	02/16/2026		24095
			23.40Gal Fuel-Maint	194995		59.22	0.00	59.22			

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			23.90Gal Fuel-Maint	195202		60.48	0.00	60.48			
			14Gal Fuel-VS	195313		35.78	0.00	35.78			
			33.50Gal Fuel-Rec	607080		82.61	0.00	82.61			
			29.30Gal Fuel-Rec	607107		72.25	0.00	72.25			
			53Gal Fuel-Maint	607128		130.70	0.00	130.70			
			25Gal Fuel-Rec	607224		63.28	0.00	63.28			
			27.80Gal Fuel-Rec	607238		70.36	0.00	70.36			
			20Gal Fuel/Tub O Towels-Maint	607368		70.62	0.00	70.62			
			36.70Gal Fuel-Rec	607410		92.89	0.00	92.89			
			33Gal Fuel-Rec	607432		83.52	0.00	83.52			
			24.50Gal Fuel-Rec	607478		62.01	0.00	62.01			
			25Gal Fuel-Rec	607483		63.28	0.00	63.28			
			32Gal Fuel-Rec	607507		80.99	0.00	80.99			
			31.90Gal Fuel-Rec	607539		80.74	0.00	80.74			
			32Gal Fuel-Rec	607597		81.79	0.00	81.79			
989014	CHK	A	NAPA AUTO PARTS- JAX015	284	1	24.98	.00	24.98	02/16/2026		24095
			#14 Antifreeze 2x-Maint	25974		24.98	0.00	24.98			
989015	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	6,836.76	.00	6,836.76	02/16/2026		24095
			Shoals Deputy Jan26	3387		6,836.76	0.00	6,836.76			
989016	CHK	A	AMERICAN TIRE DISTRIBUTORS INC	4522	1	31.61	.00	31.61	02/18/2026		24107
			Finance Charges 1.26-Adm	F001366359		31.61	0.00	31.61			
989017	CHK	A	CINTAS DISTRIBUTION LLC-ROAD	4479	2	969.96	.00	969.96	02/18/2026		24107
			Rd Uniforms Cleaned 1/26/26	4257493726		484.98	0.00	484.98			
			Rd Uniforms Cleaned 2/2/26	4258211149		484.98	0.00	484.98			
989018	CHK	A	FLEET TRUCK PARTS INC	4484	1	303.11	.00	303.11	02/18/2026		24107
			#6457 Oil Fil/Truck Wash/Ai-Rd	533912		303.11	0.00	303.11			
989019	CHK	A	HAGAN ACE HARDWARE OF MACCLENN	221	1	126.29	.00	126.29	02/18/2026		24107
			Galv Tin/Concrete Mix 10x-Rd	356566		126.29	0.00	126.29			
989020	CHK	A	ICE CUBE EXPRESS	75	1	81.00	.00	81.00	02/18/2026		24107
			10lb Bag Ice 60x-Rd	14475		81.00	0.00	81.00			
989021	CHK	A	L V HIERS INC	267	5	13,013.79	.00	13,013.79	02/18/2026		24107
			419 gals reg gas/rd inv 049221	492218		1,117.46	0.00	1,117.46			
			1471 gals dyed diesel/rd inv 4	4922180		4,059.96	0.00	4,059.96			
			2223 gals dyed diesel/rd inv 0	492486		6,557.85	0.00	6,557.85			
			318 gals reg gas/rd inv 049248	492487		864.00	0.00	864.00			
			142Gal Diesel-Rd	607555		414.52	0.00	414.52			
989022	CHK	A	LAIN INDUSTRIES INC	4569	1	285.18	.00	285.18	02/18/2026		24107
			Welding Rods/Grinding Wheel-Rd	82582		285.18	0.00	285.18			
989023	CHK	A	MACC'S GLASS INC.	393	1	460.00	.00	460.00	02/18/2026		24107
			#602 WindshIELD-AC	12447		460.00	0.00	460.00			
989024	CHK	A	MACCLENNY MOWER AND SAW INC	1334	1	42.00	.00	42.00	02/18/2026		24107
			Chain Breaker 2x-Rd	122239		42.00	0.00	42.00			
989025	CHK	A	MOONLIGHT BLESSINGS	2306	1	100.00	.00	100.00	02/18/2026		24107
			Honor Set up-Adm	FEB5.26		100.00	0.00	100.00			

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989026	CHK	A	NAPA AUTO PARTS- JAX015	284	4	334.53	.00	334.53	02/18/2026		24107
			Trlr Conn Adptr/Electrode S-Rd	45525		50.88	0.00	50.88			
			Cotter Pin/Welding Gloves 2-Rd	45856		53.98	0.00	53.98			
			#5362 Axle/Fuel Filter 2x-Rd	45910		172.68	0.00	172.68			
			#347 V Belt-SW	46635		56.99	0.00	56.99			
989027	CHK	A	NEW RIVER SOLID WASTE ASSOCIAT	317	1	22,160.40	.00	22,160.40	02/18/2026		24107
			Dec 2025 BOCC tipping/sw	DEC25BOCC		22,160.40	0.00	22,160.40			
989028	CHK	A	NEXTRAN TRUCK CENTER	318	1	832.18	.00	832.18	02/18/2026		24107
			cap oil fillers/22 ton jack an	04P216312		832.18	0.00	832.18			
989029	CHK	A	PAUL D HARVEY DBA P & S HARVEY	4388	1	285.00	.00	285.00	02/18/2026		24107
			Ice Machine Filter-EMS	964916		285.00	0.00	285.00			
989030	CHK	A	QUALITY INTERNET SERVICES OF F	349	4	467.25	.00	467.25	02/18/2026		24107
			ST50 Phone/Internet 3.26	11426		139.35	0.00	139.35			
			Internet Service 3.26	11449		159.00	0.00	80.00			
			Internet Service 3.26	11449		159.00	0.00	79.00			
			Clerk Internet 3.26	11451		168.90	0.00	168.90			
989031	CHK	A	RING POWER CORPORATION	365	1	972.77	.00	972.77	02/18/2026		24107
			#1200/PM filters and parts/rd	07BC0003619		972.77	0.00	972.77			
989032	CHK	A	SOUTHEASTERN SERVICES INC	387	1	12,306.06	.00	12,306.06	02/18/2026		24107
			site attendants through 1/25/2	128875		12,306.06	0.00	12,306.06			
989033	CHK	A	SOUTHLAND WOOD & STEEL	4642	1	879.98	.00	879.98	02/18/2026		24107
			2-12"x12"x20' rough cut bridge	5QQLG		879.98	0.00	879.98			
989034	CHK	A	STACIE D. HARVEY, CLERK OF COU	279	1	142.00	.00	142.00	02/18/2026		24107
			ORD25-37,38,40,41 Recorded	202600605		142.00	0.00	142.00			
989035	CHK	A	STOTT BOLT AND SUPPLY COMPANY	1476	1	121.60	.00	121.60	02/18/2026		24107
			Concrete Screw Hex Galvaniz-Rd	261909		121.60	0.00	121.60			
989036	CHK	A	SUBURBAN PROPANE-1771	2333	2	98.21	.00	98.21	02/18/2026		24107
			27.80Gal Propane-AC	342105		58.34	0.00	58.34			
			13.7Gal Propane-AC	342106		39.87	0.00	39.87			
989037	CHK	A	SUMMERVILLE SYSTEMS	398	2	6,182.29	.00	6,182.29	02/18/2026		24107
			school zone timeclock replacem	1454		3,360.51	0.00	3,360.51			
			2026 red light signal maintena	1455		2,821.78	0.00	2,821.78			
989038	CHK	A	HIDAY & RICKE, P.A.	4565	1	265.84	.00	265.84	02/20/2026		24128
			GARNISHMENT 2.26	180000099SCM2.26		265.84	0.00	265.84			
989039	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	26,451.50	.00	26,451.50	02/20/2026		24128
			EMPA Grant A0539 Claim2	3412		26,451.50	0.00	26,451.50			
989040	CHK	A	TAMPA ELECTRIC COMPANY DBA PEO	4510	1	154.66	.00	154.66	02/20/2026		24128
			SENIOR LIFE NATURAL GAS 2.26	8.25-011		154.66	0.00	154.66			
989041	CHK	A	THE MACCLENNY ASSOC OF PRO FF	1059	1	420.00	.00	420.00	02/20/2026		24128
			FIRE/EMS UNION 2/20	PR168-139		420.00	0.00	420.00			

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989042	CHK	A	HRA Reimbursement FY25-26	HRA01FY25-26	707 1	7,000.00 7,000.00	.00 0.00	7,000.00 7,000.00	02/20/2026		24128
989043	CHK	A	VALIC AIG VALIC 2/20	PR168-137	419 1	1,055.00 1,055.00	.00 0.00	1,055.00 1,055.00	02/20/2026		24128
1803	EPAY	A	NATIONWIDE RETIREMENT SOLUTION PEBSCO/NATIONWIDE 2.20	PR168-139	311 1	100.00 100.00	.00 0.00	100.00 100.00	02/20/2026		24128
1804	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Pants 5x/Name Bar-AC	FEB26	667 1	267.00 267.00	.00 0.00	267.00 267.00	02/23/2026		24136
1805	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Mount/Filter/Stblzr/Adpt-DevOp	FEB26.10	667 1	191.96 191.96	.00 0.00	191.96 191.96	02/23/2026		24136
1806	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 2026 Pub Record Social Media	FEB26.11	667 1	2,595.52 2,595.52	.00 0.00	2,595.52 2,595.52	02/23/2026		24136
1807	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Chat GPT Unused Time 1.26	FEB26.12	667 1	11.49 11.49	.00 0.00	11.49 11.49	02/23/2026		24136
1808	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Foxit PDF Registration-Adm	FEB26.13	667 1	209.99 209.99	.00 0.00	209.99 209.99	02/23/2026		24136
1809	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Alum Paper Interleave-Fire	FEB26.14	667 1	275.00 275.00	.00 0.00	275.00 275.00	02/23/2026		24136
1810	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Addtnl Phone Storage 1.26-EMS	FEB26.15	667 1	2.99 2.99	.00 0.00	2.99 2.99	02/23/2026		24136
1811	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- CAN-AM DEFENDER SINGLE CAB MET	FEB26.16	667 1	1,224.00 1,224.00	.00 0.00	1,224.00 1,224.00	02/23/2026		24136
1812	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Shirts 3x/Pants 6x-Fire Shirts 3x/Pants 6x-Fire	FEB26.17 FEB26.17	667 2	444.15 444.15 444.15	.00 0.00 0.00	444.15 196.07 248.08	02/23/2026		24136
1813	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- EdgeTec Pants-EMS	FEB26.18	667 1	71.74 71.74	.00 0.00	71.74 71.74	02/23/2026		24136
1814	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 18lb Pail Laundry De-Fire	FEB26.19	667 1	111.91 111.91	.00 0.00	111.91 111.91	02/23/2026		24136
1815	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Ticket Book Holder 3x-AC	FEB26.2	667 1	97.97 97.97	.00 0.00	97.97 97.97	02/23/2026		24136
1816	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Water 40pk 9x-EMS,Fire Water 40pk 9x-EMS,Fire	FEB26.20 FEB26.20	667 2	49.23 49.23 49.23	.00 0.00 0.00	49.23 16.41 32.82	02/23/2026		24136
1817	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Lowes Tax Rfnd Washer/Dryer-Ag	FEB26.21	667 1	109.12- 109.12-	.00 0.00	109.12- 109.12-	02/23/2026		24136
1818	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Firefighter Job Posted Online	FEB26.22	667 1	26.82 26.82	.00 0.00	26.82 26.82	02/23/2026		24136

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1819	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Snacks/Water/Coffee-Adm	667	1	118.61 118.61	.00 0.00	118.61 118.61	02/23/2026		24136
1820	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Desk Calendar 6x-Adm	667	1	77.40 77.40	.00 0.00	77.40 77.40	02/23/2026		24136
1821	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Message Pad-CD	667	1	18.65 18.65	.00 0.00	18.65 18.65	02/23/2026		24136
1822	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Copier Color Tank-AC	667	1	199.00 199.00	.00 0.00	199.00 199.00	02/23/2026		24136
1823	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Toilet Paper 80ct 3x-CH	667	1	149.97 149.97	.00 0.00	149.97 149.97	02/23/2026		24136
1824	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 1Gal Soap Refill 3x-CH	667	1	59.61 59.61	.00 0.00	59.61 59.61	02/23/2026		24136
1825	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 18.22Gal Fuel-AC	667	1	49.90 49.90	.00 0.00	49.90 49.90	02/23/2026		24136
1826	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Dsfctnt/Pine Clnr/Dawn/Crea-AC	667	1	170.96 170.96	.00 0.00	170.96 170.96	02/23/2026		24136
1827	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Packing Tape-CD	667	1	36.97 36.97	.00 0.00	36.97 36.97	02/23/2026		24136
1828	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 26 Euthanasia Hotel-AC	667	1	281.00 281.00	.00 0.00	281.00 281.00	02/23/2026		24136
1829	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 26 Euthanasia Hotel-AC	667	1	281.00 281.00	.00 0.00	281.00 281.00	02/23/2026		24136
1830	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Screen Prtctr/Phone Case-Main	667	1	47.15 47.15	.00 0.00	47.15 47.15	02/23/2026		24136
1831	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 20pc Trowel Set 12x-Adm	667	1	203.88 203.88	.00 0.00	203.88 203.88	02/23/2026		24136
1832	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Black Toner-Fin	667	1	203.49 203.49	.00 0.00	203.49 203.49	02/23/2026		24136
1833	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Labels/Mrkr/Wipes/Stencils-CD	667	1	85.98 85.98	.00 0.00	85.98 85.98	02/23/2026		24136
1834	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Paper Cone Cups 5000pk-Ext	667	1	75.19 75.19	.00 0.00	75.19 75.19	02/23/2026		24136
1835	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Insect Traps/HDMI Cable 4x-Ext	667	1	38.91 38.91	.00 0.00	38.91 38.91	02/23/2026		24136
1836	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Doormat/1Gal Hand Soap 2x-Ext	667	1	53.86 53.86	.00 0.00	53.86 53.86	02/23/2026		24136
1837	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Library Books 4x	667	1	46.01 46.01	.00 0.00	46.01 46.01	02/23/2026		24136

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1838	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Trailer Tag-TitleIII	667	1	34.60 34.60	.00 0.00	34.60 34.60	02/23/2026		24136
1839	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Binder Clips 144pk 2x-Clerk	667	1	27.74 27.74	.00 0.00	27.74 27.74	02/23/2026		24136
1840	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- pots w seeds 26 rural county	667	1	1,436.00 1,436.00	.00 0.00	1,436.00 1,436.00	02/23/2026		24136
1841	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Rubber Base Set 3x-Rec	667	1	499.20 499.20	.00 0.00	499.20 499.20	02/23/2026		24136
1842	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Double First Base 2x-Rec	667	1	301.92 301.92	.00 0.00	301.92 301.92	02/23/2026		24136
1843	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Tissue/Keybrd/Dry Ers Cale-Ext	667	1	89.98 89.98	.00 0.00	89.98 89.98	02/23/2026		24136
1844	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Garden Hose-Ext	667	1	29.99 29.99	.00 0.00	29.99 29.99	02/23/2026		24136
1845	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Keyboard 2x/Batt Backup-Adm	667	1	93.64 93.64	.00 0.00	93.64 93.64	02/23/2026		24136
1846	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Pens/Bndr Clips/Doc Hldr-Clerk	667	1	109.46 109.46	.00 0.00	109.46 109.46	02/23/2026		24136
1847	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Self Inking Stamp 2x-Clerk	667	1	15.42 15.42	.00 0.00	15.42 15.42	02/23/2026		24136
1848	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Library Books 5x	667	1	98.27 98.27	.00 0.00	98.27 98.27	02/23/2026		24136
1849	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Office Chair-Adm	667	1	149.50 149.50	.00 0.00	149.50 149.50	02/23/2026		24136
1850	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Rural Counties Day Banner-Adm	667	1	65.00 65.00	.00 0.00	65.00 65.00	02/23/2026		24136
1851	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Time Clock Ribbon 12pk-Clerk	667	1	29.99 29.99	.00 0.00	29.99 29.99	02/23/2026		24136
1852	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Coffee Pods/Black Toner-Clerk	667	1	221.65 221.65	.00 0.00	221.65 221.65	02/23/2026		24136
1853	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Card Box/Pen Hldr/Desk P-Clerk	667	1	41.61 41.61	.00 0.00	41.61 41.61	02/23/2026		24136
1854	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Rubber With Stanchion 3x-Rec	667	1	218.82 218.82	.00 0.00	218.82 218.82	02/23/2026		24136
1855	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Desk Pad 3x/Black Toner-Clerk	667	1	232.97 232.97	.00 0.00	232.97 232.97	02/23/2026		24136
1856	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Black Toner/Desk Calendr-Clerk	667	1	630.19 630.19	.00 0.00	630.19 630.19	02/23/2026		24136

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1857	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Banner-CD	667	1	103.69 103.69	.00 0.00	103.69 103.69	02/23/2026		24136
1858	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Tally Counter/People Counte-Rd	667	1	144.48 144.48	.00 0.00	144.48 144.48	02/23/2026		24136
1859	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Chat GPT Subscription 2.26	667	1	150.00 150.00	.00 0.00	150.00 150.00	02/23/2026		24136
1860	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- 3 Hole Punch-Clerk	667	1	14.75 14.75	.00 0.00	14.75 14.75	02/23/2026		24136
1861	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- USB Speakers 3x-Clerk	667	1	53.43 53.43	.00 0.00	53.43 53.43	02/23/2026		24136
1862	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Clipboard 2x-Clerk	667	1	26.77 26.77	.00 0.00	26.77 26.77	02/23/2026		24136
1863	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Faucet/Air Fr/Sckt Adpt S-Main	667	1	61.25 61.25	.00 0.00	61.25 61.25	02/23/2026		24136
1864	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Cutlery/Paper Plates-Clerk	667	1	53.37 53.37	.00 0.00	53.37 53.37	02/23/2026		24136
1865	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Self Inking Stamp-Clerk	667	1	24.20 24.20	.00 0.00	24.20 24.20	02/23/2026		24136
1866	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Bulb 4x/WD40/Clamp-Main	667	1	60.23 60.23	.00 0.00	60.23 60.23	02/23/2026		24136
1867	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Heater-TC	667	1	23.88 23.88	.00 0.00	23.88 23.88	02/23/2026		24136
1868	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Heater-TC	667	1	23.88 23.88	.00 0.00	23.88 23.88	02/23/2026		24136
1869	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Deskpad 3x/10pk Paper-Rd	667	1	73.88 73.88	.00 0.00	73.88 73.88	02/23/2026		24136
1870	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Tripod/Go Pro Shell Case-DevOp	667	1	50.19 50.19	.00 0.00	50.19 50.19	02/23/2026		24136
1871	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- impact gun/sockets/rd inv 1283	667	1	1,949.98 1,949.98	.00 0.00	1,949.98 1,949.98	02/23/2026		24136
1872	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Pine Clnr/Air Fr/Dawn/Crmr-Rd	667	1	144.30 144.30	.00 0.00	144.30 144.30	02/23/2026		24136
1873	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST70 Coffee Pot 2x-Fire	667	1	113.88 113.88	.00 0.00	113.88 113.88	02/23/2026		24136
1874	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Wiring Hrns/Parking Mats-Title	667	1	64.09 64.09	.00 0.00	64.09 64.09	02/23/2026		24136
1875	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 Pressure Line Valve-Fire	667	1	175.80 175.80	.00 0.00	175.80 175.80	02/23/2026		24136

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1876	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST70 Dry Erase Board-Fire	667	1	223.89	.00	223.89	02/23/2026		24136
				FEB26.75		223.89	0.00	223.89			
1877	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 Floor Mat/Entry Table-EMS	667	1	67.20	.00	67.20	02/23/2026		24136
				FEB26.76		67.20	0.00	67.20			
1878	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 Note Pads 12pk/50 2x-EMS	667	1	18.36	.00	18.36	02/23/2026		24136
				FEB26.77		18.36	0.00	18.36			
1879	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- CP1 Clipbrd/Pill Bags/Bro-Para	667	1	69.13	.00	69.13	02/23/2026		24136
				FEB26.78		69.13	0.00	69.13			
1880	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 Tr Bags/Bndr Dividers-EMS	667	1	70.48	.00	70.48	02/23/2026		24136
				FEB26.79		70.48	0.00	70.48			
1881	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Domain Renew 2.26-Shoals	667	1	18.68	.00	18.68	02/23/2026		24136
				FEB26.8		18.68	0.00	18.68			
1882	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST70 Trash Bags/Pine Clea-Fire	667	1	81.19	.00	81.19	02/23/2026		24136
				FEB26.80		81.19	0.00	81.19			
1883	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- E50 Light/E10 Sight Glass-Fire	667	1	76.09	.00	76.09	02/23/2026		24136
				FEB26.81		76.09	0.00	76.09			
1884	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- UT1 Ext Cord/Swtch/Gauge-Fire	667	1	128.93	.00	128.93	02/23/2026		24136
				FEB26.82		128.93	0.00	128.93			
1885	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST70 18lb Pail Laundry De-Fire	667	1	44.99	.00	44.99	02/23/2026		24136
				FEB26.83		44.99	0.00	44.99			
1886	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 Custom Stamp-EMS	667	1	9.49	.00	9.49	02/23/2026		24136
				FEB26.84		9.49	0.00	9.49			
1887	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- UT1 150amp Circuit Breake-Fire	667	1	27.20	.00	27.20	02/23/2026		24136
				FEB26.85		27.20	0.00	27.20			
1888	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 Toilet Paper-Fire	667	1	36.84	.00	36.84	02/23/2026		24136
				FEB26.86		36.84	0.00	36.84			
1889	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 Bathroom Cleaner 6pk-Fire	667	1	46.80	.00	46.80	02/23/2026		24136
				FEB26.87		46.80	0.00	46.80			
1890	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 Label Tape 6pk-EMS	667	1	28.88	.00	28.88	02/23/2026		24136
				FEB26.88		28.88	0.00	28.88			
1891	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 Truck/Trailer Wash 5-Fire	667	1	76.82	.00	76.82	02/23/2026		24136
				FEB26.89		76.82	0.00	76.82			
1892	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- Email Accounts 1.26	667	1	58.80	.00	58.80	02/23/2026		24136
				FEB26.9		58.80	0.00	58.80			
1893	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST90 NIOSH Pocket Guide-EMS	667	1	17.04	.00	17.04	02/23/2026		24136
				FEB26.90		17.04	0.00	17.04			
1894	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- ST50 Mltf Twls/Trash Bags-Fire	667	1	225.39	.00	225.39	02/23/2026		24136
				FEB26.91		225.39	0.00	225.39			

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
1895	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- UV Flashlight/E10 Coolan-Title	667	1	26.83 26.83	.00 0.00	26.83 26.83	02/23/2026		24136
1896	EPAY	A	FIRST FEDERAL BANK OF FLORIDA- UT1 Fuel&Tank Cleaner 2x-Fire	667	1	72.00 72.00	.00 0.00	72.00 72.00	02/23/2026		24136
989044	CHK	A	ADVANCE AUTO PARTS AKA-AAP FIN UT1 Return Belt Tensioner-Fire UT1 Belt Tensioner-Fire	951	2	.00 83.97- 83.97	.00 0.00 0.00	.00 83.97- 83.97	02/25/2026		24144
989045	CHK	A	ALACHUA COUNTY BOARD OF COUNTY Q1,3,4 25 Shortages Crt Adm,Pr Q1 2026 Crt Adm,Pro Se,PD,SA	14	2	49,942.13 3,496.30 46,445.83	.00 0.00 0.00	49,942.13 3,496.30 46,445.83	02/25/2026		24144
989046	CHK	A	BAKER BUSINESS CENTER LLC Drug Logs Copies 300x-EMS	2102	1	246.00 246.00	.00 0.00	246.00 246.00	02/25/2026		24144
989047	CHK	A	BAKER COUNTY PRESS ORD25-40,41,37,38/Sbdvn Ad-CD Paramedic Wanted Ad-EMS	56	2	760.50 672.00 88.50	.00 0.00 0.00	760.50 672.00 88.50	02/25/2026		24144
989048	CHK	A	CFX OFFICE TECHNOLOGY INC J12094 2.26-EMS	1185	1	482.83 482.83	.00 0.00	482.83 482.83	02/25/2026		24144
989049	CHK	A	DELL FINANCIAL SERVICES LLC Computer Lease 006 2.26	1023	1	4.82 4.82	.00 0.00	4.82 4.82	02/25/2026		24144
989050	CHK	A	FIRST COAST EMS ADVISORY COUNC 2026 Membership-EMS	1967	1	250.00 250.00	.00 0.00	250.00 250.00	02/25/2026		24144
989051	CHK	A	HAGAN ACE HARDWARE OF MACCLENN R50 Screws,Nuts,Bolts 5x-EMS ST50 Square/Trufuel/Bar&C-Fire	221	2	109.54 13.95 95.59	.00 0.00 0.00	109.54 13.95 95.59	02/25/2026		24144
989052	CHK	A	HENRY SCHEIN INC Cath/Inhaler/Sod Chl/Senso-EMS Lithium Battery-EMS Cath/Albut/IGel/Batt/Inhal-EMS Lancet Lite 4x-EMS	588	4	2,808.36 909.70 472.60 1,369.78 56.28	.00 0.00 0.00 0.00 0.00	2,808.36 909.70 472.60 1,369.78 56.28	02/25/2026		24144
989053	CHK	A	JIMMY'S AUTOMOTIVE REPAIR INC R90 LT245/75R17 IRON ALL-EMS	1105	1	668.00 668.00	.00 0.00	668.00 668.00	02/25/2026		24144
989054	CHK	A	L V HIERS INC 24.60Gal Fuel-Maint 251 GAL REG UNL GAS-EMS 21.30Gal Fuel-Maint 21.80Gal Fuel-Maint 13.50Gal Fuel-Adm 20Gal Fuel-AC	267	6	938.13 62.88 679.46 54.44 55.72 34.51 51.12	.00 0.00 0.00 0.00 0.00 0.00 0.00	938.13 62.88 679.46 54.44 55.72 34.51 51.12	02/25/2026		24144
989055	CHK	A	MAX GRAPHIX, LLC shoals payment envelopes resto	988	1	1,850.00 1,850.00	.00 0.00	1,850.00 1,850.00	02/25/2026		24144
989056	CHK	A	MES SERVICE COMPANY LLC SCBA FLOW TEST, ADJUSTMENT;FIT	4637	1	5,797.12 5,797.12	.00 0.00	5,797.12 5,797.12	02/25/2026		24144

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
989057	CHK	A	NAPA AUTO PARTS- JAX015 UTl Graphite Film Lube-Fire	284 46236	1	12.99 12.99	.00 0.00	12.99 12.99	02/25/2026		24144
989058	CHK	A	O'REILLY AUTOMOTIVE INC UTl Starter Fluid-Fire	1352 1897-193796	1	6.99 6.99	.00 0.00	6.99 6.99	02/25/2026		24144
989059	CHK	A	PAUL D HARVEY DBA P & S HARVEY 2026 Ice Machine Cleaning-Ag	4388 964926	1	400.00 400.00	.00 0.00	400.00 400.00	02/25/2026		24144
989060	CHK	A	ROBERT'S OXYGEN COMPANY INC Oxygen 4x-EMS Oxygen Tank Rental 19x-EMS	4306 149952 G18468	2	455.22 176.12 279.10	.00 0.00 0.00	455.22 176.12 279.10	02/25/2026		24144
989061	CHK	A	SIXTH STREET VETERINARY HOSPIT Veterinary Services 2/5	878 201497	1	65.00 65.00	.00 0.00	65.00 65.00	02/25/2026		24144
989062	CHK	A	SOUTHEASTERN SERVICES INC Shoals Gate Attendants 2/8	387 128881	1	1,121.92 1,121.92	.00 0.00	1,121.92 1,121.92	02/25/2026		24144
989063	CHK	A	SOUTHERN DIESEL & AUTO UTIl WATER PUMP,BELT,COOL-Fire	746 4508	1	861.90 861.90	.00 0.00	861.90 861.90	02/25/2026		24144
989064	CHK	A	SPORT SHAK ST90 Shirts/Back Printing-EMS Magnetic Badge-CD	390 JAN15.26EMS JAN21.26CD	2	118.00 110.00 8.00	.00 0.00 0.00	118.00 110.00 8.00	02/25/2026		24144
989065	CHK	A	STACIE D. HARVEY, CLERK OF COU RES26-1 State of Emergency	279 202600685	1	35.50 35.50	.00 0.00	35.50 35.50	02/25/2026		24144
989066	CHK	A	STAPLES ADVANTAGE Hanging File Frame 2pk-Adm Paper Cups 500ct-Adm Pap Twls/Mltfld/Hand Soap-Adm Pap Twl/Mltfld/Whiteout/Cop-CD Toner Magenta/Yello/Cyan-StAid Toner Black-StAid Disinfectant 2x-CD Coffee 24ct/Coffee Pot-Jdg Disinfectant 2x-Adm Disinfectant/Tissue/Mltfld-PD	2164 6055362440 6055362441 6055362443 6055514830 6055514831 6055514833 6055587298 6055587299 6055587309 6055587311	10	1,089.22 22.29 44.93 108.48 186.52 416.58 106.20 11.18 119.31 11.18 62.55	.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,089.22 22.29 44.93 108.48 186.52 416.58 106.20 11.18 119.31 11.18 62.55	02/25/2026		24144
989067	CHK	A	TARBOX CONSULTING AND DESIGN I Church of God/Otter Run/Sad-CD Enterprise Infrastructure 1.26	484 1748 1751	2	10,266.40 366.40 9,900.00	.00 0.00 0.00	10,266.40 366.40 9,900.00	02/25/2026		24144
989068	CHK	A	VFIS EVDT Part Manual 20x-EMS	423 70550	1	144.00 144.00	.00 0.00	144.00 144.00	02/25/2026		24144





**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Sara Little **Department:** Administration

1. Nature and purpose of this agenda item:  
Central County Fire Station 2nd Floor Completion Funding Agreement- This agreement with the State of Florida is in regard to the project already underway at the Central County Fire Station. In review of the file, the State recognized that a Fundind Agreement was not signed. There are no changes to the project or funding, just establishing the agreement for the project. (\$450,000 with \$50,000 local match= \$500,000 total)

2. Recommended Motion/Action:  
Approve the funding agreement as submitted.  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No, consent agenda item.

4. Deadline for Completion: At Completion of all deliverables

5. Fiscal Impact Questions:  
Is this item included in the current budget? Yes  
\_\_\_\_\_  
If item is grant related, is there a County match requirement? \$50,000  
\_\_\_\_\_  
Explain the procurement process for this request (attach necessary documentation): State Appropriation  
\_\_\_\_\_

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the **Department of Financial Services** (Department), an agency of the State of Florida (State), and **Baker County Board of County Commissioners** (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

**NOW, THEREFORE**, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements.**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies.**

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Term.**

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

**4. Payment and Funding Considerations.**

**4.1. Funding.** This Agreement shall not exceed the amount of funds stated in the SOW, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State’s and the Department’s performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

**4.2. Payment Process.** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.

**4.3. Grantee Rights.** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing

problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- 4.4. Taxes.** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the 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. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance.** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 31., below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 4.6. Final Invoice.** The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 4.7. Expenditures.** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](#). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

## **5. Governing Laws of the State.**

- 5.1. Governing Law.** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 23., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 5.2. Ethics.** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise

of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department’s Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee’s integrity or responsibility. Such information may include, but will not be limited to, the Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

**5.3. Advertising.** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee’s name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**5.4. Sponsorship.** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Grantee’s name) and the State of Florida, Department of Financial Services.” If the sponsorship reference is in written material, the words “State of Florida, Department of Financial Services” must appear in the same size letters or type as the name of the Grantee.

## **6. Mandatory Disclosure Requirements.**

**6.1. Conflict of Interest.** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

**6.2. Convicted Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: “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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

**6.3. Discriminatory Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the

discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “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.”

- 6.4. Antitrust Violator Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “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 for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 6.5. Department Inspection of Records.** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 6.6. Foreign Gifts and Contracts.** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

## **7. Funding Requirements of Section 215.971(1), F.S.**

- 7.1.** The Grantee shall perform all tasks contained in the SOW.
- 7.2.** Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 7.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 7.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 7.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

7.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

## **8. Return or Recoupment of Funds.**

8.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

8.2. Notwithstanding the damages limitations of Section 25., if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

## **9. Audits and Records.**

9.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

9.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

9.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

9.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171,

F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract" within Addendum A refer to this "Agreement."

## **10. Assignments, Subgrants, and Contracts.**

- 10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 10.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

**10.4.** The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).

**11. MyFloridaMarketPlace.** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

**12. Non-Discrimination.** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

**13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.**

**13.1.** The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

**13.2.** This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

**13.3.** Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Contract Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

**13.4.** The Grantee shall promptly notify the Department's Contract Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Contract

Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

#### **14. Nonexpendable Property.**

- 14.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 14.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation schedule in use by the Grantee), whichever is shorter, and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 14.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 14.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 14.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 14.6.** A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).
- 14.7.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 14.8., below.

**14.8.** The Grantee shall provide advance written notification to the Department if, during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation schedule in use by the Grantee), whichever is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**15. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property.** If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

**16. Insurance.**

**16.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

**16.2.** 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 will be the sole responsibility of the Grantee.

**17. Intellectual Property Rights.** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

**18. Independent Contractor Status.** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

**18.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

**18.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

**18.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

**18.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

**18.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

**18.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**19. Electronic Funds Transfer.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**20. Entire Agreement.** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

- i. Attachment 1, Statement of Work;
- ii. This Grant Agreement document;
- iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- iv. Addendum A, Public Records Requirements;
- v. Attachment 3, Index of Applicable Laws and Regulations;
- vi. Any Appendices;
- vii. Any other Attachments.

**21. Time is of the Essence.** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

## **22. Termination.**

**22.1. Termination Due to the Lack of Funds.** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department

agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.”

**22.2. Termination for Cause.** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

**22.3. Termination for Convenience.** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State’s interest to do so. The Grantee shall cease performance upon receipt of the Department’s notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**22.4. Grantee’s Responsibilities upon Termination.** If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

**23. Dispute Resolution.** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the 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 costs and attorneys’ fees incurred in connection with disputes arising under the terms of the Agreement.

**24. No Waiver of Consequences for Failure to Comply.** The Department’s decision to waive any consequences in one instance does not relinquish the Department’s right and ability to impose any consequences in future instances. The Department’s failure to enforce, or the Department’s waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

**25. Limitation of Liability.** Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records

(unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

## **26. Indemnification.**

**26.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

**26.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

**26.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

**27. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under

this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department’s notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

**28. Severability.** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

**29. Survival.** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

**30. Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**31. Contact Information for Grantee and Department Contacts.**

<b>Grantee’s Payee:</b>	<b>Grantee’s Contract Manager:</b>
Baker County Board of County Commissioners	Sara Little
55 North Third Street	55 North Third Street
Macclenny, Florida 32063	Macclenny, Florida 32063
(904) 259-3121	(904) 259-5123
Cheryl.Rewis@BakerCountyFL.org	Sara.Little@BakerCountyFL.org

**Department’s Contract Manager:**

Lauren Tingle
200 East Gaines Street
Tallahassee, Florida 32399
(850) 413-3641
Lauren.Tingle@MyFloridaCFO.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**32. Notices.**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**      **DEPARTMENT OF FINANCIAL SERVICES**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

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

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

**ATTACHMENT 1**  
**Statement of Work (FCO-1D)**

- 1. Project Description.** The Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee. Line 2496A of the General Appropriations Act for the 2024-2025 State fiscal year provides for the appropriation of \$450,000.00 to the Grantee for the renovation of Fire Station #50, hereinafter referred to as the Project, to serve the needs of the local community.

Funding under this Agreement will be used for the Project located at 9500 County Road 125 in Glen St. Mary, Florida. The Project must comply with the requirements of the contract(s) the Grantee enters into with its contractor(s), which is attached hereto and incorporated by reference herein. The total Project costs are estimated at \$450,000.00.

- 2. Performance Period.** The Performance Period of this Agreement begins on July 1, 2024, and ends after completion of all deliverables, upon depletion of funding, or upon termination of funding, whichever occurs first, unless terminated earlier in accordance with the terms of this Agreement.

- 3. Grantee Responsibilities.** In addition to completing the deliverable(s) identified in Section 5., Deliverables, the Grantee must:

- a. Complete all pre-construction elements for the Project, which include, but are not limited to engineering and design development and construction site preparation, as applicable.
- b. Submit to the Department, prior to beginning the Project, copies of:
  - i. all ownership documents;
  - ii. all contracts and subcontracts in furtherance of this Agreement; and
  - iii. written evidence that all Project services were competitively procured to the extent required by law.
- c. Complete the Project in accordance with:
  - i. the design and construction plans for the Project;
  - ii. the requirements set forth in this Agreement; and
  - iii. any applicable local, State (including, but not limited to, chapter 255, F.S.), and federal laws and regulations.
- d. Provide the Department with any amendments made to the contracts and subcontracts issued in furtherance of this Agreement. Note: It will be in the Department's sole discretion to determine whether such amendments require a written amendment to this Agreement.
- e. Display signage at the project site that specifies the project intent, fund source, and estimated date of completion. Sign must be in place prior to reimbursement or advancement of funds for construction costs, be visible from a public roadway, and remain at project site until project is completed. The following verbiage must be included on all project signage:
  - i. Project Intent: State the intended outcome of the Project as described by the Florida Legislature and/or in official Project documents.
  - ii. Fund Source: Must state verbatim, *"Funding for this project appropriated by the Florida Legislature and facilitated by the Department of Financial Services, Division of State Fire Marshal."*
  - iii. Estimated Date of Completion: Indicate the estimated completion date as specified in official Project documents.

Any requests to modify or rearrange the above language should be submitted to the Department's Contract Manager for Department approval.

- f. Complete and submit the Status Update Request Form, incorporated by reference as Attachment 4, according to the submittal schedule below, evidencing project status updates. The submittal schedule is as follows:
  - Quarter 1 (January to March) due by April 15th.
  - Quarter 2 (April to June) due by July 15th.
  - Quarter 3 (July to September) due by October 15th.
  - Quarter 4 (October to December) due by January 15th of the following year.
- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> until December 25, 2025. On and after January 1, 2026, and for the entire duration of the Performance Period listed in the Agreement submit monthly fire incident data to the National Emergency Response Information System via <https://neris.fsri.org/> Proof of submittance of fire incident data is required to be provided to the Department within fifteen (15) days from the Department’s demand.
- h. Upon execution of this Agreement, provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

**4. Department’s Responsibilities.** The Department shall monitor the Grantee’s progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed the appropriation amount specified in Section 1., Project Description. The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

**5. Deliverables.** The Grantee shall complete the following deliverable:

<b>Table 1 Deliverables</b>		
<b>Deliverable No. 1 – Design-Build Tasks.</b>		
<b>Tasks</b>	<b>Documentation</b>	<b>Financial Consequences</b>
Complete all work in accordance with the contract between the Grantee and the contractor performing the work, which is attached as Appendix 1.	1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> <li>a. Any documents demonstrating satisfactory performance in completion of the tasks listed in the contract which is attached as Appendix 1;</li> <li>b. Proof of release of any liens that are associated with the work for which payment is requested; documentation to support</li> </ul>	1) Failure to complete this deliverable as specified within this SOW will result in non-payment of the invoiced amount.  2) Failure to pass each required construction phase inspection, as applicable, will result in non-payment of the associated invoiced task(s) until passage of the construction phase inspection. The Department will not reimburse the Grantee the amount of fees

	<p>performance by and payments made by contractor to subcontractors and suppliers for satisfaction of contractor's obligations under its contract with the Grantee; and</p> <p>c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's contractor.</p>	<p>assessed for any re-inspection.</p>
<b>TOTAL GRANT AMOUNT NOT TO EXCEED \$450,000.00</b>		

**6. Reconciliation Report.** Pursuant to section 215.971, F.S., the Department's Contract Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Contract Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

**7. Invoice Submittal and Payment Schedule.** This is a cost reimbursement agreement. The State's and the Department's performance and obligation to pay under this Agreement after the State fiscal year referenced above is contingent upon the fixed capital outlay funding remaining available for use by the Grantee for the purpose specified herein. The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section 4., Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department. To request reimbursement, the Grantee shall:

- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
  - i. Are specifically for the project represented to the State in the budget appropriation;
  - ii. Have been paid;
  - iii. Were incurred within the Performance Period as specified in Section 2., Performance Period, above; and
  - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
- b. Provide all documentation (specified in Section 5., Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

**8. Advance Payments.** If authorized by section 216.011(1)(t) or (u) and section 216.181(16), F.S., the Grantee can submit a request to be approved for advancement by the Department. To request advance payment, the Grantee must:

- a. Submit a detailed, signed letter on official letterhead to the Department's Contract Manager explaining the reason for the advance and specifying the exact dollar amount requested.

- b. Provide all supporting documents demonstrating the need and scope of the request to the Department's Contract Manager. The Contract Manager may require additional documentation before approving the advance, and the Grantee must comply with any such requests.

**9. Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to complete the required duties outlined in the SOW shall result in the rejection of the invoice and as stated above in Section 5., Deliverables. If re-inspection is invoiced, the Department will reduce the invoice by that amount. If the Grantee received advance payment and failed to timely and satisfactorily perform, any funds the Grantee received must be returned to the Department upon the Department's written notification. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

**10. Disposition of Property.** Upon satisfactory completion of the requirements of this Agreement, the Grantee is authorized to retain ownership of the real property improved under this Agreement. However, for five (5) years thereafter the Grantee must provide written notice to the Department of any circumstance that:

- a. will impact or has impacted, in any way, the Grantee's ownership of such property; or
- b. will modify or has modified the use of such property from the purposes authorized herein.

Such notice must be provided within ten (10) business days of learning of the event that will result or has resulted in either circumstance. If either of these circumstances arise, the Department will have the right, within its sole discretion, to demand that the Grantee reimburse the Department for part, or all the funding provided to the Grantee under this Agreement.

**11. Failure to Complete Project Timely.** Upon completion of the project, the Grantee shall submit to the Department a copy of the Certificate of Occupancy and photos of the completed project. If the Grantee fails to complete the project within five (5) years after the total maximum amount for Deliverable No. 1 has been paid, the Department will have the right, in its sole discretion, to demand that the Grantee reimburse the Department for part, or all the funding provided to the Grantee under this Agreement.

## **Appendix 1**

Grantee's Contract with its Contractor for Design-Build Tasks

**BAKER COUNTY CONSTRUCTION CONTRACT  
AGREEMENT FORM**

Board Award Date: May 6, 2025

**AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Baker County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "OWNER" or the "COUNTY" and Plumb Level Construction Co. LLC, a Florida corporation, 232 NW Chadley Ln, Lake City, Florida 32055 and whose Federal tax identification number is, 58-2137616 hereinafter referred to as "CONTRACTOR."

In consideration of the mutual covenants herein set forth, agree as follows:

**ARTICLE 1. WORK**

The CONTRACTOR shall perform all the Work required by the Contract Documents:

Scope of Work:

Fire Rescue Station 50 is a two-story, previously constructed metal building with an unfinished second floor. The primary building infrastructure consisting of metal girders, intact roof, concrete floors, minimal insulation, minimal electrical lighting, and windows are currently in place. A set of secondary stairs is in place as the alternative egress. The sprinkler system riser is in place at the level of the second-story floor, as well as the plumbing stub-outs for a future restroom facility.

PROJECT NAME: ITB 2024-15, "Design – Build" Completion of Station 50 Second Floor

LOCATION: Baker County, Florida

**ARTICLE 2. AMOUNT OF CONTRACT**

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: \$376,445.00.

2.2 All funds for payment by the County under this Agreement are subject to the availability

of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the CONTRACTOR on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the County Manager, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete Work, unsettled claims or unused units as provided in the Contract Documents.

### ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Baker County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Information, Plans and Specifications and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1 Baker County Invitation to Bid/Project Manual Titled: ITB 2024-15, “Design – Build” Completion of Station 50 Second Floor

DATED: April 10, 2025

4.1.1 Contractors Bid Proposal Dated April 10, 2024 ATTACHED AS EXHIBIT “A”

4.2 Project Drawings consisting of the following sheets listed by title and date:

4.2.1 [LIST TITLE AND DATE OF ANY DRAWINGS/PLANS]

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

## ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Substantial completion shall be achieved not later than the number of days specified in the Special Conditions.

5.3 Final completion shall be achieved not later than the number of days specified in the Special Conditions.

### Liquidated Damages:

5.4 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$ 100 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The

CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

## ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Baker and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

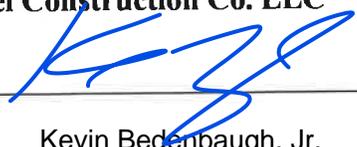
[The remainder of this page intentionally left blank.]

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Baker County Administration Office, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

WITNESS:

**Plumb Level Construction Co. LLC**

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

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

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

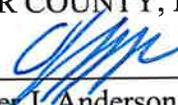
Print Name: Kevin Bedenbaugh, Jr.

Title: Mang. Member

Date: 5/28/2025

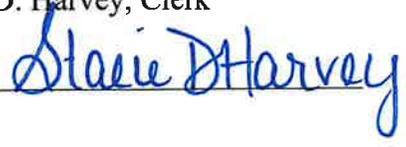
**BAKER COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF BAKER COUNTY, FLORIDA

BY:  \_\_\_\_\_  
Oliver J. Anderson, CHAIRMAN

DATE: May 20, 2025

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Stacie D. Harvey, Clerk

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

**Exhibit A**  
**Fees For Services**

ORIGINAL

Station 50 Second Floor  
Maccleenny, Florida

Bid No. 2024-15

**BID NO.: 2024-15**  
**OFFICIAL COUNTY BID FORM**  
**BAKER COUNTY, FLORIDA**  
**LUMP SUM BID PROPOSAL**

**PROJECT:** Baker County Bus Wash

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

**DATE SUBMITTED:** 4-10-2025

**BID PROPOSAL OF**

Plumb Level Construction Co. LLC 289 SW Bedenbaugh Lane, Lake City, FL 32025 386-365-5264

Company Name	Address	Telephone No.
--------------	---------	---------------

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, in Baker County, Florida, prepared by Baker County Administration, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bid and alternates quoted in this Bid Proposal summarized as follows:

**BASE BID:**

FOR: Completion of Station 50 Second Floor, as design build.

\$ 376,445.00

Total Lump Sum Price (Numerical)

Three Hundred Seventy-Six Thousand Four Hundred Forty-Five /100 Dollars  
(Amount written or typed in words)

Estimated Completion Date: Dec, 2025

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder's correct bid.

Time of Substantial Completion to be two-hundred seventy (270) consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Bid No.: 2022-19

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 3/31/2025

No.: 2 Date Received: 3/31/2025

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Baker County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.
  - (a) Promptly upon receipt of an Invoice submitted under this paragraph, the County shall date stamp the same as received. Thereafter, the County shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within ten (10) days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.
  - (b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.
  - (c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within thirty (30) calendar days following the Submittal Date, then the County shall schedule a meeting with the Manager and the Contractor's representative, to be held no later forty-five (45) calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than seven (7) calendar days prior thereto. At the meeting, the Parties shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within sixty (60) calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.
2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.
3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for

professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor.

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor.

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior, written approval of the County Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and, (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

(a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 259-3613, Sara Little [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) 55 NORTH 3<sup>RD</sup> STREET, MACCLENY, FLORIDA 32063.**

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

(a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,

(iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:

(i) is found to have submitted a false Certification;

(ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;

- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

County:

Baker County, Florida,  
by its Board of County Commissioners

  
\_\_\_\_\_

Oliver J. Anderson, Chairman

Contractor: Plumb Level Construction Co. LLC

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

Printed Name: Kevin Bedenbaugh, Jr.

ATTEST:

  
\_\_\_\_\_

Sara Little, County Manager

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Plumb Level Construction Co, LLC  
289 SW Bedenbaugh Lane  
Lake City, FL 32025

### SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Baker County Board of County Commissioners  
55 N 3rd Street  
Macclenny, FL 32063

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Bid No. 2024-15 - Station 50 Second Floor - Interior Build Out - Macclenny, Florida

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of April, 2025

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Tracey E. Brown-Boone

Plumb Level Construction Co, LLC  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

The Ohio Casualty Insurance Company,  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Kevin Wojtowicz Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212251-964008

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brett Rosenhaus, Kevin R. Wojtowicz, Laura D Mosholder, Robert H Bond, Tracey Boone-Brown

all of the city of Saint Petersburg state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of August, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIV - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of April, 2025



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LAKE CITY, FL 32025  
(386) 365-5264  
KEVIN@PLUMBLEVELC.COM

## CHANGE ORDER #1

Date: September 4, 2025

**To:**

Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063

**PROJECT ADDRESS:**

Fire Station 50  
Glen St. Mary, FL

- |  |                     |
|--|---------------------|
| 1. ADA Wheelchair lift:  | \$ <u>30,126.00</u> |
| 2. Additional Bathroom:<br>Including adding shower in Bathroom 1 | \$ <u>10,565.00</u> |
| 3. Water fountain with bottle filler:                            | \$ <u>3,145.00</u>  |
| 4. Gas instant HWH with Gas piping:                              | \$ <u>7,645.00</u>  |
| 5. Extra Cabinets EMS in training room:                          | \$ <u>18,200.00</u> |
| 6. Install 15 storage lockers:                                   | \$ <u>12,500.00</u> |
| 7. Add 4'x6' Fire and Tempered window:                           | \$ <u>12,259.00</u> |
| 8. Alarm speaker system:   | \$ <u>1,500.00</u>  |
| 9. 30 Amp dedicated circuit for Ambulance:                       | \$ <u>1,026.00</u>  |
| 10. Additional Closets in Fire training room:                    | \$ <u>9,875.00</u>  |
| 11. Sidewalk repair to adjust for lift:                          | \$ <u>950.00</u>    |



LAKE CITY, FL 32025  
(386) 365-5264  
KEVIN@PLUMBLEVELC.COM

12. Additional Bond increase	\$ <u>3,233.73</u>
13. 7.5% contractor fee	\$ <u>8,326.85</u>
Total Change Order Amount:	\$ <u>119,351.58</u>

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work.

---

	9/4/25
Contractor	Date



289 SW BEDENBAUGH LANE  
LAKE CITY, FL 32025  
(386) 365-5264  
KEVIN@PLUMBLEVELC.COM

## CHANGE ORDER #2

Date: January 14, 2026

To:

Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063

**PROJECT ADDRESS:**

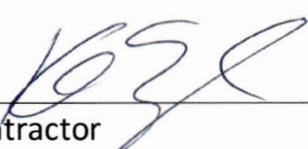
Fire Station 50  
Glen St. Mary, FL

- 1. Water fountain with bottle filler: \$ 3,145.00  
**(Required to meet building code)**
- 2. Extra Cabinets EMS in training room: \$ 18,200.00
- 3. Install 15 storage lockers: \$ 12,500.00
- 4. Alarm speaker system: \$ 1,500.00

Total Change Order Amount: \$ 35,345.00

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work.

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**1/14/26**

---

Contractor Date



**ATTACHMENT 2**

**Audit Requirements for Awards of  
State and Federal Financial Assistance**

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

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

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

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): Lauren.Tingle@myfloridacfo.com

or

Paper (hard copy):  
Lauren Tingle  
Department of Financial Services  
Division of State Fire Marshal  
200 East Gaines Street  
Tallahassee, Florida 32399-0340

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

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

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

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

**Part V: Record Retention**

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

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

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

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Local Government Fire Service Grants

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

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,  
43.009

Amount: \$450,000.00

2. State Project B:

*N/A*

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

The compliance requirements are as stated in Grant Agreement FM1240 between the Grantee and the Department, entered in State Fiscal Year 2024-2025.

**ATTACHMENT 3**  
**Index of Applicable Laws and Regulations**

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.055, F.S. (design-build professional, as applicable)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



FCO Grant Quarterly Status Report

Instructions: This form is to be completed by the grantee no less than once per quarter after the execution of the agreement and is to be done until all funds are dispersed. If you are also requesting reimbursement, please complete the reimbursement request form and attach the required documentation.

<b>Grantee:</b>		<b>Reporting Period:</b>		<b>Contract Number:</b>	
<b>Project Description:</b>					
<b>Attachments (Check):</b>		Notice to Proceed	<input type="checkbox"/>	Photos	<input type="checkbox"/>
Reimbursement Request	<input type="checkbox"/>	Cert. of Occupancy	<input type="checkbox"/>	Inspection Reports	<input type="checkbox"/>
Other:					
<b>1. Current Project Phase – Mark active phases and, if applicable, list percentage complete</b>					
Land Purchased	<input type="checkbox"/>	Design	<input type="checkbox"/>	Site Prep	<input type="checkbox"/>
Construction	<input type="checkbox"/>	Inspection	<input type="checkbox"/>	Project Complete	<input type="checkbox"/>
<b>2. Work Completed This Period:</b>					
<b>3. Work Anticipated Next Period:</b>					
<b>4. Problem Areas/Other Comments (Plan Revisions, Delays, Difficulties, etc):</b>					
<b>Grantee</b>	<b>Grantee Representative</b>				
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.				
	<b>Date</b>	<b>Printed Name/Title</b>	<b>Signature</b>		
<b>Department</b>	<b>Comments/Notes</b>				
	<b>Review Date</b>	<b>Site Visit</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>	<b>Contract Manager Signature</b>

FOR REFERENCE ONLY  
DO NOT USE



DIVISION OF  
**STATE FIRE MARSHAL**  
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



**Fixed Capital Outlay Grant Agreement**  
**Attachment 5 - Reimbursement Request Letter**

I, \_\_\_\_\_, on behalf of  
 (Print name of Grantee's Grant Manager)

\_\_\_\_\_, do hereby certify for  
 (Print name of Grantee)

Contract No. \_\_\_\_\_ and Reimbursement Request No. \_\_\_\_\_ that:

- 1) The costs being claimed on this request are specifically for the project represented to the State in the budget appropriation
- 2) The costs being claimed on this request are for one or more of the fixed capital outlay components listed in the deliverable in Section 4, Deliverable, of the Scope of Work
- 3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project
- 4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period
- 5) A duplicate invoice for the same services, supplies, materials and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project

Signature of Grantee's Grant Manager

Print Name



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



**Reimbursement Detail**

<b>Request #</b>	<b>Grantee:</b>	
<b>Submit Date:</b>	<b>Grantee Address:</b>	
<b>Contract #</b>	<b>Grantee Contact:</b>	
<b>Deliverable:</b>		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
			Total Previous Payments	\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

Grantee Certification: Sign here and complete the Grantee's Certification of Reimbursement Request on Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature  
& Date:**

**SFM Use**

Contract Manager  
Receipt:

Component Checklist:	Vendor Invoice(s) <input type="checkbox"/>	Payment <input type="checkbox"/>	Tasks Performed <input type="checkbox"/>	Funds Reconciled <input type="checkbox"/>
----------------------	--	----------------------------------	--	---

**ADDENDUM A**  
**Public Records Requirements**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor 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 the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

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

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the 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. 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 the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the 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 the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the 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.
- e. **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 PUBLIC RECORDS AT:**

**Telephone:** (850) 413-3149  
**Email:** [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)  
**Mailing Address:** The Department of Financial Services  
Office of Open Government  
PL-11, The Capitol  
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.



# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM REQUEST FORM

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** 2/25/2026 **Meeting Date:** 3/3/2026

**Name of Submitter:** Lydia Mangano **Department:** SHIP

1. Nature and purpose of this agenda item:  
Contractor Handbook - Updates  
\_\_\_\_\_  
\_\_\_\_\_

2. Recommended Motion/Action:  
Approve/Adopt  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No. Documentation is included in agenda packet

4. Deadline for Completion: 3/3/2026

<p>5. Fiscal Impact Questions:</p> <p>Is this item included in the current budget? <u>N/A</u></p> <p>_____</p> <p>If item is grant related, is there a County match requirement? <u>N/A</u></p> <p>_____</p> <p>Explain the procurement process for this request (attach necessary documentation): <u>N/A</u></p> <p>_____</p>
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# **S.H.I.P.**

## **Housing Rehabilitation Programs**

### **Contractor's Handbook**

Baker County SHIP Program Office  
Community Development Department  
360 E. Shuey Ave.  
Macclenny, FL 32063  
904-259-3613 opt 2  
[SHIP@bakercountyfl.org](mailto:SHIP@bakercountyfl.org)

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## Chapter 1. Introduction

Baker County is a recipient of State Housing Initiatives Partnership (SHIP) funds. Baker County appropriates Federal, State and local funds for a variety of programs to provide safe, decent, and affordable housing, a suitable living environment and expand economic opportunities for primarily persons of extremely low-, very low-, low-, and moderate income property owners throughout the County limits. As a recipient of SHIP funds the County has developed a Local Housing Assistance Plan that may be viewed at: [https://www.floridahousing.org/docs/default-source/programs/special-programs/lhap/county-lhaps/baker-20-23.pdf?sfvrsn=bf62387b\\_10](https://www.floridahousing.org/docs/default-source/programs/special-programs/lhap/county-lhaps/baker-20-23.pdf?sfvrsn=bf62387b_10) as well as on the County Website [www.bakercountyfl.org](http://www.bakercountyfl.org). This plan outlines the programs and activities that will be undertaken by the County with SHIP funds. Through an interlocal agreement, the County also serves as the SHIP administrator for the City of Macclenny and Town of Glen St. Mary.

The primary activities that will be carried out with SHIP funds are emergency repairs, rehabilitation or demolition/new construction/replacement of single family residential dwellings. Assistance is provided by the Baker County Community Development Department SHIP Program, which maintains an “active contractor list” of licensed and insured contractors to assist in accomplishing the activities funded under these programs.

If you would like to be placed on this list, a contractor must be qualified. Qualification happens by filling out a contractor’s application, attaching certifications, references and other related documents including proof of required insurances. A contractor’s application and checklist are provided in chapter 7 of this handbook.

Once you are placed on this courtesy list you will be advised (by invitation to bid) of all projects that are being bid by the Baker County SHIP Program office and will be given the opportunity to bid on these projects. Contractors that have been barred or suspended from working on federally funded programs or currently suspended or barred by the local SHIP Program specifically are not eligible to participate. Contractors will also be expected to comply with all applicable Town, City, County, State and Federal laws as they may apply to the project.

The narratives on the following pages explain the process for the Residential Rehabilitation/Construction Programs. If there are any other programs that are funded during the year, having your name on the active contractor list will give you personal notification to bid on these as well.

All Contractors and Subcontractors bidding upon work available through the Baker County SHIP Program office must familiarize themselves with the policies (including county purchasing policy), materials, standards, and methods of construction contained herein. All work write ups will refer to and incorporate these standards and all Contractors are expected to conform to the policies and guidelines contained herein.

Any questions concerning this handbook should be addressed to Lydia Mangano, S.H.I.P. Administrator at 904-259-3613 option 2 or SHIP@bakercountyfl.org. Thank you for your interest and participation in these homeowner programs. Through your efforts and support many residents will now have safe and decent housing.

## Chapter 2. Application

All contractors wishing to be included on the active contractor list are required to complete an application. The application must be completed in full and must include all required documents on the checklist. All incomplete applications will be returned to the contractor.

Upon receipt of the application and required documents, the department will review the contractor's references and evaluate past performance. Visits to completed or current projects may be undertaken at the department's discretion. Based on department review, additional information may be required. After review is complete, contractors will be notified in writing regarding approval/disapproval for participation in the department's housing programs.

Eligible contractors will be notified by mail or e-mail of bid opportunities. Contractors must familiarize themselves with and conform to the requirements contained in this handbook, the bid, standards, specifications and all applicable contract documents. Contractors will also be expected to comply with all applicable City, County, State, and Federal Laws.

## Chapter 3. Bid Process

### A. Invitation to Bid

An email will be sent to eligible contractors on the active list will be sent an invitation via e-mail for any upcoming projects. The bid documents will include the property location, date and time of the scheduled, mandatory pre-bid walk-through, bid response date, bid opening date and possibly the scope of work. The contractor must attend and sign-in at the pre-bid walk-through to be eligible to bid.

Contractor participation is mandatory in order to be eligible to bid and remain on the contractors active list. After three (3) non-responsive bids, firms will be removed from the active contractor list for one (1) year. A written response noted as "no bid" submitted by the bid opening date will be considered a response. Failure to submit a no-bid response will be counted against the contractor as a non-responsive bid.

### B. Mandatory Walk-Through

The purpose of the mandatory walk-through is to discuss specific details and methods with the homeowner(s) and SHIP Administrator relating to the project scope of work provided in the bid package. Changes, additions, deletions, and refinement of work details or the scope may be made during this walk-through. This is the first opportunity for the contractor to meet the homeowner(s) and view the property.

The mandatory walk-through will be held at the property to be rehabilitated. The walk-through will be coordinated and led by the SHIP Administrator who performed the initial inspection in coordination with the Building Official and who prepared the work write-up.

The Walk-through will start promptly at the time specified. Any contractors who arrive late will not be eligible to bid. Contractors may not begin to inspect the home or construction site before the SHIP Administrator arrives and the walk-through officially starts.

Any changes to the bid sheet will be reviewed at the end of the walk-through to ensure that contractors have noted all changes discussed during the walk-through for bid consistency.

Changes, additions, deletions, and refinement to scope of work details may be made during this walk-through based on recommendations made by contractor, subcontractor, owners, SHIP Administrator or Building Official. If multiple changes are required or if questions must be answered by a source not present, then revised work write-ups or question responses will be issued in an Addendum stating what the change or the answer is with revised write-up attached if required.

Once the work is awarded, there will not be any changes made to the write-up unless required by the Building Department. Failure to bid according to the final bid specifications may be just cause for disqualification of the contractor's bid.

C. *Bid Proposal*

The contractor shall provide a cost based on all items in the scope of work outlined in the bid sheet. Contractors cannot deviate from the work specified on the work write-up. Specifications will be provided for all work on bid sheet (work write-up), in detail, all specifications of materials to be used and the scope of work to be performed. Specifications are required, but not limited to: plumbing, electrical, HVAC, roofing materials, windows, doors, hardware, flooring, painting, insulation, cabinets, countertops, appliances, mirrors, etc. This will ensure that contractors are bidding based on the use of similar or like materials and scope of work. It also eliminates any misconceptions between the homeowner and the contractor as to what they will/will-not expect from the contract.

Any items not noted in the specifications that are found during the site investigation by the contractor should be brought to the immediate attention of the SHIP Administrator during the walk-through.

The contractor agrees that he/she has prepared the contract bid and that the contents are consistent and accurate as to the name of the contractor, scope of work, and the price of the contract. The contractor acknowledges the performance requirements established in the work write-up, and or contract, and warrants that all work undertaken will conform to said specification.

All prices on the bid must be written in ink. Signatures must be in ink. Any mistakes must be initialed prior to submitting the bid. It is the contractor's responsibility to inquire about permit fees, material costs, and other expenses that may increase the cost of work. Once a bid is submitted, the contractor is bound to the maximum price that is stated in the proposal, unless it is adjusted by an approved change order.

Any and all obvious omissions and/or discrepancies in the project bid items must be brought to attention during the walk-thru. Failure to inform or bring to the attention of the SHIP Administrator or Building Official at the time of bidding, any such items as appear obvious, shall be assumed as indicating your willingness to accept the original intent and meaning as may be interpreted by the SHIP Program office within the reason of standard practice, or requirements to obtain a complete work, or any other such work, supply or installation, failing which would jeopardize the structure or leave an unfinished or incomplete work in part or in whole. No qualifications of bid items will be accepted and could be grounds for rejection.

Finally, the bid should also describe in detail any and all warranties associated with the project – what is the product, term of the warranty and description (ex: Stove/oven is covered under the Contractor's warranty for the 1st (first) year and manufacturers parts and labor warranty for 10

years). Please note that as a SHIP Project, the project is to be covered the 1st year with a Contractor's warranty, this includes appliances and does not exclude any item on the project.

*D. Bid Submittal*

The contractor's bid must be submitted on the work write-up form provided. The contractor shall provide line item prices for each item specified on the work write-up and submit it in a sealed envelope with the owner's name, address, case number and bid date on the outside of the envelope. Return your completed proposal before the bid opening date and time. Late proposals will not be accepted.

All prices on the bid must be written in ink. Signatures must be in ink. If you make a mistake on the bid, please initial the change prior to submitting your bid. It is your responsibility to remain informed regarding permit fees, material costs and other requirements that might increase the cost of your work. Once you submit your bid, you are bound to the price that is stated on your proposal.

For models or materials not specified, prices should match existing in quality and style. If a model is specified you will be expected to install that model or product number. You cannot deviate from the product specified without written authorization from the SHIP Administrator. All questions related to job specifications should be cleared prior to submission of bid by contacting the SHIP Administrator.

*E. Rehabilitation Contract Award*

The SHIP Administrator will review the bids to ensure that all mandatory work is included, conforms to program specifications, and the cost is reasonable for the project. Estimates that are unresponsive, unreasonable, inaccurate, contain incorrect totals, are unsigned, or submitted in pencil may be rejected at the option of the SHIP Administrator.

Contractors are not authorized to begin work until they receive a notice to proceed and file the Notice of Commencement (will be provided) with the Clerk's Office.

Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the Baker County SHIP Administrator and/or Building Official. Contractor who experience delays on three (3) successive projects will be removed from the bidder's list, unless the delays are caused by factors beyond the contractor's control. Such reasons must be submitted in writing to the SHIP Administrator and if appropriate, will be attached as backup to a change order providing for an extension.

If the Contractor employs subcontractors, the Contractor must hire subcontractors that are licensed and insured as required by law. Subcontractors hired shall be subject to the same requirements that apply to the Contractor awarded the work. The Contractor shall ensure that all applicable provisions are included in their contracts with the respective subcontractors. The Contractor shall not hire the property owner or any family member of the property owner to perform work on the property to be paid under this contract.

The following criteria will be used to determine the winning bid:

1. The submitted bid adheres to the Baker County Purchasing Policy
2. The bid is the lowest responsible bid
3. Bid amount does not exceed 10% above or 10% below the estimated bid price as

- determined by the SHIP Administrator and/or Building Official.
4. Contractors that are new to the program or have no track record with the program and ones that provide the lowest bid on several simultaneous projects may only be awarded one project at a time until satisfactorily completing three (3) projects. Additional projects may be awarded as noted in 5 below.
  5. Award of no more than three (3) simultaneous projects will be awarded based on demonstrated company capability on a case by case basis as noted in F 5 below.

**F. Rehabilitation, Demolition, New Construction Replacement Awards**

These projects are bid through the SHIP Program and awarded by the Board of County Commissioners based on staff recommendations. These projects will be awarded to those contractors who have demonstrated company capability to work on two (2) but no more than three (3) projects simultaneously (this includes new construction projects) and have demonstrated above average performance as described below:

- Projects completed on time
- Projects consistently pass inspections.
- Warranty service is promptly taken care of within three (3) business days for non-emergencies, within 24 hours for emergencies (any bathroom, toilet, septic issues will be considered emergencies in dwellings with only 1 bathroom).
- Positive SHIP Administrator and Homeowner evaluation reports.

**G. Emergency Contract**

This type of contract is awarded to complete work on a project previously awarded or an emergency repair to correct a life-threatening situation. In the event that a previously awarded contract is not completed by the original contractor, the project completion will be offered to the next successful bidder. When deemed an emergency to correct a life threatening situation, a contract may be awarded without going through the formal bidding process if the case is being handled through the SHIP Program, by the SHIP Administrator, Building Official and/or County Manager.

The following criteria will be used in selecting the Contractor:

- Remains in good standing
- Demonstrated ability to perform the work.
- Availability to respond quickly.
- Alphabetical rotation if more than one contractor meets the above criteria.
- Submission of a fixed price contract for work to be completed.
- Ability to complete the work within the specified timeframe.

## **Chapter 4. Payment and Contract Performance**

**A. Draw Schedule**

Payments will be based on the amount of work completed as described in the work write-up. The contractor will schedule an inspection with the Building Official (in progress, Florida Building Code, building permit required inspections), SHIP Administrator for final walk-thru with homeowner, 24 hours in advance, and will inform him of the items he/she wishes/needs to be inspected.

For each draw request, the work for which the Contractor is requesting payment must have passed all required inspections. Each draw will require a Release of Lien (including from any

sub-contractors) AND include a detailed invoice from both the Contractor and subcontractor for the work being paid. The Contractor must pay all suppliers and subcontractors for the work under the specific draw. The final draw will be held until the punch list has been completed. A draw schedule will be provided to the contractor at closing.

No payment shall be released until the City/County/Agency Inspector, the SHIP Administrator and the homeowner are satisfied with the work performed by the contractor and its subcontractors.

All projects will follow the same draw schedule, regardless of type. The criteria that will determine the number of payments for the draw schedule will be the bid/contract award amount.

The draw schedule will be as follows:

Projects \$ 0.00 - \$ 15,000.00 – 2 draws, 60%/40% split

Projects \$ 15,001.00 - \$ 40,000.00 – 3 draws, 35% - 35% - 30% split

Projects \$ 40,001.00 or more – 5 draws, 20% of total award/contract amount each draw

#### ***B. Contractor Payments***

Payments to the contractors will be made by Baker County on behalf of the homeowner in accordance with the draw schedule outlined in Chapter 4, Section A above. The contractor is required to complete and submit the Contractor Draw Request Form to the SHIP Administrator as outlined on the Payment Draw Schedule (this form will be signed at the closing of every project – **DO NOT CONTACT THE BAKER COUNTY FINANCE DEPARTMENT, ALL REQUESTS FOR PAYMENTS AND FUNDS DISBURSEMENT WILL BE MADE ACCORDING TO THE SCHEDULE PROVIDED**). The contractor will obtain the property owner's dated signature on the payment draw request form indicating that the homeowner understands and is satisfied with the portion of work for which payment is requested, before submitting it to the SHIP Administrator. Once all required Agency/Building Official inspections are made and the contractor's work is deemed satisfactory, the SHIP Administrator will authorize a release of lien for the draw request.

Interim lien waivers will be signed by the contractor before a draw is released. This will be required for every draw, without exception. All required county inspections must be made before a draw is released. This includes, but is not limited to an inspection by the SHIP Administrator and/or Building Official.

The final draw will be held until the following items have been completed:

1. The Contractor's work has passed all required inspections completed by the building department.
2. A final inspection has been completed by the SHIP Administrator.
3. The final punch list has been completed and signed by the homeowner, contractor and SHIP Administrator.
4. The construction site is broom clean and ready for occupancy.
5. A final inspection, certificate of occupancy, or certificate of completion has been issued by the Building Department.
6. A final release of lien has been signed by the contractor.
7. All warranty information has been provided to the homeowner and copies to the SHIP Administrator.
8. All final releases of lien have been received from subcontractors.

The property owner, County Building Official and/or SHIP Administrator must sign a certificate of completion stating they are satisfied with the work performed by the contractor and its subordinates.

*C. Payment Reduction*

The Baker County SHIP Administrator (in consult with the Building Department Director and/or County Manager) reserves the right to decline payment or reduce the amount of a draw to such an amount as is necessary to protect the homeowner from loss or to recover the cost incurred to correct or complete the specified work because of, but not limited to:

1. Defective work not corrected.
2. Incomplete work.
3. Third party claims filed or with reasonable evidence indicating probable filing of such claims.
4. Failure of the contractor to make proper payments to sub-contractors, laborers or material suppliers.
5. The amount of work completed is not enough to constitute a draw.
6. Default under the contract.
7. Required draw documents not submitted.

When the above conditions have been corrected or resolved, payments shall be made to the contractor.

*D. Change Orders*

The contractor agrees that no alteration of materials, substitutions, or labor described in the original work order shall take place unless in writing and mutually agreed upon by the homeowner, contractor and SHIP Administrator. All changes must be submitted on the Change Order form (these will be provided at each closing), signed and dated by the homeowner, contractor, and SHIP Administrator before any changes or deviations may take place. Any work performed by the contractor outside the scope of work not approved by a written change order will not be paid.

Change orders must conform to the standards and specifications of the program. If a building inspection is required, work authorized under the change order must be submitted for inspection, review, and approval by the Building Department/Building Official. Requests for extensions of time must be submitted in writing on an approved change order form justifying project delays and submitted prior to the existing contract deadline. Requests for extensions of time will be approved only for circumstances beyond the contractor's control that can be documented. Contractors will be assessed a penalty for each day they are delayed beyond the contractor deadline unless approved through a written change order. Any changes made will be bound by the executed contract, incorporated into the project and subject to all program requirements, policies and procedures.

*E. Suspensions and Disqualifications*

Contractors will be suspended or disqualified from participation in the programs for any of the following conditions:

1. Self-Imposed: A contractor may disqualify him/herself before contract signing for

- conflicting work contracts or personal hardship.
2. Lack of Participation: A contractor that does not participate or respond to an invitation to bid within a twelve (12) month cycle will be placed on inactive status, will no longer be sent bid information and must reapply.
  3. Insurance Violations: If at any time a contractor fails to have required insurance, he/she will be automatically suspended until proof of insurance is provided. The contractor must have insurance at all times. Any changes in coverage must be reported to the Baker County SHIP Administrator as well as Baker County Building Department in writing within five (5) working days of such said change, including renewals.
  4. Business License Violations: Any contractor who has a license suspended, revoked, rejected or inactivated will be automatically disqualified. All license renewals must be current and a copy provided to the Building Department.
  5. Failure to Honor Warranties: Any contractor who fails to honor a warranty from a previous contract will be barred from future bidding for one (1) year and must reimburse the County for the cost of any work performed by another to correct the warranty work. On demolition/new construction/replacement projects, this includes all appliances. Second offense will result in being indefinitely disqualified from participating as a contractor in the SHIP Program in any way (applies to those who hold multiple licenses), removed from the Active Contractor list and reported to the Florida Department of Business and Professional Regulation.
  6. Default: If a contractor defaults or does not complete an assigned project, he/she will be disqualified indefinitely from participating in any programs through Baker County.
  7. Willful Misconduct: Willful misconduct by contractor, employees, or subcontractors while engaged in a County work project will not be tolerated. The contractor may be disqualified from the program for allowing behavior such as, but is not limited to theft, lewd or lascivious acts, foul language, public intoxication, illegal drug use, willful destruction of owner's property or abusive behavior towards property owner or staff.
  8. Contractor Negligence: Contractors that do not adhere to building codes, construction industry standards, contract specifications, and material requirements will be dismissed. The contract will be awarded to another contractor.
  9. Payment Delinquency: Failure to pay sub-contractors or material suppliers automatically disqualifies the contractor from the program.
  10. Kickbacks/Price Fixing: Any evidence of kickbacks or price fixing by or between contractors, its employees, officers, owners, agents, partners, representatives or any other affiliates will automatically disqualify the contractor indefinitely.
  11. Brokering of work: No person or persons, shall broker any Conty construction contract to another licensed or unlicensed contractor. Anyone caught brokering work, or receiving a brokered contract will be immediately suspended and possibly be disqualified indefinitely from participating in any work program through the County.
  12. Delays: Contractors experiencing delays in completing work within the required deadline will not be awarded additional work until the delayed projects have been completed to the satisfaction of the department. Contractors who experience delays on three (3) successive projects will be removed from the Active Contractor list for one year, unless the delays were caused by factors beyond the contractor's control and the contractor obtained extensions of time as needed through change orders.

#### F. Lien Waivers

The Contractor shall protect, defend, and indemnify Baker County and the homeowner from all claims of unpaid work, labor and materials. The contractor must sign a release of lien prior

to receiving any payments. This will be required of the contractor at every draw request, no exceptions will be made. It is the contractor's responsibility to obtain a release of liens from its sub-contractors, material suppliers, and any other affiliates associated with said project.

G. Inspections

The Baker County SHIP Program office reserves the right to inspect all work performed by the contractor at any time. A scheduled inspection is required prior to receiving a draw. The contractor will schedule an inspection 24 hours in advance with the SHIP Administrator at 904-259-3613 option #2 and/or Building Official by calling the inspection line 904-259-4896. The contractor will be notified with the outcome of the inspection within 24 hours.

Work, which is required to be inspected must be left open until inspected. No framing, mechanical, or electrical work will be closed in until inspected by the Building Official or SHIP Administrator as needed.

## Chapter 5. Project Responsibilities

A. County Responsibility

The Baker County SHIP Program office is responsible for the day-to-day administration of the program and qualifies the applicant, conducts or arranges for pre-bid meetings, prepares bid packages, conducts or arranges for inspections during and after the work, awards bids, and makes payment on behalf of the homeowner.

B. Construction Agreement

The agreement for construction services is between the contractor and the property owner is executed at a scheduled closing held at a location specified by the department. The contractor will be provided with a Notice to Proceed at the closing. **Contractors are not authorized to begin work until they receive a Notice to Proceed.**

C. Contract Signee

Only the property owners, the license holder, or the financially responsible officer (FRO) of the contractor corporate officer duly authorized by resolution may sign contract documents.

D. Access to Property

All parties involved in the construction process shall have access to said property during normal business hours. In the event that the property owner continues to occupy the property during normal business hours, a time of operation will be established between the owner and the contractor as specified in the contract. The homeowner has the right to refuse entry to any person(s) at any time and will be allowed to advise SHIP Administrator of such immediately.

E. Utilities

When existing utilities are available, the property owner will provide use of water and electricity at no cost to the contractor, unless otherwise notes. It is the contractor's responsibility to locate and mark all utilities prior to the start of construction.

F. Equipment Storage

The contractor and sub-contractors will be solely responsible for the security of their equipment, tools and materials on the construction site. The property owner, Baker County, county employees, or affiliates will not be held liable for any losses or damages sustained during the

construction project. The contractor shall not store equipment and materials on said property that is not used for the work described in the contract. Materials and equipment will be stored in such a way to protect the occupant from injury or incidents.

G. Personal Property

Homeowners will be asked to remove valuables and personal property from the work area prior to the commencement of work. Personal property belonging to the property owner that remains on the construction site shall be protected and preserved throughout the duration of the project. The contractor shall hold harmless the property owner or Baker County for any damages created by the contractor or their affiliates during construction.

H. Property Damage

The contractor will be held liable for all property damage caused by his/her employees, equipment, tools, subcontractors, material suppliers, or any other affiliates authorized by the contractor or their affiliates to do business on the construction site. The contractor shall make every effort available to avoid damages to the owner's personal property at all times. Any damage sustained to the property, or its contents, must be reported immediately to the homeowner and Baker County SHIP Administrator.

I. Permits and Impact Fees

The contractor will secure, at his/her own expense, all necessary permits, impact fees, notice of commencement, etc., required to perform the work as described in the contract. No work shall commence without the required permits and contractor must ensure that his/her subcontractors do the same.

J. Warranties

The contractor agrees to warrant all labor and materials used during construction for the period of one (1) year from the date of completion. Any and all extended warranties beyond one (1) year shall be provided to the homeowner at the completion of the contract and a copy to the SHIP Program office. These warranties will consist of HVAC, plumbing fixtures, electrical fixtures, roofing, windows and doors, hardware, paint, flooring, cabinets, any and all appliances, etc. If a warranty issue should arise within the one (1) year, the contractor is expected to respond within 72 hours for non-emergency and within 24 hours for emergencies to resolve the issue. If the contractor fails to respond to, and remedy a warranty issue, he/she will be disqualified from the program for one (1) year and must reimburse Baker County SHIP Program for any work contracted to correct the warranted work. Second offense will result in being indefinitely disqualified from participating as a contractor in the SHIP Program in any way (applies to those who hold multiple licenses), removed from the Active Contractor list and reported to the Florida Department of Business and Professional Regulation where applicable. **In no instance (emergency or not), should an issue be allowed to go unresolved/unrepaired for a period of longer than ten (10) calendar days.**

K. Disputes

If a problem arises between the homeowner and the contractor, it is the responsibility of those parties to resolve the issues. The SHIP Administrator may intercede to facilitate the progress of the project. Homeowner is encouraged to contact the SHIP Administrator for documentation purposes, who will then reach out to the contractor if a problem arises during the warranty period. If the homeowner does not received satisfaction from the contractor, the SHIP Administrator reserves the right to intervene on his/her behalf. The SHIP Administrator will work to resolve all disputes between the property owner and contractor.

All unsettled claims or disputes between the homeowner and the contractor arising out of or related to the work, unresolved via working with the SHIP Administrator shall be submitted to the Baker County Board of County Commissioners. Notice of the demand for presentation to the Commissioners shall be filed in writing with the other party to this agreement, to the SHIP Administrator and shall be made within a reasonable time after a dispute has arisen. The decision rendered by the Commissioners shall be final.

L. Room Completion

In the cases of owner occupied rehabilitation, as the contractor completes areas during rehabilitation, the homeowner may use that area for their personal use. If any damages occur to a completed area occupied by the homeowner during rehabilitation, the homeowner will be held liable for such damages.

M. New Items Installed To Finished State

All new items installed when complete, will be to a finished status (i.e. door to be hinged, locked, trimmed, painted, and threshold installed).

N. Handicap Accessibility

Will be addressed on an individual basis. Requirements for specific projects will be determined per A.D.A. and all other applicable federal and state laws.

## Chapter 6. Contractor Quality and Standards

A. Insurance

The contractor agrees to carry adequate insurance coverage for liability and workers compensation as required by State Law and the Building Department. Any changes in insurance coverage, including renewals must be provided in writing within five (5) working days to the Baker County SHIP Program office and Building Department. It is understood that any sub-contractors hired or working with the contractor must have adequate insurance coverage for liability and workers compensation. The contractor must provide a Certificate of Insurance to the Baker County SHIP Program office and the Building Department and submit any changes or renewals as well.

B. Coordination of Work

The contractor is responsible for the coordination of all work described in the contract. He/She agrees to schedule all work in the proper order for the operation of all trades, material, and workers engaged in the contract. It is agreed that no exterior work, such as re-roofing, will be performed during adverse weather conditions that would cause damage to the homeowner's property.

C. Codes

The contractor will comply with all State and County building code regulations and ordinances required by the building department. The contractor will not be held responsible for pre-existing violations of code or building laws except where corrections of such violations are required within the scope of the contract. It is the contractor's responsibility to stay informed of all changes to the building code and Baker County ordinances.

D. Licenses

Contractors must possess a valid **State Contractor's License, County Certificate of**

**Competency**, and **Qualified Business License or Occupational License** as applicable. A current copy of the contractor's license must be on file with Baker County Building Department. Any changes, including renewals, must be submitted within five (5) working days of such said change. Any violations or discipline against the contractor must be reported in writing to the Baker County SHIP Program office and Building Department within five (5) working days.

E. Material Quality

The contractor must furnish all materials necessary to complete the contract. **All materials used and installed must be new and of quality specified in the work write up or in this handbook Chapter 6.** Any materials used other than what is in the work write up or on specifications must be approved by the SHIP Administrator in writing before installation. All materials used by the contractor are subject to inspection. If necessary, any testing or grading criteria will be in accordance with the appropriate ASTM.

F. Labor Quality

All labor furnished by the contractor or sub-contractor must be executed by a skilled, trained professional. Tradesmen, when required by County or State law, shall be licensed. All work performed by the contractor and his/her associates will be inspected by the SHIP Administrator and/or Building Official and is expected to conform to the contract, building codes and professional work ethics, and the workmanship is expected to be of the industry standard.

G. Safety

The contractor agrees to keep the construction site a safe working environment at all times. All trash and debris will be picked up during the course of work, as well as, tools and equipment when applicable, to insure safety for the workers and homeowner. Chemicals and flammables such as paints and solvents shall be removed daily, or locked in a secure location, to prevent accidents.

H. Lead Based Paint

Use of all lead-based paint as defined below is strictly prohibited. Definition of lead based paint as defined in the Lead Based Paint Poisoning Prevention Act: Any paint containing more than .06% lead by weight in the total non-volatile contents of liquid paint or in the dried film of paint already applied.

I. Asbestos

Use of asbestos containing materials is strictly prohibited. Should asbestos be discovered during project, it is the contractor's responsibility to cease work, take appropriate precautions, notify both the SHIP Administrator and the Building Official. Contractor will promptly submit a change order for the legal remediation and legal disposal of said asbestos containing materials for approval. Change order should include cost updates and timeline changes if applicable and supporting documentation of such should be attached to the change order.

J. Clean-Up

The contractor agrees to keep the construction site cleared of trash and construction debris, cleaning the site on a daily basis. Contractor will provide a dumpster or other approved receptacle at his cost. **All items removed from the house and replaced must be removed by the contractor, no homeowner is permitted to keep removed/replaced items, i.e.: If cabinets are removed, they become property of the contractor and may not be left with the homeowner.**

K. Completion Deadline

The contractor is required to complete all work within the time allowed as described in the contract agreement. Extensions may be granted to the contractor for circumstances beyond his/her control such as weather delays, natural or national emergencies, personal hardships, etc. If the work is not completed on time, the contractor will be disqualified from future bidding outlined in Chapter 4, Section E, item 12. Liquidated damages will occur at the rate of fifty dollars (\$50.00) a day starting from the original completion date. The Baker County SHIP Program office will determine any discipline against the contractor on a case by case basis and in consultation with the Building Department Director and/or the County Manager. Contractors that experience delays due to inclement weather, natural disasters, or factors outside of their control must request an extension of time in writing that must be approved by the homeowner and the SHIP Program office.

L. Hold Harmless

The contractor shall agree to defend, indemnify, and hold harmless the Owner, Baker County and the SHIP Program office staff from liability and claim for damages because of bodily injury, death, property damage, sickness, disease, theft, or loss and expenses arising from the contractor's performance under this agreement to install or construct home improvements, any issues are to be paid for out of the proceeds of the owner's rehabilitation/construction loan. The contractor is acting in the capacity of an independent contractor with respect to the homeowner.

M. Regulations

Contractors must comply with all State and Local Statutes, Regulations, Ordinances and Policies for all projects. Federally funded projects require compliance with the Davis-Bacon Act and all other applicable laws and regulations. Contractors, who have been debarred from working in federally funded projects, cannot participate in this program. All OSHA guidelines and standards shall be strictly enforced.

## CONTRACTOR CHECKLIST

1	Baker County Contractor's Application for S.H.I.P.	( )
2	Current State of Florida Occupational License issued by the Department of Business and Professional Regulation, AND any required Baker County License(s)	( )
3	Baker County Tax Receipt	( )
4	Contractor Registration	( )
5	Public Liability and Workers Compensation Insurance or Exemption minimum coverages are:	( )
	a. Comprehensive General Liability Insurance limits \$200,000/\$300,000 combined single limit, bodily injury/property damage	( )
	b. Automotive Liability Insurance limits – \$100,000/\$300,000 combined single limit.	( )
	c. Construction insurance/Builder's risk	( )
	d. Worker's Compensation & General Liability Insurance	( )
6	Corporate resolution of person authorized to execute contract and other documents	( )
7	Sworn statement of affidavit	( )
8	Certification for compliance with Baker County, Florida, Federal Laws and Regulations	( )
9	Three letters of reference.	( )

All documents on this list are required to be submitted with the application.  
Incomplete applications or applications missing documents, will be returned.

## CONTRACTOR'S APPLICATION FOR S.H.I.P. PROGRAM

General Company Information			
Company Name:			
Company Address:			
IRS ID (EIN):			
Office Number:			
Fax Number:			
e-Mail:			
Web Page:			
Company Type:		Corporation	Partnership
		Individual	Joint Venture
		Other	
Office Number:			
Fax Number:			
e-Mail:			
Web Page:			

Primary Contact Information to Contact About Application			
Name:			
Title:			
Phone # of Primary Contact:			
e-Mail of Primary Contact:			
Are you a licensed Contractor?		YES	NO
Please list your license category and licensing entity:		Licens e #:	
What is your specialty?			
Do you have additional licenses? Specify trade and license number.			
Trade:		License #:	
Trade:		License #:	
How many years has your organization been in business under its present name?			
Has your organization operated under any other name?		YES	NO
If yes, Name:			
How many employees do you have?			
Have you ever failed to complete any work awarded to you?		YES	NO
If yes, provide the details. Use separate sheet if necessary.			

**If Corporation, please answer the following:**

If Corporation:	Date Incorporated:		
	State Incorporated:		
President's Name:			
	President's Phone:		
	President's Email:		
Vice-President's Name:			
	Vice-President's Phone:		
	Vice-President's Email:		
Secretary's Name:			
	Secretary's Phone:		
	Secretary's Email:		
Treasurer's Name:			
	Treasurer's Phone:		
	Treasurer's Email:		

**If Individual or Partnership, please answer the following:**

Date Established:		
Name & address of all partners (State General or Limited Partnership)		
Name:		
	Address:	
	Partnership Type:	
Name:		
	Address:	
	Partnership Type:	
Name:		
	Address:	
	Partnership Type:	

**If other than a Corporation or Partnership, describe organization and provide name/address of Principals:**

Organization Description:		
Name:		
	Address:	
Name:		
	Address:	

Within the last 5 years, has any Officer or Partner of your organization ever been an Officer or Partner of another organization when it failed to complete a construction contract?				
<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	NO	If yes, provide the details. Use separate sheet if necessary.	
Have you or any Officer of your company ever been suspended, or denied participation in a Federally funded contract or any construction project?				
<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	NO	If yes, provide the details. Use separate sheet if necessary.	
Have you or any Office/Partner of your company ever files for Bankruptcy?				
<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	NO	If yes, please provide the date of dismissal: <input type="text"/>	

**ARE YOU:**

Minority Owned Business (MBE)					<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO
An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American, or Asian-Indian American; and whose management and daily operations are controlled by one or more of these owners.										
Woman Owned Business (WBE)					<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO
An WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.										

**REFERENCES:**

Have you ever performed any residential work for the City, State or any Government office?							<input type="checkbox"/>	<input type="checkbox"/>	YES	<input type="checkbox"/>	<input type="checkbox"/>	NO
List the City, State or Government office:							<input type="text"/>					
List below the three (3) most recently <b>completed</b> Construction/Rehabilitation Contracts: Client												
Name	Phone or e-mail	Address					Job Date	Amount (\$)				
List below up to three (3) Construction/Rehabilitation contracts underway:												
Name	Phone or e-mail	Address					Job Date	Amount (\$)				

Please provide three (3) references:			
Client Name	Phone or e-mail	Address	Job Date

List of Suppliers and address:			
Name	Address	Phone Number	Years Acquainted

Bank reference:			
Name	Address	Phone Number	Years Acquainted

### CONFLICT OF INTEREST - SAMPLE

Are you related to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Baker County Board of Commissioners?			
YES	NO	If yes, please disclose your relationship:	

### CONDITIONS AND CERTIFICATION

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?			
YES	NO		

In consideration of being placed on the "Active Contractor List", the undersigned contracting firm will comply with the following conditions on all construction/rehabilitation work performed and agrees:

- |   |      |   |
|---|------|---|
| a.  |      | To use only contract forms approved by the program.   |
| b.  |      | That work will be performed in accordance with the standards established by the program, the Florida Building Code, & City & County Codes.  |
| c.  |      | That if work performed by the contractor is found to be unsatisfactory or if contract relations between the contractor, homeowner, or other parties are found to be unsatisfactory, the Department may temporarily or permanently remove the contractor's name from the "Active Contractor List". |
| d.  |      | That adequate public liability and workers compensation insurance will be provided as follows:  |
|   | (a). | Workers Compensation insurance as required by Chapter 440, Florida Statutes.  |
|   | (b). | Public liability insurance on a comprehensive basis in an amount not less than \$300,00 combined single limit bodily injury & property damage. Policy shall be endorsed to include the Baker County Board of Commissioners as an additional insured.  |
|   | (c). | Automobile liability insurance covering all owned, & non-owned & hired vehicles used in connection with the work in an amount not less than \$100,000 combined single limit for bodily injury & property damage combined.   |
| The public liability insurance as required in paragraph (b) above shall include those classifications, as listed in standard liability insurance manuals, which are applicable to the operations of the contractor in the performance of the work. The insurance policy required above shall be issued with companies authorized to do business under the law of the State of Florida. They shall have a general policy holders rating of "A" or better & a financial rating of no less than C+ as reported by Best's Key Rating Guide, published by A.M. Best Company, latest edition. |      |   |
| e.  |      | The contractor will abide by Equal Opportunity laws of the Civil Rights Act & all other applicable City, Federal, State, & County laws and regulations.   |

I certify that the information provided on this application is true as completed and authorize the Baker County Board of Commissioners to verify the information listed herein.

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

STATE OF FLORIDA, COUNTY OF BAKER

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, in the County of Baker, State of Florida.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
PRINT NAME

PERSONALLY KNOWN \_\_\_\_\_  
 PRODUCED IDENTIFICATION \_\_\_\_\_  
 TYPE OF ID \_\_\_\_\_

## COMPLIANCE CERTIFICATION FORM - SAMPLE

### CERTIFICATION FOR COMPLIANCE WITH CITY, COUNTY, STATE, FEDERAL LAWS AND REGULATIONS

I, \_\_\_\_\_ agree to comply with all City, County, State, and Federal laws and regulations, including, but not limited to the following:

#### **CONFLICTS OF INTEREST**

Contractor covenants that no person who presently exercises any functions or responsibility on behalf of Baker County Board of Commissioners in connection with this agreement has any personal financial interests, direct or indirect, with the contractor. Contractor further covenants that, in the performance of any contract, no person having such conflicting interest, shall be employed by the contractor. Any conflict of interest attributable to the contractor or its employees must be disclosed in writing to the Baker County Board of Commissioners immediately upon discovery.

Contractor is aware of the conflict-of-interest laws of the State of Florida, particularly Chapter 112, Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 §570.611, and agree to fully comply with all respects to those provisions.

#### **EQUAL OPPORTUNITY**

Contractor agrees that it will comply with equal opportunity requirements, which require that no person in the United States shall on the ground of race, creed, color, national origin, age, sex, religion, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with State or Federal funds.

In the event local laws or ordinances governing equal opportunity apply as well, contractor agrees to comply.

#### **DEBARMENT/SUSPENSION**

The contractor certifies, by submission of this certification, that neither the contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the contractor is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

#### **ZONING CODES AND BUILDING CODES**

Contractor must comply with the Baker Count, Board of Commissioners Housing Quality Standards, the Florida Building Code, local building codes and other standards established by the Baker County Board of Commissioners, as deemed necessary by such agency.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

STATE OF FLORIDA, COUNTY OF BAKER

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, in the County of Baker, State of Florida.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
PRINT NAME

PERSONALLY KNOWN \_\_\_\_\_  
PRODUCED IDENTIFICATION \_\_\_\_\_  
TYPE OF ID \_\_\_\_\_

## CONTRACTOR EVALUATION FORM - SAMPLE

CASE #: \_\_\_\_\_ PROPERTY OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_

CONTRACTOR BEING EVALUATED: \_\_\_\_\_

CATEGORIES	MAX. PT VALUE	POOR	FAIR	GOOD	EXCELLENT	GRADE
Quality of Work	20	0-4	5-9	10-14	15-20	_____
Completion Time	20	0-4	5-9	10-14	15-20	_____
Code Compliance	20	0-4	5-9	10-14	15-20	_____
Contract Compliance	20	0-4	5-9	10-14	15-20	_____
Punch List	20	0-4	5-9	10-14	15-20	_____
<b>TOTAL POINTS</b>	<b>100</b>				<b>TOTAL SCORE:</b>	_____

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

(continue on back if additional space needed for comments)

### LEGEND

75 to 100 Points	Excellent
50 to 74 Points	Good
25 to 49 Points	Fair
0 to 25 Points	Poor

Three (3) fair scores within a six-month period = 90-day suspension from Active Contractor List.  
 One poor score = suspension for 60 days from Active Contractor List.

\_\_\_\_\_  
 Designated Baker County Signature \_\_\_\_\_  
 Date

\_\_\_\_\_  
 SHIP Administrator Signature \_\_\_\_\_  
 Date

Baker County has all rights to use this form to base awards of future contracts.

## S.H.I.P. ADMINISTRATOR EVALUATION FORM - SAMPLE

CASE #: \_\_\_\_\_ PROPERTY OWNER: \_\_\_\_\_

PROPERTY ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

ADMINISTRATOR BEING EVALUATED: Lydia Mangano

CATEGORIES	MAX. PT VALUE	POOR	FAIR	GOOD	EXCELLENT	GRADE
Knowledge of Process	20	0-4	5-9	10-14	15-20	_____
Communication	20	0-4	5-9	10-14	15-20	_____
Customer Service	20	0-4	5-9	10-14	15-20	_____
Responsiveness	20	0-4	5-9	10-14	15-20	_____
	20	0-4	5-9	10-14	15-20	_____
<b>TOTAL POINTS</b>	<b>100</b>				<b>TOTAL SCORE:</b>	_____

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

(continue on back if additional space needed for comments)

### LEGEND

75 to 100 Points	Excellent
50 to 74 Points	Good
25 to 49 Points	Fair
0 to 25 Points	Poor

\_\_\_\_\_  
 Designated Baker County Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 SHIP Administrator Signature

\_\_\_\_\_  
 Date



# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** 2/25/2026 **Meeting Date:** 3/3/2026

**Name of Submitter:** Lydia Mangano **Department:** SHIP

1. Nature and purpose of this agenda item:  
Demolition/New Construction/Replacement maximum award limit - set new limit  
\_\_\_\_\_  
\_\_\_\_\_

2. Recommended Motion/Action:  
Approve/Adopt  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No. Documentation is included in agenda packet

4. Deadline for Completion: 3/3/2026

<p>5. Fiscal Impact Questions:</p> <p>Is this item included in the current budget? <u>N/A</u></p> <p>_____</p> <p>If item is grant related, is there a County match requirement? <u>N/A</u></p> <p>_____</p> <p>Explain the procurement process for this request (attach necessary documentation): <u>N/A</u></p> <p>_____</p>
--

PROJECT GRAND TOTAL AVERAGES INCLUDING DELIVERABLES			
\$ 115,146.54	FY 18-19 3 proj total cost average		a 3BR was split this & next FY
\$ 112,946.85	FY 19-20 2 proj total cost average		It's cost was \$13,872 more than a 2 BR
\$ 109,771.43	FY 21-22 3 proj total cost average		
\$ 118,035.78	FY 21-22/22-23 2 proj total cost avg (1 no sept/well)		
\$ 136,595.42	FY 23-24 2 proj total cost average		
\$ 127,413.02	FY 23-24/24-25 1 proj total cost		
\$ 145,795.59	FY 24-25 3 proj total cost average (2 out edge of county, 1 ADA access & 1 no well)		
\$ 865,704.63	total		
\$ 123,672.09	7 year per project average		
\$ 12,367.21	10% increase over average		
\$ 136,039.30			

- \$ 135,000.00 suggested maximum award including deliverables, 2BR/1BA non-ADA incl \$2,700 deliv
- \$ 140,000.00 suggested maximum award including deliverables, 2BR/1B ADA and/or Flood Zone incl \$2,800 deliv
- \$ 145,000.00 suggested maximum award including deliverables, 3BR/1B non-ADA incl \$2,900 deliv
- \$ 150,000.00 suggested maximum award including deliverables, 3BR/1B ADA and/or Flood Zone incl \$3,000 deliv

BID TRACKING												
BID SUBMITTED						BID CHOSEN						
PROJECT	FY	NEW CONST \$ ONLY	WELL \$	SEPTIC \$	BOTH W/S	NOTES	NEW CONST \$ ONLY	WELL \$	SEPTIC \$	BOTH W/S	FINAL TOTALS	
M. Thomas	18-19	\$ 89,942.00			\$ 19,600.00	7/12/2021 Temp Max Limit Increase to	\$ 89,942.00			\$ 19,600.00	\$ 110,577.20	
		\$ 120,000.00										
A. Williams	18-19	\$ 89,942.00			\$ 18,450.00		\$ 89,942.00			\$ 18,450.00	\$ 110,412.40	
		\$ 125,000.00										
Allgeyer	18/19-19/20	\$ 103,029.00			\$ 19,300.00	3BR	\$ 103,029.00			\$ 19,300.00	\$ 124,450.01	
		\$ 115,000.00										
	Sub Total	\$ 642,913.00			\$ 57,350.00		Sub Total \$ 282,913.00			\$ 57,350.00	\$ 345,439.61	
<b>Avg Bid Submitted</b>		<b>\$ 107,152.17</b>			<b>\$ 19,116.67</b>		<b>Avg Bid Award \$ 94,304.33</b>			<b>\$ 19,116.67</b>	<b>\$ 115,146.54</b> avg	
		<b>Tot Proj Avg</b>	<b>\$ 126,268.83</b>				<b>Tot Proj Avg</b>	<b>\$ 113,421.00</b>				
Wilkerson	19-20	\$ 87,942.00			\$ 20,870.00		\$ 87,942.00			\$ 20,870.00	\$ 114,194.96	
		\$ 104,900.00										
Mann	19-20	\$ 88,942.00			\$ 21,890.00		\$ 88,942.00			\$ 21,890.00	\$ 111,698.74	
		\$ 107,900.00										
	Sub Total	\$ 389,684.00			\$ 42,760.00		Sub Total \$ 176,884.00			\$ 42,760.00	\$ 225,893.70	
<b>Avg Bid Submitted</b>		<b>\$ 97,421.00</b>			<b>\$ 21,380.00</b>		<b>Avg Bid Award \$ 88,442.00</b>			<b>\$ 21,380.00</b>	<b>\$ 112,946.85</b> avg	
		<b>Tot Proj Avg</b>	<b>\$ 118,801.00</b>				<b>Tot Proj Avg</b>	<b>\$ 109,822.00</b>				

BID TRACKING										
BID SUBMITTED					BID CHOSEN					
PROJECT	FY	NEW CONST \$ ONLY	WELL \$	SEPTIC \$	NOTES	NEW CONST \$ ONLY	WELL \$	SEPTIC \$	DELIVERABLES (REC/SURVEY/ENG)	
Lee	21-22	\$ 95,442.00	\$ 10,430.00	\$ 11,820.00	5/2023 LHAP every 3 year update Max Limit adjusted to \$117,000 total based on tracking information					
		\$ 81,500.00	\$ 11,615.00				\$ 81,500.00	\$ 11,615.00		
		\$ 105,200.00	\$ 6,600.00							
Harper	19-20/21-22	\$ 101,942.00	\$ 10,430.00	\$ 11,820.00	WCA			\$ 11,820.00	\$ 2,999.47	\$ 113,786.38
		\$ 91,300.00	\$ 11,615.00			\$ 91,300.00				
		\$ 107,900.00	\$ 8,769.39				\$ 8,769.39			
		\$ 9,000.00								
Crawford	21-22	\$ 81,500.00	\$ 10,430.00	\$ 11,820.00		\$ 81,500.00		\$ 11,820.00	\$ 944.82	\$ 108,357.19
		\$ 105,100.00	\$ 11,615.00							
		\$ 95,442.00	\$ 8,769.87				\$ 8,769.87			
		\$ 8,700.00								
	Sub Total	\$ 865,326.00	\$ 107,974.26	\$ 35,460.00		Sub Total	\$ 254,300.00	\$ 29,154.26	\$ 35,460.00	\$ 6,057.51
	Avg Bid Sub	\$ 96,147.33	\$ 9,815.84	\$ 11,820.00		Avg Bid Award	\$ 84,766.67	\$ 9,718.09	\$ 11,820.00	\$ 329,314.30
	Tot Proj Avg Bid	\$ 117,783.18				Tot Proj Avg Award	\$ 106,304.75		\$ 2,019.17	\$ 109,771.43 avg
Hires	21-22/22-23	\$ 122,500.00			CITY				\$ 2,174.20	\$ 106,565.77
		\$ 99,200.00				\$ 99,200.00				
Kibler	22-23	\$ 131,100.00	\$ 5,800.00	\$ 14,650.00	FLOOD ZONE PROJECT		\$ 5,800.00	\$ 14,650.00	\$ 2,166.95	\$ 129,505.79
		\$ 105,200.00	\$ 14,703.90			\$ 105,200.00				
	Sub Total	\$ 458,000.00	\$ 20,503.90	\$ 14,650.00		Sub Total	\$ 204,400.00	\$ 5,800.00	\$ 14,650.00	\$ 4,341.15
	Avg Bid Sub	\$ 114,500.00	\$ 10,251.95	\$ 14,650.00		Avg Bid Award	\$ 102,200.00	\$ 5,800.00	\$ 14,650.00	\$ 236,071.56
	Tot Proj Avg Bid	\$ 139,401.95				Tot Proj Avg Award	\$ 122,650.00		\$ 2,170.58	\$ 118,035.78 avg
Crews	23-24	\$ 116,400.00	\$ 10,751.00	\$ 16,500.00	WCA		\$ 10,751.00	\$ 16,500.00	\$ 3,050.90	\$ 142,674.09
		\$ 112,575.00	\$ 14,550.00	\$ 21,500.00		\$ 112,575.00				
		\$ 112,500.00								
Thompson	23-24	\$ 107,900.00	\$ 11,615.00	\$ 13,000.00				\$ 13,000.00	\$ 1,353.65	\$ 130,516.74
		\$ 107,105.00	\$ 8,750.00	\$ 17,500.00		\$ 107,105.00	\$ 8,750.00			
		\$ 107,900.00								
	Sub Total	\$ 664,380.00	\$ 45,666.00	\$ 68,500.00		Sub Total	\$ 219,680.00	\$ 19,501.00	\$ 29,500.00	\$ 4,404.55
	Avg Bid Sub	\$ 110,730.00	\$ 11,416.50	\$ 17,125.00		Avg Bid Award	\$ 109,840.00	\$ 9,750.50	\$ 14,750.00	\$ 273,190.83
	Tot Proj Avg Bid	\$ 139,271.50				Tot Proj Avg Bid	\$ 134,340.50		\$ 2,202.28	\$ 136,595.42 avg
PROJECT	FY	NEW CONST \$ ONLY	WELL \$	SEPTIC \$	NOTES	NEW CONST \$ ONLY	WELL \$	SEPTIC \$		
Vann	23-24/24-25	\$ 114,900.00	N/A	N/A	TOG	\$ 114,900.00	n/a	n/a	\$ 1,269.30	\$ 127,413.02 avg
		\$ 126,750.00								
		\$ 121,600.00								
	Sub Total	\$ 363,250.00				Sub Total	\$ 114,900.00			
	Avg Bid Sub	\$ 121,083.33				avg bid award	\$ 114,900.00		\$ 1,269.30	
Nobles	24-25	\$ 114,900.00	\$ 8,500.00	\$ 16,000.00		\$ 114,900.00	\$ 8,500.00	\$ 16,000.00	\$ 2,340.65	\$ 144,449.67
		\$ 128,000.00		\$ 16,324.00						
		\$ 135,000.00		\$ 17,900.00						
Bennett	24-25	\$ 127,100.00	N/A	\$ 14,500.00		\$ 124,250.00	N/A	\$ 14,500.00	\$ 1,623.65	\$ 140,392.38
		\$ 124,250.00		\$ 17,500.00						
		\$ 125,000.00		\$ 16,324.00						
Harvey	24-25	\$ 127,000.00	\$ 8,500.00	\$ 16,000.00	WCA	\$ 124,750.00	\$ 8,500.00	\$ 16,000.00	\$ 3,276.00	\$ 152,544.72
		\$ 124,750.00		\$ 17,700.00						
		\$ 124,800.00		\$ 16,324.00						
	Sub Total	\$ 1,130,800.00	\$ 17,000.00	\$ 148,572.00		Sub Total	\$ 363,900.00	\$ 8,500.00	\$ 46,500.00	\$ 7,240.30
	Avg Bid Sub	\$ 125,644.44	\$ 8,500.00	\$ 16,508.00		avg bid award	\$ 121,300.00	\$ 8,500.00	\$ 15,500.00	\$ 437,386.77
	Tot Proj Avg Bid	\$ 150,652.44				Tot Proj Avg Bid	\$ 145,300.00		\$ 2,413.43	\$ 145,795.59 avg



# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM REQUEST FORM

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** 2/25/2026 **Meeting Date:** 3/3/2026

**Name of Submitter:** Lydia Mangano **Department:** SHIP

1. Nature and purpose of this agenda item:  
LHAP (Local Housing Assistance Plan) updates  
\_\_\_\_\_  
\_\_\_\_\_

2. Recommended Motion/Action:  
Approve submission to FHFC  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No. Documentation is included in agenda packet

4. Deadline for Completion: 3/3/2026

5. Fiscal Impact Questions:

Is this item included in the current budget? N/A  
\_\_\_\_\_

If item is grant related, is there a County match requirement? N/A  
\_\_\_\_\_

Explain the procurement process for this request (attach necessary documentation): N/A  
\_\_\_\_\_

Local Government

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029



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



**I. Program Details:**

**A. LG(s)**

Name of Local Government	BAKER COUNTY
Does this LHAP contain an interlocal agreement?	NO
If yes, name of other local government(s)	N/A

**B. Purpose of the program:**

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

**C. Fiscal years covered by the Plan: 2026-2027, 2027-2028, 2028-2029**

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

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

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

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

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

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

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

- Special Needs set-aside requirement
- Very low- and low-income level set-aside requirement
- Construction set-aside requirement

Applications are collected and reviewed as received. Applications that appear to meet unaccomplished required set-aside requirements are processed chronologically by applicant date for income qualification and become 'first qualified, first served'. If there is a waiting list and a person on the waiting list has not received any previous funding, that applicant/person will take precedence over an applicant that has received previous funding. After required set-aside requirements are accomplished, all other applications are processed for income qualification in like manner to above.

- J. Additional Help with SHIP available, except under conditions below:
- Applicant has reached the maximum award amount that was available in the LHAP strategy the year their original mortgage(s) were executed.
  - Applicant has unsatisfied mortgage(s) with Baker County.
  - Applicant failed to maintain insurance, property taxes were delinquent, or received code infractions during previous mortgage term.

The only exceptions being, if a household member becomes disabled, and the home has to be modified for accessibility, or if disaster is declared for Baker County by either Florida Governor or President of the United States.

- K. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- L. **Support Services and Counseling:** Support services and counseling services are available from various sources including in-person opportunities. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post) and Credit Counseling. The County recommends and encourages these services; however, does not require these services in order to be financially assisted.

The County works with agencies to provide additional homeownership counseling services for assistance with clearance of deed issues such as Heirs' Property to remove barriers to housing assistance programs such as S.H.I.P. and or other assistance programs requiring proof of ownership (clear title/name on deed) in order to receive assistance.

- M. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.



The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- N. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

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

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

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

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

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

Entity	Duties	Admin. Fee Percentage
Local Government		10%
Third Party Entity/Sub-recipient		

- Q. Project Delivery Costs:** Project delivery costs may include any time spent by Housing Staff or County contracted third party consulting firm(s) who perform housing program tasks, including any and all activities associated with completed project delivery. These include but are not limited to: site surveys, title search, inspections, recording, engineering and will be included in the Deferred Payment Loan (DPL) Agreement also known as the mortgage. This will not exceed 2% of the award.

- R. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, all police, sheriff and fire personnel, health care personnel, EMT's and first responders, skilled building trades and all members of the United States Armed Services regardless of status.
- S. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Baker County encourages the incorporation of sustainable, storm-resistant innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The County will, when economically feasible, employ the following Green Building requirements on new construction, rehabilitation, and emergency repair projects:
- Energy star rated windows, appliances, hot water heater, and ceiling fans.
  - Low flow plumbing fixtures.
  - Insulated exterior doors.
  - Increased insulation for walls and ceiling, minimum of R-38.
  - Higher efficiency HVAC units with programable thermostats. Minimum SEER ratings of 14.
- T. Describe efforts to meet the 20% Special Needs set-aside:** The Baker County SHIP Program coordinates advertising efforts with the Baker County Council on Aging and the ARC of North Florida to reach special needs applicants. The Baker County prioritization process prioritizes special needs applicants. Advertisements specify availability of funding for special needs applicants.
- U. Describe efforts to reduce homelessness:** Baker County is unique in that homelessness is not prevalent locally. The most common form of homelessness in Baker County is multiple family households in one dwelling. The program recognizes these types of situations when considering applications for home purchase and encourages the use of this program.
- V. General Provisions:** The following provisions will apply to all strategies unless otherwise indicated:
- 1) **Eligible Housing.** Any real, personal, homesteaded property located within Baker County which is designed and intended for the primary purpose of providing decent, safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous Building Codes adopted under Chapter 553. **Manufactured housing (or mobile homes) must be no older than 2001** to be eligible for Rehabilitation or Emergency Repair. Manufactured housing is not eligible for Disaster Strategy.
  - 2) **Income Producing Properties.** Residential properties used as income producing properties are not eligible for any type of SHIP Assistance. Income producing properties are defined as properties producing rental income, or business income based on day care, personal services, retail services or similar activities that require regular and ongoing visits by clients and/or customers to the property. Home offices do not create income producing properties unless the office is regularly used to meet with customers within the property.
  - 3) **Lifetime Limit.** Applicants are eligible for assistance according to the schedule below and provisions listed in Section I item J above and cannot receive assistance twice in the same funding year:
    - a. Demolition/Replacement/New Construction – Once per lifetime plus once for emergency repair.
    - b. Owner Occupied Rehabilitation - Once per lifetime plus once for emergency repair.
    - c. Emergency Repair – Twice per lifetime.

- 4) **SHIP Mortgage Position:** SHIP mortgages must be in primary position. SHIP mortgages may not be in positions inferior to primary position even in instances of subordination.
- 5) **Applicants** may not have more than 1 active Deferred Payment Loan (DPL) agreement active at a time, except in the instance that one (1) is for Disaster Assistance.
- 6) **Property** taxes and/or assessments must be current, must have clear title/deed, with no outstanding judgements, liens, orders, or encumbrances. This includes 1st or 2nd mortgages, Reverse mortgages and Mortgage Recovery Advances.
- 7) **Any applicant** who is delinquent on child support, alimony or in violation of any valid court order or judgement will be denied SHIP assistance. If any person wishing to apply is awaiting trial/sentencing at time of application window and is only adult in the residence/home, applicant must wait until trial/sentence is completed and verdict handed down as applicants currently incarcerated are not eligible.
- 8) **Contractor Information.** For strategies requiring new construction and for any form of rehabilitation, repair, or reconstruction, only state licensed contractors with proof of active status and insurance will be approved for contract work.
- 9) Recipients of the SHIP Program are asked that all complaints and warranty issues be in writing and addressed to the Baker County Administration/SHIP Administrator and a copy addressed to the awarded contractor.
- 10) All requests for refinancing a SHIP deferred payment loan (DPL) shall be in writing addressed to the County Manager and Chairman of the Board. Information that must be included in your letter of request, name, date, address, date of SHIP DPL agreement, and reason for the request of refinancing. Final approval for all refinancing shall be the responsibility of the Board of County Commissioners. Additional information may be required.
- 11) If assistance is provided through the SHIP Program, subordination within the DPL term will be prohibited with the following exceptions:
  1. Refinancing for documented medical emergency, such as but not limited to a heart attack, stroke, and automobile accident.
  2. Refinancing for documented major home repair/improvement, such as but not limited to persons with special needs, flooding, and fire.
  3. Refinancing for lower interest rate, with NO cash back to owner.
  4. Refinancing in the event of major loss of income from head of household.
  5. Refinancing in the event of the death of head of household

**Section II. LHAP Strategies:**

<b>A. Demolition/New Construction/Replacement</b>	Code 4
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- a. Summary: Assistance will be provided on a one-time basis to homeowners whose homes are not in compliance with the State and local building codes or Section 8 Minimum Quality Standards. In lieu of rehabilitation when homes are deteriorated to the extent that repairs are beyond the allowable cost or 51% extensive structural damage, a replacement home will be constructed. The existing structure must be certified by the Baker County SHIP Administrator and the Baker County Building Official as substandard and not suitable for rehabilitation. Any site built or mobile home that is deemed beyond the cost of rehabilitation by the Baker County SHIP Administrator or Building Official must be demolished on site. The home must be owner occupied with a clear title.
- b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029
- c. Income Categories to be served: Extremely Low, Very low and , low income
- d. Maximum award: \$ 150,000.00  
\* \$135,000 maximum award including deliverables (2BR/1B non-wheelchair accessible)  
\* \$140,000 maximum award including deliverables (2BR/1B wheelchair accessible and/or flood zone)  
\* \$145,000 maximum award including deliverables (3BR/1B non-wheelchair accessible)  
\* \$150,000 maximum award including deliverables (3 BR/1B wheelchair accessible and/or flood zone)
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
  2. Interest Rate: 0%
  3. Years in loan term: 20 years
  4. Forgiveness: The loan amount will be forgiven at a rate of one-twentieth (1/20) of the loan forgiven each year over the loan term as long as:
    - a. Property remains as principal, homesteaded, legal residence.
    - b. Property taxes paid in full every year.
    - c. Owner maintains homeowner's insurance for full replacement value of property during the life of the loan with Baker County listed as mortgage holder.
    - d. No code enforcement violations exist.
  5. Repayment: None as long as in good standing.
  6. Default: The portion of the deferred payment loan remaining, will be due at the occurrence of the earliest of one of the following events:
    - a. Death of recipient(s)
    - b. Sale or transfer of title
    - c. Property is no longer maintained as principal, homesteaded residence
    - d. Foreclosure or conveyance
    - e. Loss of homestead status
    - f. Tax Lien/Deed sale

7. In the event of the death of the applicant(s) within the lien period, the loan may be assumed by a SHIP eligible, legal heir who will occupy the home as a primary homesteaded residence and have 180 days to income qualify. All heirs and successors will be held to the same rules and regulations, as did the applicant(s). The property may be sold; however, the lien shall be fully satisfied unless the new owner qualifies under the eligibility criteria of the program. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria:

1. Applicants who have received prior SHIP assistance under this strategy are ineligible to apply.
2. The property must be owner occupied.
3. Applicants cannot possess more than **\$50,000** (non-necessary personal property) *HOTMA rules are now in effect, amount for 2026 \$52,787 in non-necessary personal property assets (will adjust each year for inflation per HUD/FHFC), excluding retirement, necessary personal property and real property that will be used in conjunction with the construction of a new home. (see attached sample of non-necessary personal property and list of real/necessary property).*
4. The assessed value of an applicant's homestead property cannot exceed established purchase price limits as defined by Baker County's Local Housing Assistance Plan (LHAP) to receive assistance through the Baker County SHIP Program.
5. Applicants who require additional square footage due to an assessment made by Baker County, the total assessed value may not exceed the established purchase price limits.
6. Applicants must provide proof that property taxes are current.
7. If new construction is replacing a mobile home, a copy of the title(s) in the applicant(s) name only must be provided.
8. Deeds, warranty deeds, quit claim deeds, and indenture must be in applicant(s) name. Agreement for deeds, assumption agreements, rent to own agreements: private owner financing agreements will not be accepted. If both spouses are listed on the deed and one of the spouses are deceased, a copy of the death certificate is required.

g. Additional Information:

1. Baker County shall be notified in writing two business days prior to demolition. The person or persons performing the demolition shall have Workers Compensation Insurance, Liability Insurance and a Baker County or City of Macclenny Occupational License. A copy of all three (3) such documents shall be included in a written notification provided to Baker County two business days prior to the demolition. It shall be the responsibility of the awarded contractor and/or their sub-contractors for the on-site demolition, the safe legal removal and appropriate disposal of the dilapidated structure. SHIP funds will be available for survey, title search, demolition, electric, water, sewer, septic hookups/installations and the construction of a new ready to move in structure.
2. Recipients of SHIP program funding are asked that all complaints and warranty issues be in writing and addressed to the Baker County Administration/Grants office and a copy addressed to the awarded contractor. This policy is in effect for the new construction/replacement and rehabilitation strategies.
3. When the contractor has completed the home and is ready for the Certificate of Occupancy (CO), he will notify the Baker County Building Official (BCBO) for the required Certificate of Occupancy (CO) inspection. A date and time for the inspection shall be established. The building official will notify the

- grant administrator who in turn shall notify the homeowner of the date and time of the Certificate of Occupancy (CO) inspection.
4. On the scheduled date and time of the Certificate of Occupancy (CO) inspection, the homeowner, grant administrator, contractor, and the building official or his licensed inspector shall inspect the home.
  5. The building official shall inspect the house for compliance with the current edition of the Florida Building Code.
  6. The grant administrator and homeowner shall inspect the home to ensure all issues and cosmetic issues have been satisfied.
  7. Should any item be found to be out of compliance by the building official, grant administrator, or homeowner, the contractor shall be required to correct said item. Should the item be code related a Certificate of Occupancy (CO) will not be issued per state law.
  8. Should the item be cosmetic, the county shall withhold final payment to the contractor. Until all issues code and cosmetic have been completed, the Certificate of Occupancy (CO) will be issued and final payment to the contractor shall be made.
  9. Should the homeowner have a complaint within one year (1) of the date of the Certificate of Occupancy (CO), the homeowner shall notify the administrator. The administrator shall notify the building official and a time shall be established for the administrator, and homeowner, and the building official (if applicable), now acting as a county employee, to inspect the home. After the home has been inspected, one of the following shall happen:
    - a. The complaint is justified as a valid complaint, and it is an item that should be corrected by the contractor. The contractor shall be notified and make said repairs.
      - i. After said repairs are completed, the contractor, homeowner, grant administrator, and building official/county employee shall inspect to ensure the item has been corrected.
      - ii. Should the contractor fail to repair the item; the contractor shall be taken off the list of contractors allowed to bid on future grant homes within Baker County.
    - b. If the complaint is found to be an invalid complaint by the grant administrator and building code administrator/county employee, no action will be required on the county contractor's part. The following is not all inclusive of invalid complaints:
      - i. Routine maintenance which the homeowner did not do, cleaning, painting, air filters for air conditioners, etc.
      - ii. Neglect on homeowners' part
      - iii. Abuse, removal of items
      - iv. Destruction of screens, screen doors, doors, broken windows, etc.

**B. Rehabilitation Program**

Code 3

- a. Summary: SHIP financial assistance will be provided to complete the substantial rehabilitation of substandard, homeowner occupied housing, targeting health and safety concerns. For a manufactured home to qualify, property owner's name must be listed on title, it must match the name on the homesteaded property owned by the applicant and must be newer than 2001 as of the date of application. In lieu of rehabilitation, when homes are deteriorated to the extent that repairs are beyond the allowable cost or 51% extensive structural damage, a replacement home will be constructed. The existing structure must be certified by the Baker County SHIP Administrator in consultation with the Baker County Building Official as substandard and not suitable for rehabilitation.
- b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029
- c. Income Categories to be served: Extremely Low, Very low and , low income
- d. Maximum award:
1. \$45,000.00 Extremely Low
  2. \$40,000.00 Very Low Income
  3. \$35,000.00 Low Income
- e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
  2. Interest Rate: 0%
  3. Years in loan term: 15 years
  4. Forgiveness: The loan amount will be forgiven at a rate of one-fifteenth (1/15) of the loan forgiven each year over the loan term as long as:
    - a) Property is maintained as principal, homesteaded, legal residence.
    - b) Property taxes paid in full every year.
    - c) No code enforcement violations exist.
  5. Repayment: None as long as loan is in good standing.
  6. Default: The portion of the deferred payment loan remaining, will be due at the occurrence of the earliest of one of the following events:
    - a. Death of recipient(s)
    - b. Sale or transfer of title
    - c. Property is no longer maintained as principal, homesteaded residence
    - d. Foreclosure or conveyance
    - e. Loss of homestead status
    - f. Tax Lien/Deed sale
  7. **In the event of the death of the applicant(s) within the lien period, the loan may be assumed by a SHIP eligible, legal heir who will occupy the home as a primary homesteaded residence and have 180 days to income qualify. All heirs and successors will be held to the same rules and regulations, as did the applicant(s). The property may be sold; however, the lien shall be fully satisfied unless the new owner qualifies under the eligibility criteria of the program. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.**

- f. Recipient/Tenant Selection Criteria:
1. Applicants who have received prior SHIP assistance under this strategy are ineligible to apply.
  2. The property must be owner occupied.
  3. Applicants cannot possess more than **\$50,000** (non-necessary personal property) *HOTMA rules are now in effect, amount for 2026 \$52,787 in non-necessary personal property assets (will adjust each year for inflation per HUD/FHFC), excluding retirement, necessary personal property and real property that will be used in conjunction with the construction of a new home. (see attached sample of non-necessary personal property and list of real/necessary property).*
  4. The assessed value of an applicant's homestead property cannot exceed established purchase price limits as defined by Baker County's Local Housing Assistance Plan (LHAP) to receive assistance through the Baker County SHIP Program.
  5. Applicants who require additional square footage due to an assessment made by Baker County, the total assessed value may not exceed the established purchase price limits.
  6. Applicants must provide proof that property taxes are current.
  7. If new construction is replacing a mobile home, a copy of the title(s) in the applicant(s) name only must be provided.
  8. Deeds, warranty deeds, quit claim deeds, and indenture must be in applicant(s) name. Agreement for deeds, assumption agreements, rent to own agreements: private owner financing agreements will not be accepted. If both spouses are listed on the deed and one of the spouses are deceased, a copy of the death certificate is required.
- g. Additional Information:  
See above Section I, Program Details, item V. General Provisions for additional information.

**C. Emergency Repairs**

Code 6

A. Summary: SHIP funds will be used to provide emergency repair assistance to assist homeowners of site-built homes or eligible mobile homes (post 2001) to address emergency situations targeting health and safety concerns. The emergency repair work is defined as work that will address health and safety concerns to include but not be limited to:

1. Leaky Roof
2. Septic system work (repair/replace)
3. Well work (repair, replace)
4. HVAC work (repair, replace)
5. Wheelchair ramps
6. Other repairs decided on a case-by-case basis by the Baker County Board of Commissioners via recommendation of SHIP Administrator/Building Official.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: \$ 10,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: The loan amount will be forgiven at a rate of one-fifth (1/5) of the loan forgiven each year over the loan term provided:
  - a. Property is maintained as principal, homesteaded, legal residence.
  - b. Property taxes paid in full every year.
  - c. No code enforcement violations exist.
5. Repayment: None as long as loan is in good standing.
6. Default: The portion of the deferred payment loan remaining, will be due at the occurrence of the earliest of one of the following events:
  - a. Death of recipient(s)
  - b. Sale or transfer of title
  - c. Property is no longer maintained as principal, homesteaded residence
  - d. Foreclosure or conveyance
  - e. Loss of homestead status
  - f. Tax Lien/Deed sale
7. **In the event of the death of the applicant(s) within the lien period, the loan may be assumed by a SHIP eligible, legal heir who will occupy the home as a primary homesteaded residence and have 180 days to income qualify. All heirs and successors will be held to the same rules and regulations, as did the applicant(s). The property may be sold; however, the lien shall be fully satisfied unless the new owner qualifies under the eligibility criteria of the program. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and**

payable.

- f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first come, first qualified basis as described in Section II.
1. Applicants who have received prior SHIP assistance under this strategy are ineligible to apply.
  2. The property must be owner occupied.
  3. Applicants cannot possess more than **\$50,000** (non-necessary personal property) *HOTMA rules are now in effect, amount for 2026 \$52,787 in non-necessary personal property assets (will adjust each year for inflation per HUD/FHFC), excluding retirement, necessary personal property and real property that will be used in conjunction with the construction of a new home. (see attached sample of non-necessary personal property and list of real/necessary property)*
  4. The assessed value of an applicant's homestead property cannot exceed established purchase price limits as defined by Baker County's Local Housing Assistance Plan (LHAP) to receive assistance through the Baker County SHIP Program.
  5. Applicants who require additional square footage due to an assessment made by Baker County, the total assessed value may not exceed the established purchase price limits.
  6. Applicants must provide proof that property taxes are current.
  7. If new construction is replacing a mobile home, a copy of the title(s) in the applicant(s) name only must be provided.
  8. Deeds, warranty deeds, quit claim deeds, and indenture must be in applicant(s) name. Agreement for deeds, assumption agreements, rent to own agreements: private owner financing agreements will not be accepted. If both spouses are listed on the deed and one of the spouses are deceased, a copy of the death certificate is required.
- g. Additional Information:  
See above Section I, Program Details, item V. General Provisions for additional information.

**B. Disaster Mitigation**

Code 5, 16

a. Summary: The Disaster Strategy assists households following a disaster as declared by Executive Order of the Governor of the State of Florida or President of the United States. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

1. Purchase of emergency supplies for eligible households to weatherproof damaged homes.
2. Interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable.
3. Construction of wells or repair of existing wells where public water is not available.
4. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.
5. Security deposits, rental assistance for the duration of State of Florida
6. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Extremely Low, Very low and , low income

d. Maximum award: \$ 10,000.00

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: The loan will be forgiven at a rate of one-fifth (1/5) of the loan forgiven each year over the loan term provided:
  - a. Property is maintained as principal, homesteaded, legal residence.
  - b. Property taxes paid in full every year.
  - c. NO code enforcement violations exist.
5. Repayment: None as long as in good standing.
6. Default: The portion of the deferred payment loan remaining, will be due at the occurrence of the earliest of one of the following events:
  - a. Death of recipient(s)
  - b. Sale or transfer of title
  - c. Property is no longer maintained as principal, homesteaded residence
  - d. Foreclosure or conveyance
  - e. Loss of homestead status
  - f. Tax Lien/Deed sale
7. **In the event of the death of the applicant(s) within the lien period, the loan may be assumed by a SHIP eligible, legal heir who will occupy the home as a primary homesteaded residence and have 180 days to income qualify. All heirs and successors will be held to the same rules and regulations,**

**as did the applicant(s). The property may be sold; however, the lien shall be fully satisfied unless the new owner qualifies under the eligibility criteria of the program. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.**

- f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first come, first qualified basis as described in Section II.
1. Property must be owner occupied.
  2. Applicants will be assisted on a first come, first qualified, first ready basis. Priority will be given the elderly (persons over the age of 62) and persons with special needs as defined in 420.0004 (13), F. S..
  3. Applicants cannot possess more than **\$50,000** (non-necessary personal property) *HOTMA rules are now in effect, amount for 2026 \$52,787 in non-necessary personal property assets (will adjust each year for inflation per HUD/FHFC), excluding retirement, necessary personal property and real property that will be used in conjunction with the construction of a new home. (see attached sample of non-necessary personal property and list of real/necessary property).*
  4. The assessed value of an applicant's homestead property cannot exceed established purchase price limits as defined by Baker County's Local Housing Assistance Plan (LHAP) to receive assistance through the Baker County SHIP Program.
  5. Applicants must provide proof that property taxes are current.
  6. Deeds, warranty deeds, quit claim deeds, and indenture must be in applicant(s) name. Agreement for deeds, assumption agreements, rent to own agreements: private owner financing agreements will not be accepted. If both spouses are listed on the deed and one of the spouses are deceased, a copy of the death certificate is required.
- g. Additional Information:
1. Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Mobile homes built/manufactured prior to **2001** are not eligible.
  2. Applicant(s) must own and occupy the home and have damage directly caused from the disaster as certified by the Baker County Emergency Management Director and/or the Baker County Building Official.
  3. Applicant(s) must either have NO homeowners' insurance (and/or flood insurance if in a flood zone) OR if they do have insurance, the damage to be repaired is not covered under their insurance policy (documentation required including policy information included on application).
  4. Existing homeowners' and/or flood insurance not required to be eligible for assistance under this strategy.
    - a. Refinancing for documented medical emergency, such as but not limited to these listed only, heart-attack, stroke, automobile accidents. All incidents will be approved or disapproved by the Baker County Board of Commissioners.
    - b. Refinancing for documented major home repair/improvement, such as but not limited to these listed only, storm damage, person with special needs, flooding due to storm or broken pipe.
  5. Refinancing for lower interest rate, with NO cash back to owner.
  6. Refinancing in the event of major loss of income from head of household.
  7. Refinancing in the event of the death of head of household.

**II. LHAP Incentive Strategies**

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

- A. Name of the Strategy: **Expedited Permitting**  
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects. When contractors apply for a permit for a SHIP related project, the review and processing of that permit is given priority over other permits. It is moved to the front of the line and processed first.
  
- B. Name of the Strategy: **Ongoing Review Process**  
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

**IV. EXHIBITS:**

Required

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



# BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** 2/25/2026 **Meeting Date:** 3/3/2026

**Name of Submitter:** Lydia Mangano **Department:** SHIP

1. Nature and purpose of this agenda item:

1 - SHIP/LHAP Certification

2 - LHAP (Local Housing Assistance Plan) Resolution #2026-02

2. Recommended Motion/Action:

Sign/Approve BOTH for submission to FHFC

3. Will this item require a presentation? No. Documents are included in agenda packet for signature by Chairman.

4. Deadline for Completion: 3/3/2026

5. Fiscal Impact Questions:

Is this item included in the current budget? N/A

If item is grant related, is there a County match requirement? N/A

Explain the procurement process for this request (attach necessary documentation): N/A

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:     BAKER COUNTY, FLORIDA

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ronald Mann, Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date

**OR**

\_\_\_\_\_  
Stacie D. Harvey, Clerk

Attest:

(Seal)

RESOLUTION #: 2026-02

A RESOLUTION OF THE COUNTY COMMISSION OF BAKER COUNTY, FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

\* \* \* \* \*

**WHEREAS**, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

**WHEREAS**, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

**WHEREAS**, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

**WHEREAS**, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

**WHEREAS**, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.

**WHEREAS**, the SHIP HOUSING ADMINISTRATOR has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

**WHEREAS**, the COUNTY COMMISSION finds that it is in the best interest of the public for BAKER COUNTY to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA that:**

Section 1: The BAKER COUNTY BOARD OF COUNTY COMMISSIONERS hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The CHAIRMAN is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 3<sup>RD</sup> DAY OF MARCH, 2026.

\_\_\_\_\_  
Ronald Mann, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Stacie D. Harvey, Clerk



## BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM REQUEST FORM

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** February 24, 2026                      **Meeting Date:** March 3, 2026

**Name of Submitter:** LaDonna Combs                      **Department:** Community Development

1. Nature and purpose of this agenda item:  
Proclamation recognizing March 9-15 as Flood Awareness Week.  
\_\_\_\_\_  
\_\_\_\_\_

2. Recommended Motion/Action:  
Approve the Proclamation as submitted.  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No

4. Deadline for Completion: March 9, 2026

5. Fiscal Impact Questions:

Is this item included in the current budget? N/A

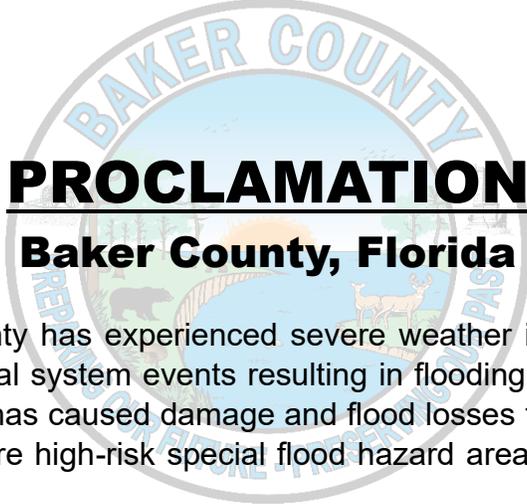
\_\_\_\_\_  
\_\_\_\_\_

If item is grant related, is there a County match requirement? N/A

\_\_\_\_\_  
\_\_\_\_\_

Explain the procurement process for this request (attach necessary documentation): N/A

\_\_\_\_\_  
\_\_\_\_\_

The seal of Baker County, Florida, is circular and features a central landscape with a river, a bridge, and a sun. The words "BAKER COUNTY" are written in an arc at the top, and "REPUBLIC OF FLORIDA" is written in an arc at the bottom. The seal is positioned behind the title of the proclamation.

# **PROCLAMATION**

## **Baker County, Florida**

**WHEREAS**, Baker County has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in riverine and lacustrine areas, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

**WHEREAS**, Baker County is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

**WHEREAS**, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

**WHEREAS**, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 9th-15th, 2026 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.

**NOW, THEREFORE**, Baker County, in coordination with the Baker County Board of County Commissioners do hereby proclaim March 9<sup>th</sup> – March 15<sup>th</sup>, 2026, as

### **“FLOOD AWARENESS WEEK”**

In Baker County and further encourage the citizens of Baker County to increase their knowledge of how to protect themselves and their property from flooding and to participate in “Flood Awareness Week” events.

**IN WITNESS WHEREOF**, I hereunto have set my hand this 3<sup>rd</sup> day of March 2026.

**BOARD OF COUNTY COMMISSIONERS  
BAKER COUNTY, FLORIDA**

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

Ronald Mann, Chairman

Attest:

\_\_\_\_\_  
Stacie D Harvey, Clerk of Court



## BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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**Date of Submission:** February 24, 2026                      **Meeting Date:** March 3, 2026

**Name of Submitter:** LaDonna Combs                      **Department:** Community Development

1. Nature and purpose of this agenda item:  
3rd annual "Building a Better Baker" Community Resource Fair. This collaborative event will feature a variety of  
resources for local families and county residents designed to help the community become aware of the many  
programs, services, and providers available in our community.

2. Recommended Motion/Action:  
Informational purposes only

3. Will this item require a presentation? N/A

4. Deadline for Completion: N/A

5. Fiscal Impact Questions:

Is this item included in the current budget? N/A

If item is grant related, is there a County match requirement? N/A

Explain the procurement process for this request (attach necessary documentation): N/A

# Building A Better Baker Community Resource Fair

Saturday, March 7, 2026 10:00 a.m. – 3:00 p.m. Baker



**Baker County Fair Grounds**  
5567 Lauramore Road  
Macclenny, FL 32063



## **\*Free Entry & Door Prizes\***

This collaborative, FREE event will feature a variety of resources for local families and county residents designed to help the community become aware of the many programs, services, providers, and upcoming events happening in our community.

This is a great opportunity to meet numerous organizations and community partners that offer a wide variety of resources to help empower your family and your community as a whole.

### **Community Partners will include:**

(but not limited to)

- Elected Officials Offices / Services
- Local County Government Departments
- Summer Programs / Library Programs
- Local Contractors, Electricians, Plumbers, etc.
- Free/Low Cost Spay & Neuter Programs
- Insurance & Healthcare Vendors
- Local Businesses and Non-Profits
- Veteran's Services / Council On Aging
- Blood Mobile with free health screenings
- Food Trucks And Many More...

### **For more information or to register as a vendor:**

Contact **LaDonna Combs**, Director  
Baker County Community Development  
[ladonna.combs@bakercountyfl.org](mailto:ladonna.combs@bakercountyfl.org)

(904) 259-2403

(904) 855-7204



**Touch A Truck**  
**Area for Kids!**



## BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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**Date of Submission:** February 24, 2026                      **Meeting Date:** March 3, 2026

**Name of Submitter:** LaDonna Combs                      **Department:** Community Development

1. Nature and purpose of this agenda item:  
Public Engagement Charrette for Comprehensive Plan update. Public Charrette to provide opportunity for community input and feedback. All information, input, and feedback that is collected will be presented to the board at an April or May meeting. Public engagement/workshop is required as part of the Comprehensive Plan update.

2. Recommended Motion/Action:  
Informational purposes only

3. Will this item require a presentation? Not at this time

4. Deadline for Completion: N/A

5. Fiscal Impact Questions:

Is this item included in the current budget? N/A

If item is grant related, is there a County match requirement? N/A

Explain the procurement process for this request (attach necessary documentation): N/A

# Public Engagement Charrette



Monday, March 9, 2026  
4:00 PM - 7:00 PM  
UF/IFAS Extension Office  
1025 W Macclenny Avenue  
Macclenny FL 32063

## Planning for the Next 20 Years Shape the Future of Our Community!

### Make a Difference

We are updating our Comprehensive Plan to shape the future of our County, and we want your input. Join our interactive charrette to share your feedback and help guide this important update. All are invited:

- Residents
- Business Owners
- Property Owners
- Community Stakeholders



### Drop In & Participate

- No formal presentation
- Interactive stations
- Share ideas & provide feedback
- Identify community priorities
- Help plan responsibly for growth



### Come When Convenient

Participants are welcome to come and go at any time throughout the event.

### Your Time & Voice Matter!

Baker County is planning for growth and development over the next 20 years. This is your opportunity to help create:

- Improvements to transportation;
- Preservation of rural character;
- Economic development;
- Future land use; and
- Growth that is smart & sustainable.

### Help Shape the Future of Baker County.

**ADA Notice:** Persons needing a special accommodation to participate in the proceedings should contact LaDonna Combs, at 904-259-2403, or via Florida Relay Service, 1-800-955-8771, at least 48 hours prior to the event in accordance with the Americans with Disabilities Act.



**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM**

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**Date of Submission:** February 26, 2026      **Meeting Date:** March 3, 2026

**Name of Submitter:** Chris Lee      **Department:** Public Works

1. Nature and purpose of this agenda item:  
Resolution 2026-04 FDOT Funding Agreement for railroad crossing at CR127.  
Improvements include- six (6) sets of LEDs, high wind gates and brackets, new batteries and chargers  
train detection, bungalow wrap, R8-8 Signs with Fine, ENS signs and breakaway posts. Funding solely by FDOT  
however, work does require County approval.

2. Recommended Motion/Action:  
Approve Resolution 2026-04 and accompanying funding agreement.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: ASAP

5. Fiscal Impact Questions:  
  
Is this item included in the current budget? NA  
\_\_\_\_\_  
  
If item is grant related, is there a County match requirement? NA  
\_\_\_\_\_  
  
Explain the procurement process for this request (attach necessary documentation): NA  
\_\_\_\_\_

**RESOLUTION 2026-04**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF FUNDING AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #458095-7-57-01.**

**WHEREAS**, the Florida Department of Transportation desires the execution of a State Funded Agreement to install 6 sets of LEDs(assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans for CR-127.

**NOW, THEREFORE, BE IT RESOLVED** this 3<sup>rd</sup> day of March 2026 by the Board of County Commissioners of Baker County, Florida, that the County Manager of the Board of County Commissioners is hereby authorized to execute the Supplemental Funding Agreement between the Baker County Board of Commissioners and the Florida Department of Transportation for Financial Project ID: 458095-7-57-01.

**BOARD OF COUNTY COMMISSIONERS  
OF BAKER COUNTY, FLORIDA**

---

**Ronald Mann, Chairman**

**ATTEST:**

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**Stacie D. Harvey, Clerk**



## *Florida Department of Transportation*

**RON DESANTIS**  
GOVERNOR

2198 Edison Avenue, MS 2806  
Jacksonville, Florida 32204

**JARED W. PERDUE, P.E.**  
SECRETARY

February 17, 2026

Mr. Jimmy Anderson  
County Manager  
Baker County  
Transmitted electronically via Email

Project ID No.: 458095-7-57-01  
Road Name – CR-127., FAP No.: TBD  
Baker County, Parcel No.: 1 (SIG-D)  
Crossing No. 622803A; RRMP: SP-670.66

The Department proposes the installation of six (6) sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans. Installation of signal upgrades does not change the future annual signal maintenance at this location.

The project is presently scheduled for completion of negotiations by March 2026. Your cooperation towards having the agreement authorized prior to that date will be appreciated. Along with the agreement please provide a signature authority and/or a resolution for the signature.

Once the attached draft signed, please return it to me electronically. After final execution, I will date the agreements and send a copy for your records. No work can take place until the contract is fully executed, and funding is provided.

Should additional information or meeting be needed, please contact me at (904) 360-5422.

Sincerely,

*Kimberly Dement*

Kimberly Dement  
District Rail Project Administrator

Enclosure



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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-7-57-01	CR-127	Baker	1 (SIG-D)	TBD

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, hereinafter called the COMPANY; and Baker, County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 458095-7-57-01, on CR-127, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SP-670.66, FDOT/AAR Crossing Number 622803A, at or near Glen Saint Mary, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advancewarning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$108,700.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$\_\_\_\_\_ credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.
3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

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

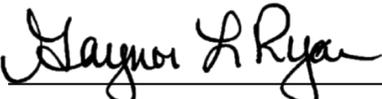
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers,  
the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Greg Evans - District Two Secretary )

COMPANY: Florida Gulf & Atlantic Railroad, LLC

BY:   
(TITLE: Chief Administration Officer/ Chief Human Resource Officer)

Baker COUNTY, FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: <u>EXEMPT FROM FHWA REVIEW</u>
Attorney - DOT      Date	Comptroller - DOT      Date	FHWA      Date

**WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-7-57-01	CR-127	BAKER	1 (SIG-D)	N/A

RAILROAD COMPANY  
Florida Gulf & Atlantic Railroad,LLC

- A. **JOB DESCRIPTION & LOCATION:** Install 6 sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans
- B. **TYPE OF ROADWAY FACILITY:** 2 way
- C. **FDOT/AAR XING NO.:** 622803A **RR MILE POST TIE:** SP-670.66
- D. **TYPE CROSSING PROPOSED:** Asphalt & Timber **Class:** III **DOT INDEX:** 17882
- E. **STATUS AND PROPOSAL:**
1. **EXISTING DEVICES** (See Agreement dated \_\_\_\_\_)
    - a.  None-New Crossing.
    - b.  Crossbuck and Disk
    - c.  Flashing Signals with Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates
    - f.  Flashing Signals with Cantilever and Gates
  2. **PROPOSED DEVICES** (Safety Index Rating \_\_\_\_\_)
    - a.  No revision required
    - b.  Crossbuck and Disk
    - c.  Flashing Signals and Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates.
    - f.  Flashing Signals with Cantilever and Gates.
    - g.  Relocate existing signal devices
      - (1)  (With-Without) addition of Gates
      - (2)  ((With-Without) synchronization with highway traffic signals
      - (3)  ((With-Without) constant warning time
- F. **COMMUNICATION AND/OR POWER LINE ADJUSTMENTS**
1.  By Others (\_\_\_\_\_ Company.)
  2.  By Railroad Company.
- G. **AUTHORITY REQUESTED** (Draft attached:  Yes  No)
1.  Agreement (Third Party Participating FGA/ Baker County/FDOT )
  2.  Supplemental Agreement No. \_\_\_\_\_
  3.  Crossing Permit
  4.  Estimate for Change Order No. \_\_\_\_\_
  5.  Letter of Authority
  6.  Letter of confirmation (No Cost to Department)
- H. **OTHER REMARKS:** Negotiations to be completed by: \_\_\_\_\_  
Negotiations to be completed by: June 2026  
Signal installation target date: December 2026  
Synchronization: (Draft attached :  Yes  No)

## **EXHIBIT B**

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

## EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**  
**ANNUAL MAINTENANCE COSTS**

725-090-41  
RAIL  
06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-7-57-01	CR-127	Baker	1 (SIG-D)	N/A

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC.

A. FDOT/AAR XING NO.: 622803A RR MILE POST TIE: SP-670.66

B. TYPE SIGNALS PROPOSED: IV CLASS: III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Crossing No: 622803A		Roadway: CR-127		RR Street:		District: 2		County: Baker	
PUBLIC HWY		AT GRADE Commercial		City: GLEN SAINT MARY IN CITY		OPEN--TRACK ACTIVE			
Rank 2025: 628		SR No.:		RR Company:		FGA		Date: 11/04/2025	
Rank 2024: 606		CR No.: CR127		Division Name: JACKSONVILLE		Team Members: FDOT: Kelli Phillips, Jordan Eady, Bryan Shelmadine, Brian Owens			
Rank 2023: 604		US No.:		Subdivision Name: TALLAHASSEE		FGA: Brian Lolley			
		Latitude: 30.250700		Branch Name: SP 850					
		Longitude: -82.270000		RR Milepost: 670.66					
Field Review Comments: Signal equipment is antiquated.									
Team Recommendations: Railroad to install 6 sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), bungalow wrap with site specific FNS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone FNS signs on break away posts to both sides of crossing									
Highway Speed:		35		Train Speed Range:		25-79			
Crossing Angle:		60-90 DEG		Max Time Table Speed:		79			
AADT:		2200 (2024)		Day Thru/Switch:		1/4			
Percent Trucks:		19 (2024)		Night Thru/Switch:		1/			
School Buses:		20 (2026)		Train Service: Freight					
Street Types:		Two-Way Street		Passenger Count/Day:		0			
Thru Lanes:		2		Train Count Date:		01/01/2016			
Aux Lanes:		0		Main Tracks:		1			
Hazmat Route?		NO		Other Tracks:		(1) Spur/Lead			
Emergency Services Route?		YES		Train Signals?		YES			
Emergency Notification Signs:		YES		Train Signal Proximity:		YES			
Crossbuck(4x4 post):		0		Train Detection:		Motion Detection			
Crossbuck Sign:		2		Event Recorder?		Y			
Stop Sign:		0		Number of Bells:		2			
Yield Sign:		0		Post Mounted Flashing Lights:		2			
Low Ground Clearance Signs:		0		Roadway Gate Count:		2			
Exempt Signs:				Pedestrian Gate Count:		0			
Trespass Signs:		NO		Gates:		2 Quad			
W10-1		0		W8-1		0			
W10-2		1		W10-8		0			
W10-3		0		W10-9		0			
W10-4		0		W10-9P		0			
W10-11		0		W10-11a		0			
W10-12		0		W10-11b		0			
R3-1a		0		W10-13P		0			
R3-2a		0		W10-14P		0			
R8-8		0		W10-14aP		0			
R8-9		0		W10-15P		0			
R8-10		0		Slow		0			
R8-10a		0		W10-1w/Beacon		0			
R10-6		0		LED Signs		0			
Surface Installment Date:				12" Count:		6			
Surface Type:		ASPHALT AND TIMBER		LED Count:		0			
Pvmt Mrk:				Install - Upgrade:		-- 09/10/2008			
Surface Condition:		EXCELLENT		Maintenance Responsibility:		COUNTY			
Approach:		A = Smooth		Roadway Paved:		YES			
Vehicle Reaction:		C = Shaking		Tracks run down street?		NO			
Driver Reaction:		C = Most drivers slow down		Sidewalks on Crossing Approach?		YES			
Rail/Pad Movement:		erosion / Some Movement		Sidewalks Thru Crossing?		NO			
Incident History: 10/2016, 08/2002				Crossing illuminated?		NO			
				Commerical Power?		YES			
				Alternative Power?		YES			
Recommended Warning Device: FL & G & P									

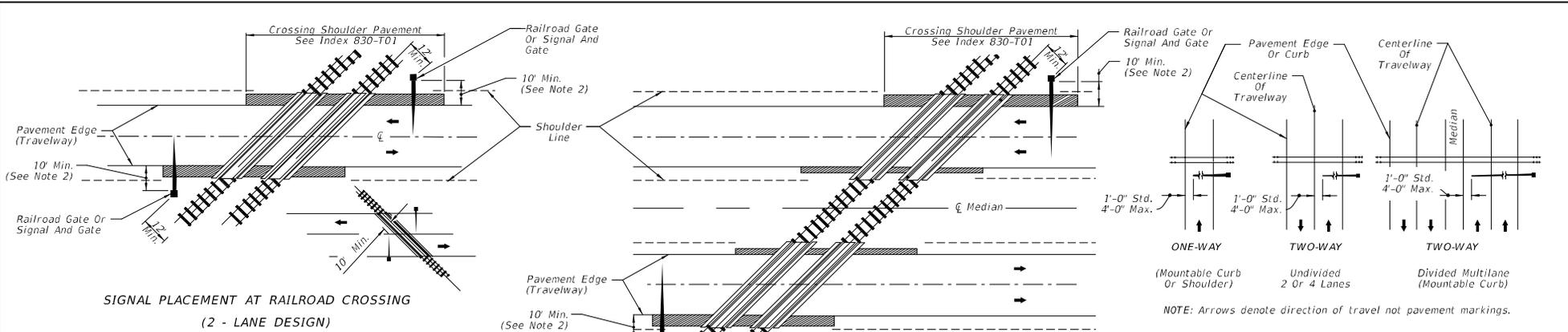


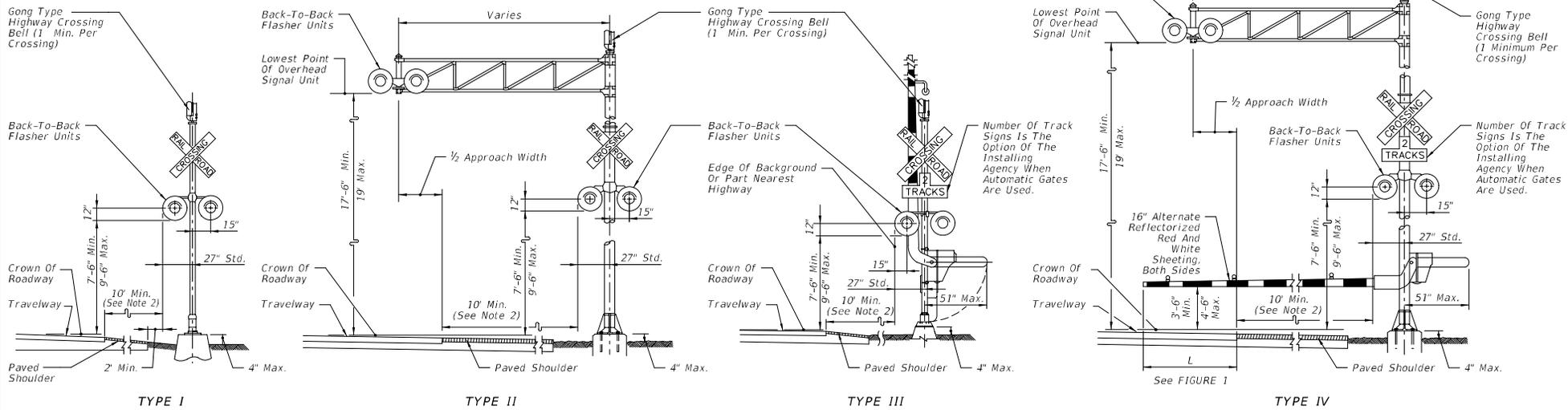
FIGURE 1

GENERAL NOTES:

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in Plans or Specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
  - Flashing warning devices
  - Flashing warning devices with cantilever
  - Flashing warning devices with gate
  - Flashing warning devices with cantilever and gate
  - Gate
- Class of traffic control devices (Not Shown)
  - 2 Quadrant flashing warning devices-one track
  - 2 Quadrant flashing warning devices-multiple tracks
  - 2 Quadrant flashing warning devices and gates-one track
  - 2 Quadrant flashing warning devices and gates-multiple tracks
  - 3-4 Quadrant flashing warning devices and gates-one track
  - 3-4 Quadrant flashing warning devices and gates-multiple tracks

NOTE:

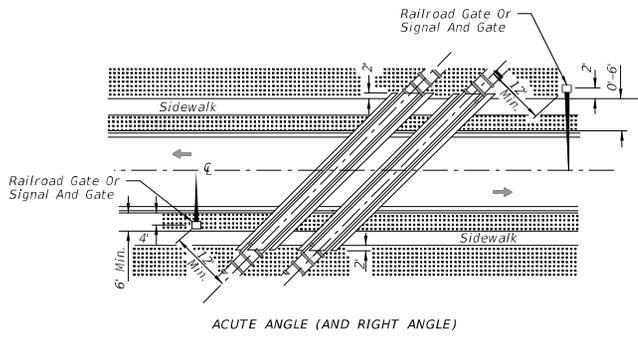
- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
- When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



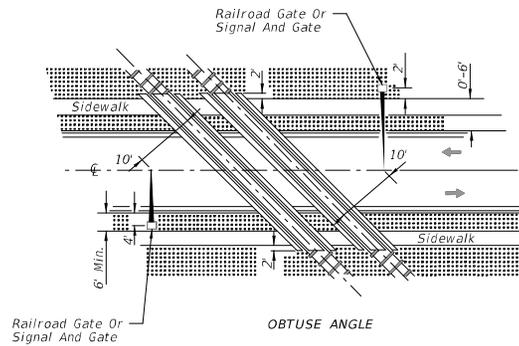
TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY

LAST REVISION 11/01/23	DESCRIPTION:	FY 2025-26 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 1 of 3
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9/10/2024 P11117 PM



ACUTE ANGLE (AND RIGHT ANGLE)



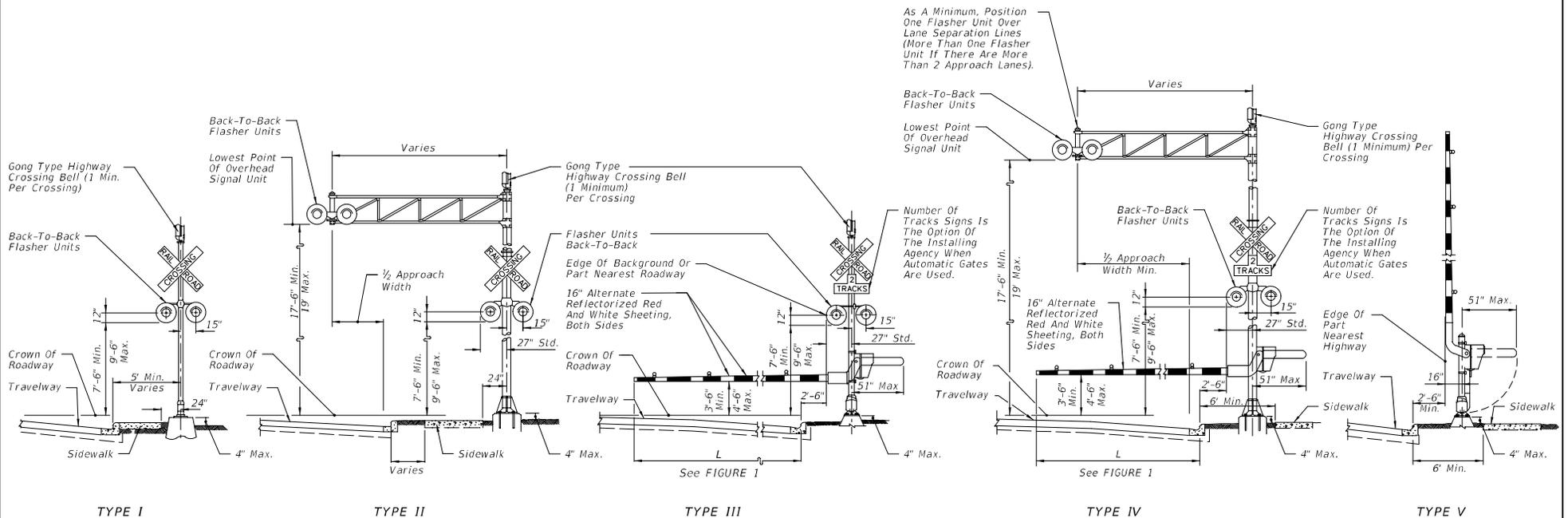
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

**NOTES:**

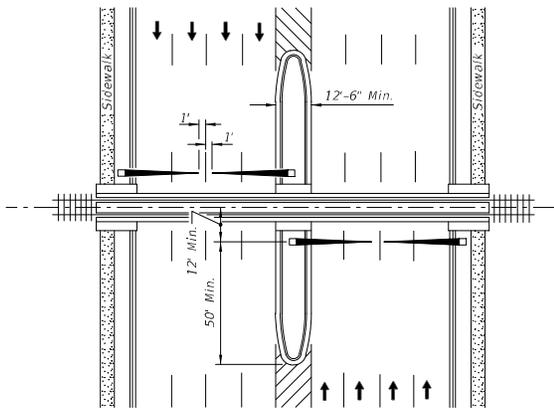
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



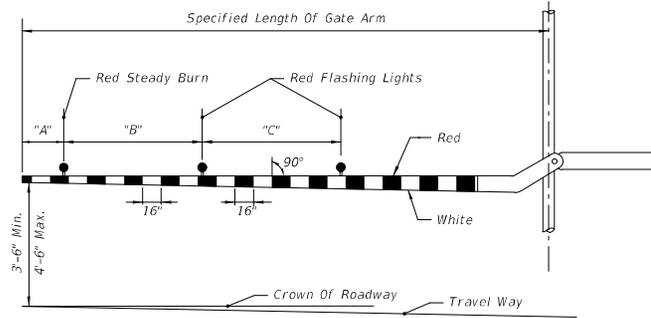
TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

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LAST REVISION 11/01/23	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>	INDEX 509-070	SHEET 2 of 3
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PLAN

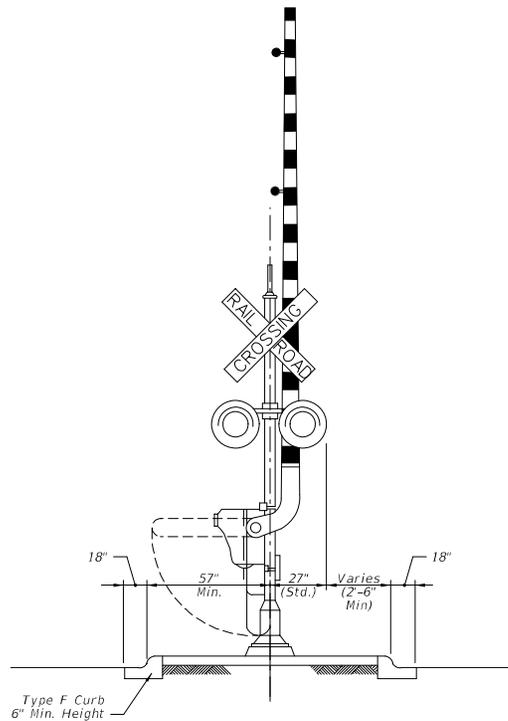


GATE ARM DETAIL

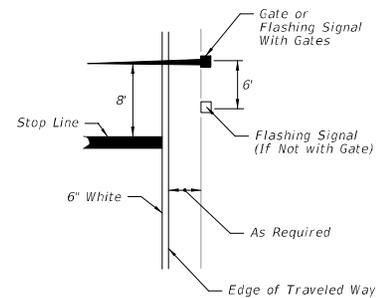
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

**NOTE:**

For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS  
(Three or More Driving Lanes in one Direction, 45 mph or less)

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LAST REVISION 11/01/23	REVISION	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING          TRAFFIC CONTROL DEVICES</b>	INDEX <b>509-070</b>	SHEET <b>3 of 3</b>
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**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Chris Lee **Department:** Public Works

1. Nature and purpose of this agenda item:  
Resolution 2026-05 FDOT Funding Agreement for railroad crossing at CR231.  
Improvements include- six (6) sets of LEDs, high wind gates and brackets, new batteries and chargers  
train detection, bungalow wrap, R8-8 Signs with Fine, ENS signs and breakaway posts. Funding solely by FDOT  
however, work does require County approval.

2. Recommended Motion/Action:  
Approve Resolution 2026-05 and accompanying funding agreement.  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: ASAP

5. Fiscal Impact Questions:  
Is this item included in the current budget? NA  
\_\_\_\_\_  
If item is grant related, is there a County match requirement? NA  
\_\_\_\_\_  
Explain the procurement process for this request (attach necessary documentation): NA  
\_\_\_\_\_

**RESOLUTION 2026-05**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF FUNDING AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #458095-5-57-01.**

**WHEREAS**, the Florida Department of Transportation desires the execution of a State Funded Agreement to install 6 sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 track), R8-8 signs with \$500 minimum fine signs, standalone ENS signs that break away posts to both sides of crossing, and include updated circuitry plans for CR-231.

**NOW, THEREFORE, BE IT RESOLVED** this 3<sup>rd</sup> day of March 2026 by the Board of County Commissioners of Baker County, Florida, that the County Manager of the Board of County Commissioners is hereby authorized to execute the Supplemental Funding Agreement between the Baker County Board of Commissioners and the Florida Department of Transportation for Financial Project ID: 458095-5-57-01.

**BOARD OF COUNTY COMMISSIONERS  
OF BAKER COUNTY, FLORIDA**

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**Ronald Mann, Chairman**

**ATTEST:**

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**Stacie D. Harvey, Clerk**



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

2198 Edison Avenue, MS 2806  
Jacksonville, Florida 32204

JARED W. PERDUE, P.E.  
SECRETARY

February 17, 2026

Mr. Jimmy Anderson  
County Manager  
Baker County  
Transmitted electronically via Email

Project ID No.: 458095-5-57-01  
Road Name – CR-231, FAP No.: TBD  
Baker County, Parcel No.: 1 (SIG-D)  
Crossing No. 622814M; RRMP: SP-680.61

The Department proposes the installation of six (6) sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing and include updated circuitry plans. Installation of signal upgrades does not change any future annual signal maintenance at this location.

The project is presently scheduled for completion of negotiations by March 2026. Your cooperation towards having the agreement authorized prior to that date will be appreciated. Along with the agreement, please provide a signature authority and/or a resolution for the signature.

Once the attached draft is signed, please return it to me electronically. After final execution, I will date the agreements and send a copy for your records. No work can take place until the contract is fully executed, and funding is provided.

Should additional information or meeting be needed, please contact me at (904) 360-5422.

Sincerely,

*Kimberly Dement*

Kimberly Dement  
District Rail Project Administrator

Enclosure



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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-5-57-01	CR-231	Baker	1 (SIG-D)	TBD

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, hereinafter called the COMPANY; and Baker, County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 458095-5-57-01, on CR-231, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SP-680.61, FDOT/AAR Crossing Number 622814M, at or near Olustee, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advancewarning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$122,600.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$\_\_\_\_\_ credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.
3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

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

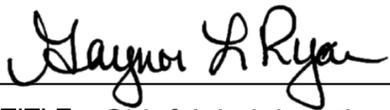
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers,  
the day and year first above written.

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Greg Evans - District Two Secretary )

COMPANY: Florida Gulf & Atlantic Railroad, LLC

BY:   
(TITLE: Chief Administration Officer/ Chief Human Resource Officer)

Baker COUNTY, FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

Legal Review

BY: \_\_\_\_\_  
Attorney - DOT                      Date

Approved as to Funds Available

BY: \_\_\_\_\_  
Comptroller - DOT                      Date

Approved as to FAPG Requirements

BY: EXEMPT FROM FHWA REVIEW  
FHWA                                      Date

**WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-5-57-01	CR-231	BAKER	1 (SID-D)	TBD

## RAILROAD COMPANY

Florida Gulf &amp; Atlantic Railroad, LLC.

- A. JOB DESCRIPTION & LOCATION: Install 6 sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans
- B. TYPE OF ROADWAY FACILITY: 2 way
- C. FDOT/AAR XING NO.: 622814M RR MILE POST TIE: SP-680.61
- D. TYPE CROSSING PROPOSED: Asphalt & Timber Class: III DOT INDEX: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated \_\_\_\_\_)
    - a.  None-New Crossing.
    - b.  Crossbuck and Disk
    - c.  Flashing Signals with Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates
    - f.  Flashing Signals with Cantilever and Gates
  2. PROPOSED DEVICES (Safety Index Rating \_\_\_\_\_)
    - a.  No revision required
    - b.  Crossbuck and Disk
    - c.  Flashing Signals and Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates.
    - f.  Flashing Signals with Cantilever and Gates.
    - g.  Relocate existing signal devices
      - (1)  (With-Without) addition of Gates
      - (2)  ((With-Without) synchronization with highway traffic signals
      - (3)  ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1.  By Others (\_\_\_\_ Company.)
  2.  By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached:  Yes  No)
1.  Agreement (Third Party Participating FGA/ Baker County/FDOT )
  2.  Supplemental Agreement No. \_\_\_\_\_
  3.  Crossing Permit
  4.  Estimate for Change Order No. \_\_\_\_\_
  5.  Letter of Authority
  6.  Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: \_\_\_\_\_

Negotiations to be completed by: June 2026Signal installation target date: December 2026Synchronization: (Draft attached :  Yes  No)

## **EXHIBIT B**

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

## EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**  
**ANNUAL MAINTENANCE COSTS**

725-090-41  
RAIL  
06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-5-57-01	CR-231	Baker	1 (SIG-D)	TBD

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC.

A. FDOT/AAR XING NO.: 622814M RR MILE POST TIE: SP-680.61

B. TYPE SIGNALS PROPOSED: IV CLASS: III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
Public Railroad-Highway Grade Crossing Costs

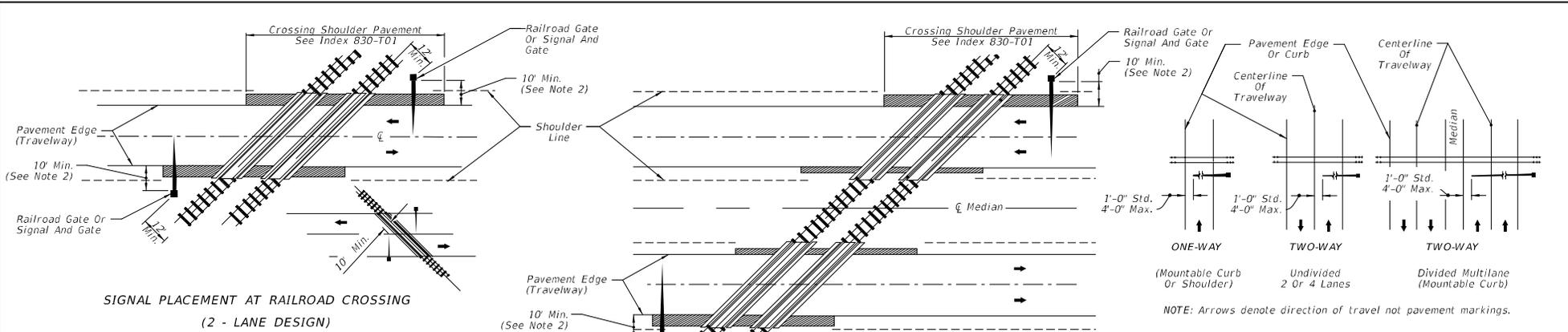
EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Crossing No: 622814M		Roadway: CR-231		RR Street:		District: 2		County: Baker			
PUBLIC		HWY		AT GRADE Residential		City: OLUSTEE		IN CITY OPEN--TRACK ACTIVE			
Rank 2025: 1729		SR No.:		RR Company:		FGA		Date: 11/04/2025			
Rank 2024: 2072		CR No.: CR231		Division Name: JACKSONVILLE				Team Members: FDOT: Kelli Phillips, Jordan Eady, Bryan Shelmadine, Brian Owens			
Rank 2023: 2053		US No.:		Subdivision Name: TALLAHASSEE				FGA: Brian Lolley			
		Latitude: 30.204700		Branch Name: SP 850							
		Longitude: -82.430000		RR Milepost: 680.61							
Field Review Comments: Signal equipment is antiquated.											
Team Recommendations: Railroad to install 6 sets of LEDs (assemblies/light units), high wind gates and brackets, new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans.											
Highway Speed:		25		<input type="checkbox"/>		Train Speed Range:		10-79		<input type="checkbox"/>	
Crossing Angle:		60-90 DEG		<input type="checkbox"/>		Max Time Table Speed:		79		<input type="checkbox"/>	
AADT:		350 (2024)		<input type="checkbox"/>		Day Thru/Switch:		2/2		<input type="checkbox"/>	
Percent Trucks:		19 (2024)		<input type="checkbox"/>		Night Thru/Switch:		3/		<input type="checkbox"/>	
School Buses:		1 (2026)		<input type="checkbox"/>		Train Service: Freight				<input type="checkbox"/>	
Street Types:		Two-Way Street		<input type="checkbox"/>		Passenger Count/Day:		0		<input type="checkbox"/>	
Thru Lanes:		2		<input type="checkbox"/>		Train Count Date:		01/01/2017		<input type="checkbox"/>	
Aux Lanes:		0		<input type="checkbox"/>		Main Tracks:		1		<input type="checkbox"/>	
Hazmat Route?		NO		<input type="checkbox"/>		Other Tracks:		(1) Spur/Lead		<input type="checkbox"/>	
Emergency Services Route?		YES		<input type="checkbox"/>						<input type="checkbox"/>	
Emergency Notification Signs:		YES		<input type="checkbox"/>		Train Signals?		YES		<input type="checkbox"/>	
Crossbuck(4x4 post):		0		<input type="checkbox"/>		Train Signal Proximity:		YES		<input type="checkbox"/>	
Crossbuck Sign:		2		<input type="checkbox"/>		Train Detection:		Constant Warning Time		<input type="checkbox"/>	
Stop Sign:		0		<input type="checkbox"/>		Event Recorder?		N		<input type="checkbox"/>	
Yield Sign:		0		<input type="checkbox"/>		Number of Bells:		3		<input type="checkbox"/>	
Low Ground Clearance Signs:		0		<input type="checkbox"/>		Post Mounted Flashing Lights:		2		<input type="checkbox"/>	
Exempt Signs:				<input type="checkbox"/>		Backlights, Incandescent				<input type="checkbox"/>	
Trespass Signs:		NO		<input type="checkbox"/>		Roadway Gate Count:		2		<input type="checkbox"/>	
W10-1		1		<input type="checkbox"/>		Pedestrian Gate Count:		0		<input type="checkbox"/>	
W10-2		0		<input type="checkbox"/>		Gates:		2 Quad		<input type="checkbox"/>	
W10-3		0		<input type="checkbox"/>		Cantilevered Flashing Over Traffic:		1		<input type="checkbox"/>	
W10-4		0		<input type="checkbox"/>		Incandescent				<input type="checkbox"/>	
W10-11		0		<input type="checkbox"/>		Cantilevered Flashing Not Over Traffic:		0		<input type="checkbox"/>	
W10-12		0		<input type="checkbox"/>		Intersecting Roadway?		YES		<input type="checkbox"/>	
R3-1a		0		<input type="checkbox"/>		Signalized?		YES		<input type="checkbox"/>	
R3-2a		0		<input type="checkbox"/>		Interconnection:				<input type="checkbox"/>	
R8-8		0		<input type="checkbox"/>		Traffic Signals Controlling?		N		<input type="checkbox"/>	
R8-9		0		<input type="checkbox"/>		Preemption:				<input type="checkbox"/>	
R8-10		0		<input type="checkbox"/>		Does traffic queue across the tracks?		NO		<input type="checkbox"/>	
R8-10a		0		<input type="checkbox"/>		Traffic Pre-Signals?		NO		<input type="checkbox"/>	
R10-6		0		<input type="checkbox"/>		8" Count:		0		<input type="checkbox"/>	
Surface Installment Date:				<input type="checkbox"/>		12" Count:		6		<input type="checkbox"/>	
Surface Type:		ASPHALT AND TIMBER		<input type="checkbox"/>		LED Count:		0		<input type="checkbox"/>	
Pvmt Mrk:				<input type="checkbox"/>		Install - Upgrade:		-- 06/06/1988		<input type="checkbox"/>	
Surface Condition:		EXCELLENT		<input type="checkbox"/>		Maintenance Responsibility:		COUNTY		<input type="checkbox"/>	
Approach:		B = Uneven		<input type="checkbox"/>		Roadway Paved:		YES		<input type="checkbox"/>	
Vehicle Reaction:		C = Shaking		<input type="checkbox"/>		Tracks run down street?		NO		<input type="checkbox"/>	
Driver Reaction:		C = Most drivers slow down		<input type="checkbox"/>		Sidewalks on Crossing Approach?		NO		<input type="checkbox"/>	
Rail/Pad Movement:		erosion / Some Movement		<input type="checkbox"/>		Sidewalks Thru Crossing?		N/A		<input type="checkbox"/>	
Incident History:				<input type="checkbox"/>		Crossing illuminated?		NO		<input type="checkbox"/>	
				<input type="checkbox"/>		Commerical Power?		YES		<input type="checkbox"/>	
				<input type="checkbox"/>		Alternative Power?		YES		<input type="checkbox"/>	
Recommended Warning Device: FL & G & P											



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)**

**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)**

**ONE-WAY**  
(Mountable Curb Or Shoulder)

**TWO-WAY**  
Undivided  
2 Or 4 Lanes

**TWO-WAY**  
Divided Multilane  
(Mountable Curb)

NOTE: Arrows denote direction of travel not pavement markings.

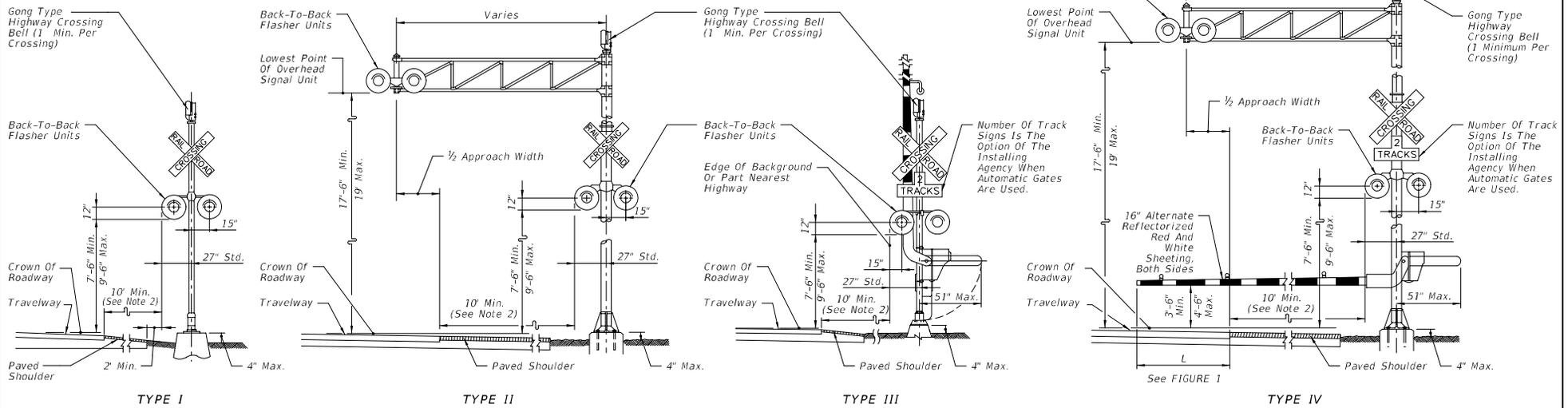
**FIGURE 1**

**GENERAL NOTES:**

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in Plans or Specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
  - Flashing warning devices
  - Flashing warning devices with cantilever
  - Flashing warning devices with gate
  - Flashing warning devices with cantilever and gate
  - Gate
- Class of traffic control devices (Not Shown)
  - 2 Quadrant flashing warning devices-one track
  - 2 Quadrant flashing warning devices-multiple tracks
  - 2 Quadrant flashing warning devices and gates-one track
  - 2 Quadrant flashing warning devices and gates-multiple tracks
  - 3-4 Quadrant flashing warning devices and gates-one track
  - 3-4 Quadrant flashing warning devices and gates-multiple tracks

**NOTE:**

- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
- When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



**TYPE I**

**TYPE II**

**TYPE III**

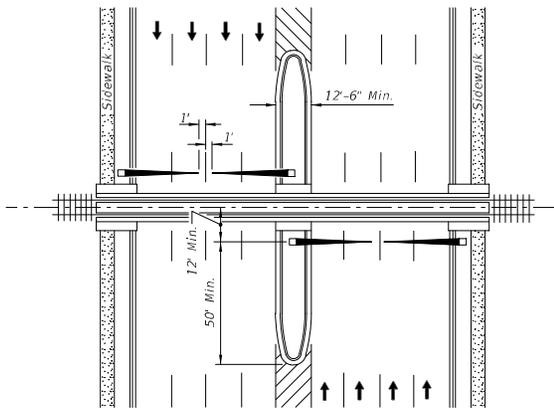
**TYPE IV**

**TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY**

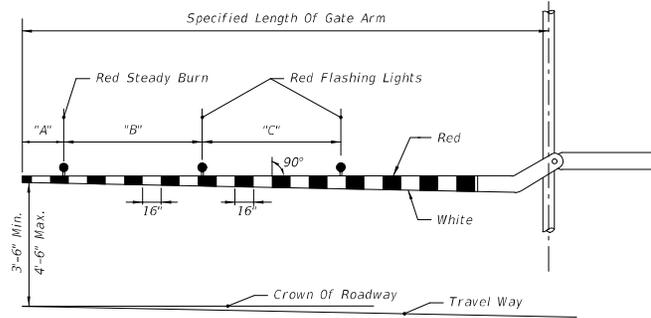
9/10/2024 P11117 PM

LAST REVISION 11/01/23	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>	INDEX 509-070	SHEET 1 of 3
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PLAN

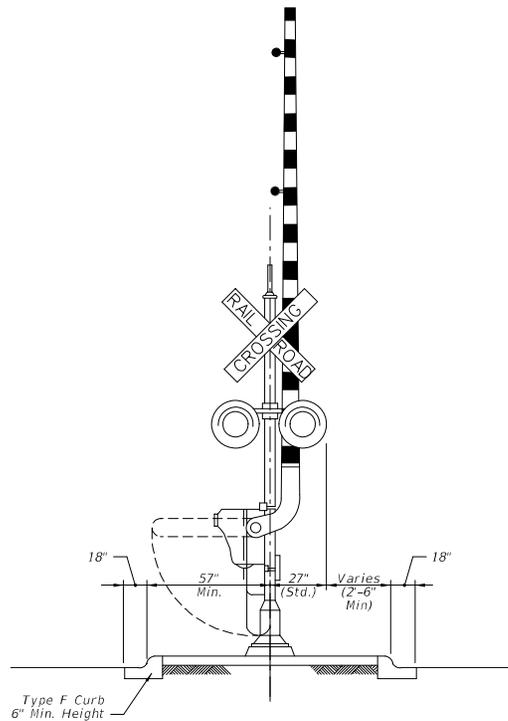


GATE ARM DETAIL

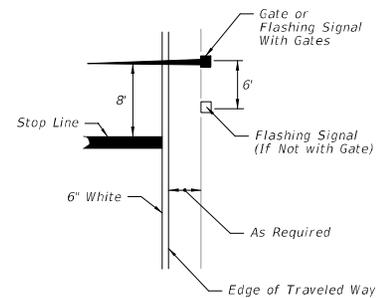
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

**NOTE:**

For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS  
(Three or More Driving Lanes in one Direction, 45 mph or less)

9/10/2024 1:11:26 PM

LAST REVISION 11/01/23	REVISION	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX 509-070	SHEET 3 of 3
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**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Chris Lee **Department:** Public Works

1. Nature and purpose of this agenda item:  
Resolution 2026-06 FDOT Funding Agreement for railroad crossing at Shaw Street.  
Improvements include- six (6) sets of LEDs, high wind gates and brackets, new batteries and chargers  
train detection, bungalow wrap, R8-8 Signs with Fine, ENS signs and breakaway posts. Funding solely by FDOT  
however, work does require County approval.

2. Recommended Motion/Action:  
Approve Resolution 2026-06 and accompanying funding agreement.  
\_\_\_\_\_  
\_\_\_\_\_

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: ASAP

5. Fiscal Impact Questions:  
  
Is this item included in the current budget? NA  
\_\_\_\_\_  
  
If item is grant related, is there a County match requirement? NA  
\_\_\_\_\_  
  
Explain the procurement process for this request (attach necessary documentation): NA  
\_\_\_\_\_

**RESOLUTION 2026-06**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF FUNDING AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #458095-6-57-01.**

**WHEREAS**, the Florida Department of Transportation desires the execution of a State Funded Agreement to install 2 flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection (2 track), R8-8 signs with \$500 minimum fine signs, standalone ENS signs that break away posts to both sides of crossing, and include updated circuitry plans for Shaw St.

**NOW, THEREFORE, BE IT RESOLVED** this 3<sup>rd</sup> day of March 2026 by the Board of County Commissioners of Baker County, Florida, that the County Manager of the Board of County Commissioners is hereby authorized to execute the Supplemental Funding Agreement between the Baker County Board of Commissioners and the Florida Department of Transportation for Financial Project ID: 458095-6-57-01.

**BOARD OF COUNTY COMMISSIONERS  
OF BAKER COUNTY, FLORIDA**

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**Ronald Mann, Chairman**

**ATTEST:**

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**Stacie D. Harvey, Clerk**



## *Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

2198 Edison Avenue, MS 2806  
Jacksonville, Florida 32204

JARED W. PERDUE, P.E.  
SECRETARY

February 17, 2026

Mr. Jimmy Anderson  
County Manager  
Baker County  
Transmitted electronically via Email

Project ID No.: 458095-6-57-01  
Road Name – Shaw St., FAP No.: TBD  
Baker County, Parcel No.: 1 (SIG-D)  
Crossing No. 622816B; RRMP: SP-680.86

The Department proposes the installation of two (2) new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break-away posts to both sides of crossing, and include updated circuitry plans. Installation of signal upgrades does not change the future annual signal maintenance at this location.

The project is presently scheduled for completion of negotiations by March 2026. Your cooperation towards having the agreement authorized prior to that date will be appreciated. Along with the agreement, please provide a signature authority and/or a resolution for the signature.

Once the attached draft is signed, please return it to me electronically. After final execution, I will date the agreements and send a copy for your records. No work can take place until the contract is fully executed, and funding is provided.

Should additional information or meeting be needed, please contact me at (904) 360-5422.

Sincerely,

*Kimberly Dement*

Kimberly Dement  
District Rail Project Administrator

Enclosure



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



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-6-57-01	Shaw St	Baker	1 (SIG-D)	TBD

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, hereinafter called the COMPANY; and Baker, County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 458095-6-57-01, on Shaw St, which crosses at grade the right of way and tracks of the COMPANY'S Milepost SP-680.86, FDOT/AAR Crossing Number 622816B, at or near Olustee, as shown on DEPARTMENT'S Plan Sheet No. N/A, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class IV and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the COUNTY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

4. Unless otherwise agreed upon herein, the COUNTY agrees to ensure that at the crossing the advancewarning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$135,900.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$ , as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned  will  will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) \_\_\_\_\_% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be \_\_\_\_\_. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$\_\_\_\_\_ credited for  betterment  expired service life  
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.
3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and
4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES – COUNTY**

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

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

Remainder of this page was intentionally left blank

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

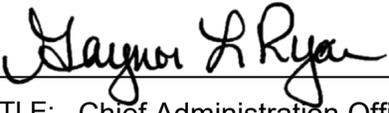
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(TITLE: Greg Evans - District Two Secretary )

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COMPANY: Florida Gulf & Atlantic Railroad, LLC

BY:   
(TITLE: Chief Administration Officer/ Chief Human Resource Officer)

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Baker COUNTY, FLORIDA

BY: \_\_\_\_\_  
(TITLE: \_\_\_\_\_ )

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Legal Review	Approved as to Funds Available	Approved as to FAPG Requirements
BY: _____	BY: _____	BY: <u>EXEMPT FROM FHWA REVIEW</u>
Attorney - DOT      Date	Comptroller - DOT      Date	FHWA      Date

**WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-6-57-01	Shaw St	BAKER	1 (SIG-D)	TBD

## RAILROAD COMPANY

Florida Gulf &amp; Atlantic Railroad, LLC.

- A. JOB DESCRIPTION & LOCATION: Install 2 new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans
- B. TYPE OF ROADWAY FACILITY: 2 way
- C. FDOT/AAR XING NO.: 622816B RR MILE POST TIE: SP-680.86
- D. TYPE CROSSING PROPOSED: Asphalt & Timber Class: III DOT INDEX: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated \_\_\_\_\_)
    - a.  None-New Crossing.
    - b.  Crossbuck and Disk
    - c.  Flashing Signals with Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates
    - f.  Flashing Signals with Cantilever and Gates
  2. PROPOSED DEVICES (Safety Index Rating \_\_\_\_\_)
    - a.  No revision required
    - b.  Crossbuck and Disk
    - c.  Flashing Signals and Disk
    - d.  Flashing Signals with Cantilever
    - e.  Flashing Signals with Gates.
    - f.  Flashing Signals with Cantilever and Gates.
    - g.  Relocate existing signal devices
      - (1)  (With-Without) addition of Gates
      - (2)  ((With-Without) synchronization with highway traffic signals
      - (3)  ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1.  By Others (\_\_\_\_ Company.)
  2.  By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached:  Yes  No)
1.  Agreement (Third Party Participating FGA/ Baker County/FDOT )
  2.  Supplemental Agreement No. \_\_\_\_\_
  3.  Crossing Permit
  4.  Estimate for Change Order No. \_\_\_\_\_
  5.  Letter of Authority
  6.  Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: \_\_\_\_\_

Negotiations to be completed by: June 2026Signal installation target date: December 2026Synchronization: (Draft attached :  Yes  No)

## **EXHIBIT B**

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

## EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES**  
**ANNUAL MAINTENANCE COSTS**

725-090-41  
RAIL  
06/21

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
458095-6-57-01	Shaw St	Baker	1 (SIG-D)	TBD

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC.

A. FDOT/AAR XING NO.: 622816B RR MILE POST TIE: SP-680.86

B. TYPE SIGNALS PROPOSED: IV CLASS: III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC  
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	2-Quadrant Flashing Lights with One Track	\$2,608.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,451.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,934.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,940.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,777.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$9,759.00

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011  
Public Railroad-Highway Grade Crossing Costs

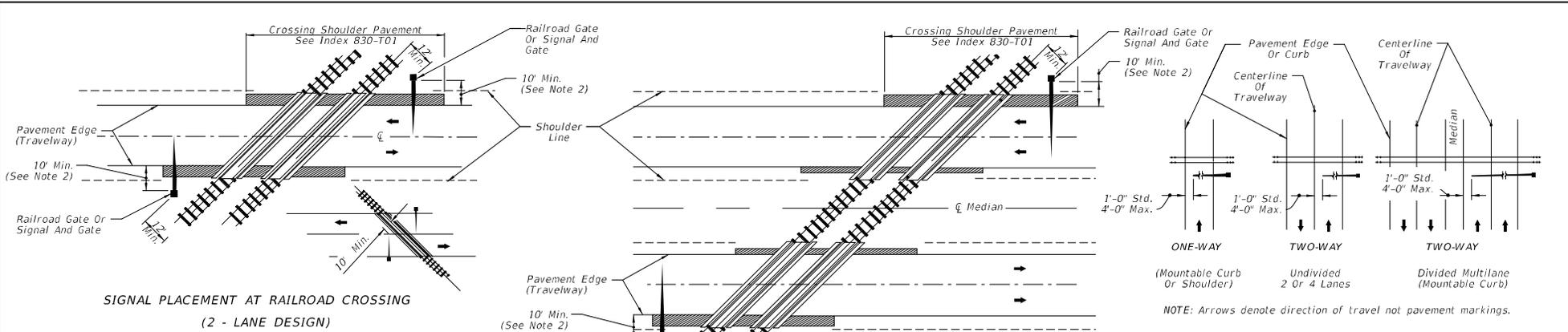
EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

\*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Crossing No: 622816B		Roadway: SHAW ST		RR Street:		District: 2 County: Baker	
PUBLIC	HWY	AT GRADE	Residential	City: OLUSTEE	IN CITY	OPEN--TRACK ACTIVE	
Rank 2025:	1685	SR No.:		RR Company:	FGA	Date: 11/04/2025	
Rank 2024:	1743	CR No.:		Division Name:	JACKSONVILLE	Team Members: FDOT: Kelli	
Rank 2023:	1734	US No.:		Subdivision Name:	TALLAHASSEE	Philips, Jordan Eady, Bryan	
		Latitude:	30.204400	Branch Name:	SP 850	Shelmadine, Brian Owens	
		Longitude:	-82.430000	RR Milepost:	680.86	FGA: Brian Lolley	
Field Review Comments: Signal equipment is antiquated.							
County to refresh stop bars							
Team Recommendations: Railroad to install 2 new flashing light & gate masts with high wind gates and brackets,							
new batteries and chargers, train detection (2 tracks), R8-8 signs with \$500 minimum fine signs, standalone ENS							
signs on break away posts to both sides of crossing, and include updated circuitry plans							
Highway Speed:	25	<input type="checkbox"/>		Train Speed Range:	10-79	<input type="checkbox"/>	
Crossing Angle:	60-90 DEG	<input type="checkbox"/>		Max Time Table Speed:	79	<input type="checkbox"/>	
AADT:	82 (2011)	<input type="checkbox"/>		Day Thru/Switch:	2/2	<input type="checkbox"/>	
Percent Trucks:	0 (2009)	<input type="checkbox"/>		Night Thru/Switch:	3/	<input type="checkbox"/>	
School Buses:	5 (2026)	<input type="checkbox"/>		Train Service: Freight		<input type="checkbox"/>	
Street Types:	Two-Way Street	<input type="checkbox"/>		Passenger Count/Day:	0	<input type="checkbox"/>	
Thru Lanes:	2	<input type="checkbox"/>		Train Count Date:	01/01/2017	<input type="checkbox"/>	
Aux Lanes:	0	<input type="checkbox"/>		Main Tracks:	1	<input type="checkbox"/>	
Hazmat Route?	NO	<input type="checkbox"/>		Other Tracks:	(1) Siding	<input type="checkbox"/>	
Emergency Services Route?	YES	<input type="checkbox"/>		Train Signals?	YES	<input type="checkbox"/>	
Emergency Notification Signs:	YES	<input type="checkbox"/>		Train Signal Proximity:	YES	<input type="checkbox"/>	
Crossbuck(4x4 post):	0	<input type="checkbox"/>		Train Detection:	Constant Warning Time	<input type="checkbox"/>	
Crossbuck Sign:	2	<input type="checkbox"/>		Event Recorder?	N	<input type="checkbox"/>	
Stop Sign:	0	<input type="checkbox"/>		Number of Bells:	2	<input type="checkbox"/>	
Yield Sign:	0	<input type="checkbox"/>		Post Mounted Flashing Lights:	2	<input type="checkbox"/>	
Low Ground Clearance Signs:	0	<input type="checkbox"/>		Backlights, Incandescent		<input type="checkbox"/>	
Exempt Signs:		<input type="checkbox"/>		Roadway Gate Count:	2	<input type="checkbox"/>	
Trespass Signs:	NO	<input type="checkbox"/>		Pedestrian Gate Count:	0	<input type="checkbox"/>	
W10-1	0	R10-6a	0	W8-1	0	Gates:	2 Quad
W10-2	0	R11-2	0	W10-8	0	Cantilevered Flashing Over Traffic:	0
W10-3	2	R15-2P	2	W10-9	0	Cantilevered Flashing Not Over Traffic:	0
W10-4	0	R15-6	0	W10-9P	0	Intersecting Roadway?	YES
W10-11	0	R15-6a	0	W10-11a	0	Signalized?	NO
W10-12	0	R15-7	0	W10-11b	0	Interconnection:	
R3-1a	0	R15-7a	0	W10-13P	0	Traffic Signals Controlling?	N
R3-2a	0	R15-8	0	W10-14P	0	Preemption:	
R8-8	0	Pvt Crossing	0	W10-14aP	0	Does traffic queue across the tracks?	NO
R8-9	0	Look Out	0	W10-15P	0	Traffic Pre-Signals?	NO
R8-10	0	R8-8 w/Beacon	0	Slow	0	8" Count:	0
R8-10a	0	W3-1		W10-1w/Beacon	0	12" Count:	4
R10-6	0	W3-3		LED Signs	0	LED Count:	0
Surface Installment Date:		<input type="checkbox"/>		Install - Upgrade:	-- 08/03/1988	<input type="checkbox"/>	
Surface Type:	ASPHALT AND TIMBER	<input type="checkbox"/>		Maintenance Responsibility:	COUNTY	<input type="checkbox"/>	
Pvmt Mrk:		<input type="checkbox"/>		Roadway Paved:	YES	<input type="checkbox"/>	
Surface Condition:	EXCELLENT	<input type="checkbox"/>		Tracks run down street?	NO	<input type="checkbox"/>	
Approach:	B = Uneven	<input type="checkbox"/>		Sidewalks on Crossing Approach?	NO	<input type="checkbox"/>	
Vehicle Reaction:	B = Vibrating	<input type="checkbox"/>		Sidewalks Thru Crossing?	N/A	<input type="checkbox"/>	
Driver Reaction:	C = Most drivers slow down	<input type="checkbox"/>		Crossing illuminated?	NO	<input type="checkbox"/>	
Rail/Pad Movement:	erosion / Some Movement	<input type="checkbox"/>		Commerical Power?	YES	<input type="checkbox"/>	
Incident History:		<input type="checkbox"/>		Alternative Power?	YES	<input type="checkbox"/>	
				Recommended Warning Device: FL & G			



**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 - LANE DESIGN)**

**SIGNAL PLACEMENT AT RAILROAD CROSSING  
(4 - LANE DESIGN)**

**ONE-WAY**  
(Mountable Curb Or Shoulder)

**TWO-WAY**  
Undivided  
2 Or 4 Lanes

**TWO-WAY**  
Divided Multilane  
(Mountable Curb)

NOTE: Arrows denote direction of travel not pavement markings.

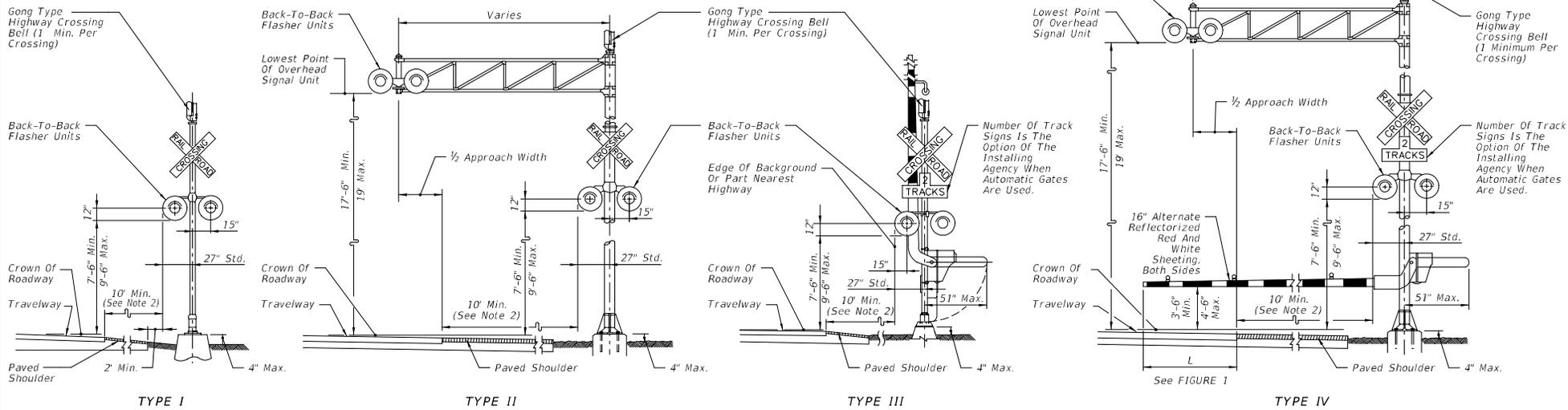
**FIGURE 1**

**GENERAL NOTES:**

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in Plans or Specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
  - Flashing warning devices
  - Flashing warning devices with cantilever
  - Flashing warning devices with gate
  - Flashing warning devices with cantilever and gate
  - Gate
- Class of traffic control devices (Not Shown)
  - 2 Quadrant flashing warning devices-one track
  - 2 Quadrant flashing warning devices-multiple tracks
  - 2 Quadrant flashing warning devices and gates-one track
  - 2 Quadrant flashing warning devices and gates-multiple tracks
  - 3-4 Quadrant flashing warning devices and gates-one track
  - 3-4 Quadrant flashing warning devices and gates-multiple tracks

**NOTE:**

- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
- When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.



**TYPE I**

**TYPE II**

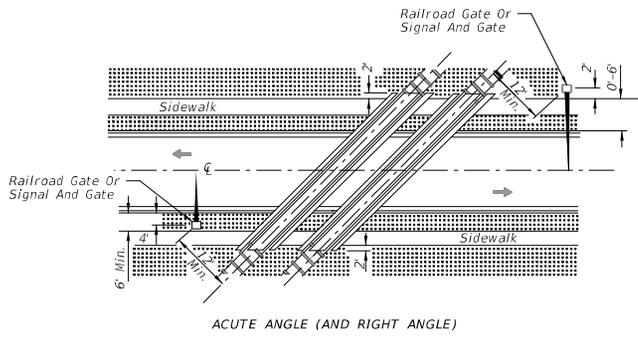
**TYPE III**

**TYPE IV**

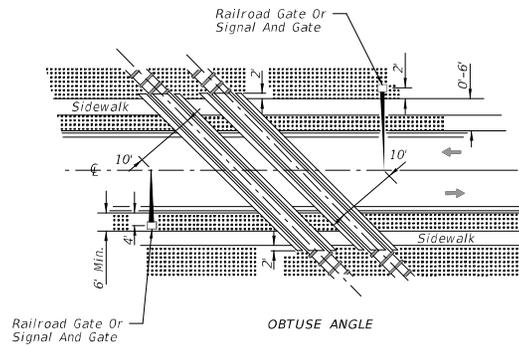
**TRAFFIC CONTROL DEVICES FOR FLUSH SHOULDER ROADWAY**

9/10/2024 P11117 PM

LAST REVISION 11/01/23	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</b>	INDEX 509-070	SHEET 1 of 3
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ACUTE ANGLE (AND RIGHT ANGLE)



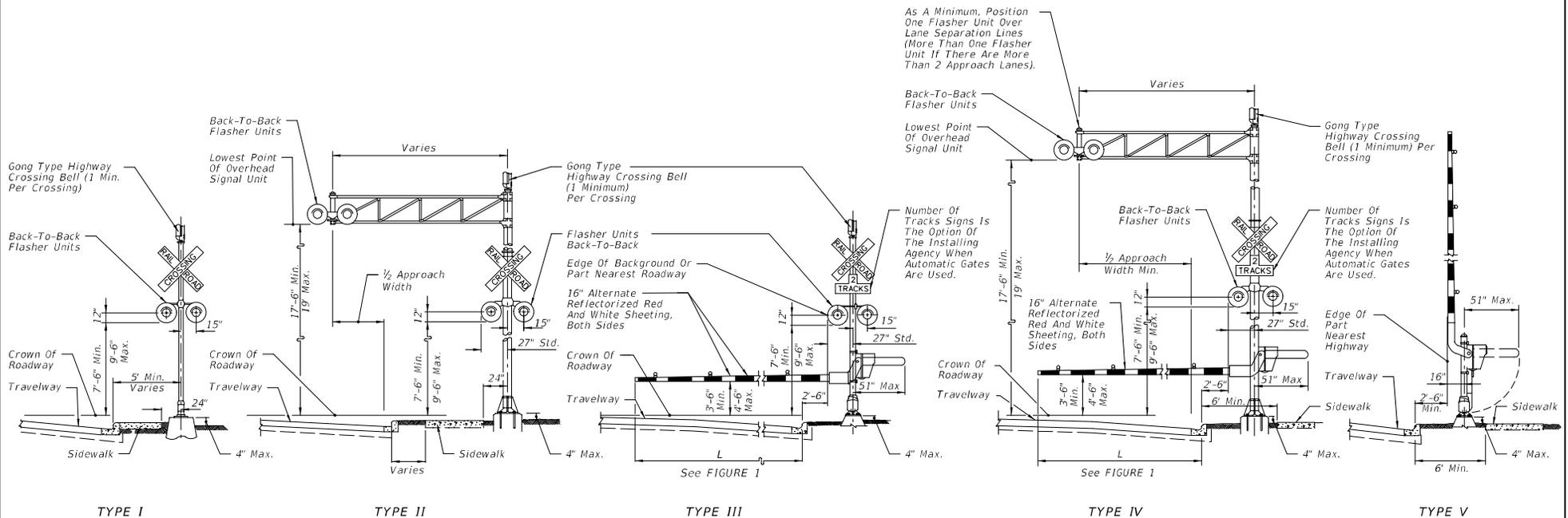
OBTUSE ANGLE

SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

SIGNAL PLACEMENT AT RAILROAD CROSSING  
(2 LANES, CURB & GUTTER)

**NOTES:**

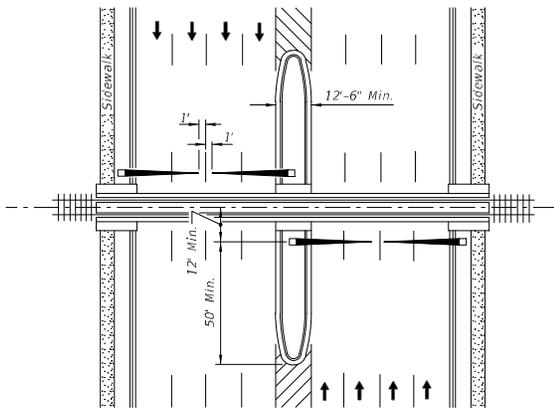
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



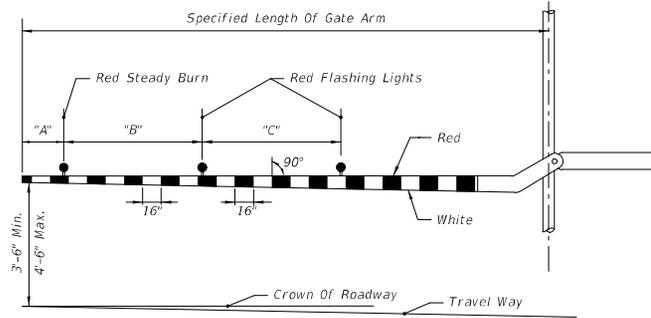
TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

9/10/2024 1:11:19 PM

LAST REVISION 11/01/23	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING          TRAFFIC CONTROL DEVICES</b>	INDEX 509-070	SHEET 2 of 3
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PLAN

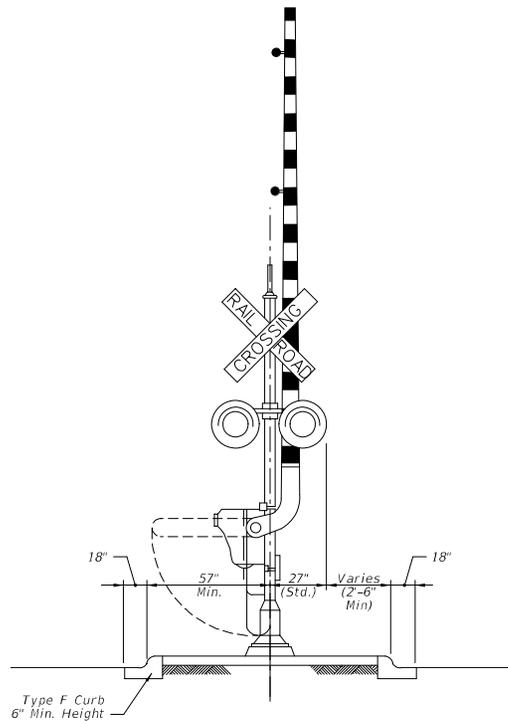


GATE ARM DETAIL

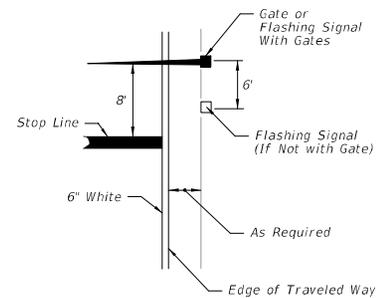
RAILROAD GATE ARM LIGHT SPACING			
Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

**NOTE:**

For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS  
(Three or More Driving Lanes in one Direction, 45 mph or less)

9/10/2024 1:11:26 PM

LAST REVISION 11/01/23	REVISION	DESCRIPTION:	 FY 2025-26 STANDARD PLANS	<b>RAILROAD GRADE CROSSING          TRAFFIC CONTROL DEVICES</b>	INDEX <b>509-070</b>	SHEET <b>3 of 3</b>
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**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month at 5:00 p.m. at the Baker County Administration Office, Commission Chambers, 55 North Third Street, Macclenny, FL 32063. All agenda items should be submitted to County Administration via [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org) and [kayla.riggs@bakercountyfl.org](mailto:kayla.riggs@bakercountyfl.org) no later than the Wednesday prior to the Commission meeting.

**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Sara Little **Department:** Administration

1. Nature and purpose of this agenda item:

FY 25/26 Liaison List- with the appointment of Commissioner Iverson to District 4, we need to readdress the liaison list for the current year.

2. Recommended Motion/Action:  
Assign liaisons.

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: ASAP.

5. Fiscal Impact Questions:

Is this item included in the current budget? NA

If item is grant related, is there a County match requirement? NA

Explain the procurement process for this request (attach necessary documentation): NA



## 2025/2026 Liaison List

**District 1, Ronald Mann;** St. Mary's River Management Committee, New River Solid Waste, New River Library Co-op and Public Safety Coordinating Council

**District 2, Jimmy Anderson;** Northeast Florida Regional Council, Council on Aging, Baker County Detention Center (BCDC), Transportation Disadvantaged Council, and Small County Coalition

**District 3, Tyler Mobley;** New River Solid Waste Association, New River Library Co-Op, the Healthy Planning Council, and Northeast Florida State Hospital

**District 4, Blake Iverson;** Northeast Florida Regional Council, North Florida Transportation Planning Organization, NFEDP, and Small County Coalition

**District 5, Mark Hartley;** Chamber of Commerce, St. Mary Shoals Park, Community Action Agency, Worksource, New River Solid Waste, and River Library Co-Op



## BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Sara Little **Department:** Administration

1. Nature and purpose of this agenda item:  
Rental Fee Update proposal- it has been quite some time since rental fees for the Sanderson Community Center and Agricultural Center Auditorium have been reviewed. Due to this and the recent improvements to both facilities, staff was directed to review and provide an updated fee schedule.

2. Recommended Motion/Action:  
Review recommendations and advise on new rates.

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: As soon as the Board directs

5. Fiscal Impact Questions:

Is this item included in the current budget? NA

If item is grant related, is there a County match requirement? NA

Explain the procurement process for this request (attach necessary documentation): NA

## RENTAL RATES 2026

<b>SANDERSON COMMUNITY CENTER</b>	
<b>Current Rates:</b>	
Private Event	\$125.00
Commercial Event	\$150.00
Church Event	\$50.00
Refundable Deposit	\$150.00
<b>Proposed Rates:</b>	
Private Event	\$175.00
Commercial Event	\$225.00
Church Event	\$50.00
Refundable Deposit	\$150.00

<b>AGRICULTURAL CENTER AUDITORIUM</b>	
<b>Current Rates:</b>	
Non-Taxable Event (Non-Profit)	\$100.00
Private Event	\$257.50
Commercial Event	\$360.50
Refundable Deposit	\$300.00
No Show Fee (Check In or Out)	\$25.00(must be paid before deposit is returned)
<b>Proposed Rates:</b>	
Non-Taxable Event (Non-Profit)	\$100.00
Private Event	\$350.00
Commercial Event	\$450.00
Cleaning Fee All Events	\$100.00
Refundable Deposit	\$300.00
No Show Fee	\$25.00(must be paid before deposit is returned)
<b>Proposed Rates ALTERNATIVE:</b>	
Non-Taxable Event (Non-Profit)	\$150.00
Private Event	\$400.00
Commercial Event	\$500.00
Refundable Deposit	\$300.00
No Show Fee	\$25.00(must be paid before deposit is returned)

**RENTAL CONTRACT FOR SANDERSON COMMUNITY CENTER**

This contract made in Baker County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Baker County Board of County Commissioners, Parties of the First Part, and \_\_\_\_\_, Party of the Second Part.

**WITNESSETH:** The parties hereto do mutually covenant and agree as follows:

1. The Parties of the First Part agree to rent to the Party of the Second part the following described premises belonging to the Baker County Board of Commissioners.

Sanderson Community Center  
8274 Thomas Sweat Road  
Sanderson, FL 32087

From \_\_\_\_\_ On the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

To 11:00pm On the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_

For the purpose of \_\_\_\_\_

2. The Party of the Second Part agrees to pay to the Baker County Board of Commissioners rent on the above described premises, the sum of \$125.00(+tax) for private events or \$150.00(+tax) for events for profit, payable in advance or at the time this contract is issued and signed. Checks or money orders should be made payable to the Baker County Board of Commissioners. The party of the Second part further agrees to set up whatever tables, chairs, etc., that will be needed for that activity. Party of the Second part agrees to return the above described premises (building and grounds) to the Parties of the First Part in the same condition as they were in at the beginning of this rental contract period. Inspections of premises shall be made by a representative of the First Part before and after use to determine defects(s) and/or damage(s). If party of the Second Part fails to check-out at designated time (11:00pm), rental deposit will be forfeited. **ANY COST OF REPAIR FOR DAMAGES WILL BE BORNE BY PARTY OF THE SECOND PART.**
3. The party of the Second Part agrees to pay to the Baker County Board of Commissioners a separate deposit of \$150.00 payable in advance or at the time this contract is issued

and signed. This deposit will be refunded provided the building and grounds have been cleaned and are in the same condition.

4. The Party of the Second Part agrees to be completely responsible for any and all damages done to the above described premises, other than normal wear and tear, during the period covered by the rental contract. The Party of the Second Part shall not be responsible for any damages caused by force of nature. The Party of the Second Part shall indemnify the County for any and all property damage, or for loss of life, or property resulting from, or in any way connected with, the condition, or use of the premises covered by this rental contract, or any means of ingress thereto or egress there from except liability for personal injuries, property damages, or loss of life, or property caused solely by the negligence of the County.

**IN WITNESS HEREOF THE PARTIES HEREUNTO HAVE SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**PARTIES OF THE FIRST PART  
(BAKER COUNTY COMMISSION)**

\_\_\_\_\_

**PARTY OF THE SECOND PART  
(RENTER)**

\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP CODE** \_\_\_\_\_

**PHONE** \_\_\_\_\_

## RULES OF OPERATION FOR THE SANDERSON COMMUNITY CENTER

1. The Board of County Commissioners is responsible for the building, grounds, and their uses.
2. Charges: [REDACTED] (Initials Required)
  - A. Rental Fee; Private Events \$125.00 (\$133.13 with taxes)
  - B. Rental Fee; Profit Events \$150.00
  - C. Deposit \$150.00 (refundable)
  - D. Set up fee (each additional day) \$25.00
3. Building will be used on a first come/first serve basis. Anyone wanting to use the building must schedule it through the County Commissioners Office and sign a rental contract.
4. There shall be no tape, tacks, putty, etc., attached to the walls or ceilings in the Center. All damages to the Center or any equipment that is in the Center must be covered or replaced by the person(s) signing the rental contract.
5. THERE SHALL BE NO ALCOHOLIC BEVERAGES SOLD, DISTRIBUTED, OR CONSUMED ON THE PREMISES. [REDACTED] (Initials required). This will be enforced by County Ordinance #98-15 which carries a \$500.00 fine and maximum one year in jail for violations in addition to loss of deposit.
6. Activities exempt from rental charges are the following:
  - A. Any function sponsored by the County Commission
  - B. Any County, State, Federal or City government function
  - C. Any function sponsored and under the direction of the Baker County School District
7. Representative of the County shall be responsible for opening and closing the building when it is being used by outside parties.
8. Failure to comply with any rules and/or the rental contract may result in restriction from use of Baker County property for any further activity by you and/or your organization.
9. Insurance requirements: Commercial events may require a certificate of general liability insurance for a State of Florida licensed company naming Baker County Board of Commissioners as an additional insured in the amount of \$500,000. Certificate must be provided at the time of contract signing.

10. There is a MANDATORY curfew of 11:00pm for any event held at the Sanderson Community Center. All events must be completely finished and vacate the property by 11:00pm. Failure to comply will result in the loss of the rental deposit.

11. CLEAN-UP:

A. Renters will leave the structure and grounds in the same condition as when their use began. Any cost for repair of damages will be borne by the renter. Inspection of the structure and grounds will be made by the County's representative before and after to determine the need for repairs caused by the use.

B. Renters shall return the facility to the same condition it was in at the time rental use began. This cleanup shall include the following:

1. Stacking tables and chairs in original location
2. Sweeping building and restroom floors.
3. Remove all garbage from building and remove from property.
4. Pick up trash on outside of building.
5. Remove all decorations.

C. If any of the Rules of Operation have not been followed, the deposit WILL BE FORFEITED. This will be in addition to any maintenance and repair cost which will be charged to renter for any damage done to the facility.

I have read the Rules of Operation governing the Sanderson Community Center and do hereby agree to abide by them.

SIGNED: \_\_\_\_\_

**Rental Contract For Baker County Agricultural Center Auditorium**

This contract made at Macclenny, Baker County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the Board of County Commissioners \_\_\_\_\_, (Representative), Parties of the First Part, and \_\_\_\_\_, Party of the Second Part.

WITNESSETH: The parties hereto do mutually covenant and agree as follows:

1. The Parties of the First Part agree to rent to the Party of the Second part the following described premises belonging to the Baker County Board of County Commissioners.

**BAKER COUNTY AGRICULTURAL CENTER AUDITORIUM**

from \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
to \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

for the purpose of \_\_\_\_\_

2. The Party of the Second Part agrees to pay to the Baker County Board of County Commissioners (check(s) should be made out to same) as rent on the above described premises the sum of \$100 for non-taxable or charitable entities, \$257.50 (including 3% tax) for private events and \$360.50 (including 3% tax) for events for profit, payable in advance or at the time this contract is issued and signed. Cancellation of a contract by the party of the Second Part within two weeks of the specified time of use will result in the forfeit of the rental fee to the county. The party of the Second Part further agrees to set up whatever tables, chairs, etc., that will be needed for that activity. Party of the Second Part agrees to return the above described premises (building and grounds) to the Parties of the First Part in the same condition as they were in at the beginning of this rental contract period. Inspections of premises shall be made by a representative of each party before and after use to determine defect(s) and/or damage(s). If party of the Second Part fails to appear at designated check out time, a \$25.00 fee will be charged before deposit is returned. **ANY COST OF REPAIR FOR DAMAGES WILL BE BORNE BY PARTY OF THE SECOND PART.**
3. The party of the Second Part agrees to pay to the Baker County Board of County Commissioners, in cash, a separate deposit of \$300.00 payable in advance or by 72 hours of the rental date. This deposit will be refunded provided the building and grounds have been cleaned and are in the same condition. Rule violations will be assessed according to the attached Fee Schedule.
4. The Party of the Second Part agrees to be completely responsible for any and all damages done to the above described premises, other than normal wear & tear, during the period covered by the rental contract. The Party of the Second Part shall not be responsible for any damages caused by force majeure. The Party of the Second part shall indemnify the County for any and all liability for personal injuries, property damage, or for loss of life, or property resulting from, or in any way connected with, the condition, or use of the premises covered by this rental contract, or any means of ingress thereto or egress there from except liability for personal injuries, property damages, or loss of life, or property caused solely by the negligence of the County.

**IN WITNESS HEREOF THE PARTIES HEREUNTO HAVE SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**PARTIES OF THE FIRST PART**

Board of County Commissioners

Approved by \_\_\_\_\_  
(Representative)

**PARTY OF THE SECOND PART**

(Signature) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE: HOME: \_\_\_\_\_

WORK: \_\_\_\_\_

CELL: \_\_\_\_\_

DATE DEPOSIT PAID _____	<b>PROOF OF INSURANCE</b> YES _____ NO _____ DATE _____
ISSUED BY _____	
DATE RENT PAID _____ CASH _____ CHECK # _____	
ISSUED BY _____	
TIME TO BE OPENED _____ CLOSED _____	
KEY# _____ DATE ISSUED _____ RETURNED YES _____ NO _____	
DEPOSIT AMOUNT RETURNED _____ COMMENTS _____	
DEPOSIT REFUNDED (DATE) _____	
ACKNOWLEDGMENT _____ (BY RENTER)	

## Rules of Operation for the Baker County Agricultural Center Auditorium

1. The Board of County Commissioners is responsible for the building, grounds, and their uses.
2. Charges: \_\_\_\_\_ (Initial's required)
  - a. Rental Fee Non-Taxable \$100.00
  - b. Rental Fee Private Events \$257.50 which includes 3% tax
  - c. Rental Fee Events for Profit \$360.50 which includes 3% tax
  - d. Cleanup deposit \$300.00 (refundable if no rules are broken)
  - e. No Show Fee (Check In or Out) \$25.00 (must be paid before deposit is returned)
3. Building will be used on a first come/first serve basis. Anyone wanting to use the building must schedule it through the Extension Office, sign a rental contract and pay the rental fee. All rental fees must be paid at contract issue with cleanup deposit (see above) due within 72 hours of event. The building is not available for rental on County Holidays.
4. There shall be no nails, tape, tacks, putty, Command Strips, etc., attached to the walls, acoustic panels, lights, floors or ceiling in the Ag Center. There shall be no glitter, confetti, birdseed, or rice thrown or used in the facility or outside the facility. No fireworks are allowed on the premises. All damages to the auditorium or any equipment that is in the auditorium must be covered or replaced by the person(s) signing the rental contract.
5. \_\_\_\_\_ **THERE SHALL BE NO ALCOHOLIC BEVERAGES SOLD, DISTRIBUTED, OR CONSUMED ON THE PREMISES.** This will be enforced by County Ordinance #98-15 which carries a \$500.00 fine and maximum 1 year in jail for violations in addition to loss of deposit.
6. Activities exempt from rental charge are the following:
  - A) Any function sponsored by the Extension Office.
  - B) Any county, state, federal, or city government function.
  - C) Any function sponsored and under the direction of the Baker County School system.
  - D) All activities, except A, B and C above are required to submit a cleanup deposit, in the event that the stated rental fee(s) are waived by the Baker County Board of County Commissioners.
7. Custodian shall be responsible for opening and closing the building when it is being used by outside parties.
8. Failure to comply with any rules and/or the rental contract may result in restriction from use of Baker County Property for any further activity by you and/or your organization.
9. Insurance Requirements - Commercial events may require a certificate of general liability insurance for a State of Florida licensed company naming the Baker County Board of County Commissioners as an additional insured in the amount of \$500,000. Certificate must be provided at the time of contract signing.
10. **CLEANUP:**
  - A) Maintenance - Renters will leave the structure and grounds in the same condition as when their use began. Any cost for repair of damages will be borne by the renter. Inspection of the structure and grounds will be made by the county's representative before and after usage to determine the need for repairs caused by the use.
  - B) Cleanup - Renters shall return the facility to the same condition it was in at the time rental use began. This cleanup shall include the following:
    1. Stacking tables and chairs in original location.
    2. Sweeping auditorium, kitchen, men's and women's bathroom floors. (Spot mop any spills.)
    3. Remove all garbage from building and place in outside dumpster.
    4. Pick up trash on outside of building.
    5. Remove all decorations.
  - C) Check-out – Renters must remain at the auditorium until their designated “check-out” time and must be completed with all cleanup and check-out procedures within 30 minutes of the arrival of the custodian.
  - D) Deposit - If any Rules of Operation have not been followed, the deposit **WILL BE FORFEITED, according to the attached fee schedule. This will be in addition to any maintenance and repair costs which will be charged to renter for any damage done to the facility.**

I have read the Rules of Operation governing the Agriculture Center Auditorium and do hereby agree to abide by them.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

## **FEE SCHEDULE – Baker County Agricultural Center Auditorium**

The following fee schedule applies to broken rules of the Rental Contract for Baker County Agriculture Center Auditorium. Additional costs of repair may be charged to the renter for additional maintenance or repair costs by damage done to the facility.

Any of the following violations (alone or in combinations) will be subject to the fee schedule below:

1. Adhesions to walls, ceilings, acoustic panels, lights, etc. (nails, tape, tacks, putty, Command Strips, hooks, etc.), damage to wall paint, damage to drywall, holes in walls, damage to acoustic panels, lights or ceiling.
2. Glitter, confetti, birdseed or rice inside or outside the facility.
3. Fireworks used inside or outside the facility.
4. Failure to adhere to the clean-up and check-out procedures of the contract (i.e. tables and/or chairs stacked incorrectly, sweeping and bathroom clean-up, garbage and trash removal).

### Fee schedule for above listed infractions:

- I. 1<sup>st</sup> violation - \$100 forfeited from deposit.
- II. 2<sup>nd</sup> violation – additional \$100 forfeited from deposit.
- III. 3<sup>rd</sup> violation – entire deposit of \$300 forfeited.
- IV. Renters absent during designated “check-out” time - \$25 forfeited from deposit.
- V. Check-out that takes longer than 30 minutes (due to inadequate clean-up, etc.) - \$25 forfeited from deposit.

**Alcoholic beverage containers inside or outside the facility indicate consumption and thus the entire deposit will be forfeited, in accordance with the contract.**

I have read and understand the Fee Schedule governing the Baker County Agricultural Center Auditorium.

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_



## BAKER COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

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**Date of Submission:** February 26, 2026 **Meeting Date:** March 3, 2026

**Name of Submitter:** Sara Little **Department:** Administration

1. Nature and purpose of this agenda item:  
Comprehensive Financial Audit RFP Scope- as discussed, to ensure a more thorough annual audit process, staff has prepared the attached scope for a Comprehensive Financial Audit. This audit is intended to perform the annual audit as required by the State of Florida, while adding in-depth review of the County financial systems, operations, risk exposure and other enhanced procedures.

2. Recommended Motion/Action:  
Review the scope, issue direction to staff to proceed with RFP.

3. Will this item require a presentation? No, backup documents only

4. Deadline for Completion: ASAP.

5. Fiscal Impact Questions:

Is this item included in the current budget? NA

If item is grant related, is there a County match requirement? NA

Explain the procurement process for this request (attach necessary documentation): NA

# **SCOPE OF WORK ANNUAL FINANCIAL AUDIT WITH ENHANCED FINANCIAL AND FORENSIC-ORIENTED REVIEW**

## **SECTION 1. PURPOSE**

The Baker County Board of County Commissioners (“County”) is soliciting proposals from qualified, independent Certified Public Accounting (CPA) firms to perform the County’s annual financial audit in accordance with all applicable professional standards, together with enhanced financial review procedures intended to provide a heightened level of assurance, transparency, and accountability.

The County desires an audit approach that exceeds minimum statutory and professional requirements by incorporating expanded analytical, investigative, and forensic-oriented procedures. These procedures are intended to provide deeper insight into financial activity, internal controls, and risk exposure without constituting a full forensic audit, fraud investigation, or examination engagement.

## **SECTION 2. APPLICABLE PROFESSIONAL STANDARDS**

The audit shall be conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS), as issued by the U.S. Government Accountability Office.

The audit shall comply with the Florida Single Audit Act, Rules of the Florida Auditor General, applicable provisions of the Florida Statutes, and all other governing laws, regulations, and grant requirements applicable to Florida county governments.

The enhanced procedures described in this Scope of Work are supplemental to required audit standards and shall not replace, limit, or diminish any responsibilities imposed by professional standards or law.

## **SECTION 3. STANDARD AUDIT SERVICES**

The selected firm shall perform a complete audit of the County’s basic financial statements, including all governmental, proprietary, and fiduciary funds, and issue an independent auditor’s opinion.

The firm shall evaluate and test internal controls over financial reporting and compliance, including documentation of control design and operating effectiveness.

The firm shall perform compliance testing for applicable laws, regulations, contracts, and grant agreements, including federal and state financial assistance programs.

The firm shall issue all reports, opinions, schedules, and management letters required by law, regulation, or professional standards.

## **SECTION 4. ENHANCED FINANCIAL REVIEW AND FORENSIC-ORIENTED PROCEDURES**

### ***Risk-Based Account and Fund Review***

The firm shall conduct a detailed, documented risk assessment at the fund, department, and account level, considering factors such as transaction volume, complexity, susceptibility to error or misuse, prior audit issues, and management override risk.

Based on this assessment, the firm shall identify accounts, transaction streams, and operational areas requiring increased scrutiny and apply enhanced testing and analytical procedures to those areas.

### ***Advanced Analytical Procedures***

The firm shall perform multi-year trend analyses, ratio analyses, and comparative analytics across funds, departments, and account classifications to identify unusual fluctuations or patterns.

Significant budget-to-actual variances shall be identified, investigated, and documented, including obtaining explanations from management and evaluating the reasonableness of those explanations.

The firm shall evaluate consistency of financial activity across fiscal periods and identify anomalies that may indicate control weaknesses, errors, or elevated risk.

### ***Expanded Transaction-Level Testing***

The firm shall perform judgmental and targeted transaction testing beyond standard statistical sampling methodologies, focusing on transactions with higher inherent risk.

Enhanced testing shall include detailed review of manual journal entries, non-routine or unusual adjustments, and transactions recorded outside of normal business processes.

Supporting documentation shall be reviewed for adequacy, authorization, business purpose, and compliance with County policies and procedures.

### ***Budget & Expenditure Noncompliance Examination and Transactional Testing***

The firm shall perform a structured financial review process titled Budget & Expenditure Noncompliance Examination and Transactional Testing designed to evaluate budgetary compliance, expenditure integrity, and transactional accuracy across County operations.

The selected firm shall conduct risk-based testing of financial records, internal controls, procurement activity, interfund transfers, and disbursements to identify potential noncompliance with adopted budgets, County policies, grant requirements, and applicable state or local regulations.

Services shall include detailed transaction sampling using both statistical and judgmental methods; review of supporting documentation for authorization, purpose, and policy compliance; reconciliation procedures between adopted budgets, amendments, and recorded expenditures; evaluation of procurement compliance

and adherence to established purchasing thresholds; assessment of internal controls related to budget monitoring and expenditure approval; and analysis of expenditure trends or anomalies.

The engagement shall result in a written report outlining findings, identified control weaknesses, areas of financial exposure, and recommendations for corrective action or process improvement.

The review is intended to strengthen financial transparency, accountability, and internal control systems while supporting sound stewardship of public funds. This process does not constitute a full forensic audit unless separately authorized by the County.

### ***Internal Control and Governance Review***

The firm shall evaluate the design and operating effectiveness of key internal controls with enhanced emphasis on segregation of duties, supervisory review, system access controls, and monitoring activities.

The firm shall assess the risk of management override of controls and evaluate the adequacy of compensating controls where segregation of duties is limited.

Control gaps, emerging risks, or weaknesses that do not rise to the level of formal audit findings shall be documented and communicated as advisory observations to the Board of County Commissioners.

### ***Fraud Risk Awareness and Assessment***

The firm shall apply forensic-minded audit techniques designed to identify red flags, unusual activity, or indicators of potential fraud or misuse of public funds.

The firm shall review selected high-risk or sensitive accounts, vendors, revenue sources, and expenditure categories based on professional judgment.

The firm shall conduct inquiries of management and selected personnel regarding fraud risk awareness, reporting mechanisms, and mitigation strategies.

These procedures are intended to enhance detection and deterrence efforts; however, the engagement does not constitute a full forensic audit or fraud examination.

## **SECTION 5. MANDATORY PROPOSAL RESPONSE REQUIREMENTS**

Proposers shall provide a detailed narrative response describing their specific methodology, tools, and professional judgment to be applied to Section 4 of this Scope of Work.

Responses shall include specific examples of enhanced audit or forensic-oriented procedures performed for comparable governmental clients within the past five (5) years.

Proposers shall identify key personnel responsible for performing enhanced procedures and describe their relevant qualifications, certifications, and experience.

Boilerplate, generalized, or conclusory responses may be deemed non-responsive.

## **SECTION 6. COMMUNICATION AND REPORTING**

The selected auditing firm shall understand and acknowledge that it is engaged by and reports to the Baker County Board of County Commissioners. While the firm will work cooperatively with all Constitutional Offices and Finance staff during the course of the engagement, the auditor's primary responsibility is to the Baker County Board of County Commissioners.

The auditing firm shall communicate significant issues, concerns, irregularities, or elevated risks identified during the engagement in a timely and professional manner. Such communications shall be made promptly to County Administration and, when appropriate or necessary, directly to the Baker County Board of County Commissioners.

The County expects open, candid, and proactive communication throughout the engagement to ensure that material issues are identified, evaluated, and addressed without undue delay.

In addition to required audit reports, the firm shall prepare an Enhanced Financial Review Memorandum summarizing the scope, methodology, and results of the enhanced procedures.

The memorandum shall include detailed discussion of notable trends, anomalies, risk indicators, and recommended improvements to internal controls and financial oversight.

The firm shall clearly distinguish between formal audit findings, management letter comments, and advisory observations.

The firm shall present audit results and enhanced review findings to the Baker County Board of County Commissioners or its designee.

## **7. EVALUATION CRITERIA RELATED TO ENHANCED SCOPE**

Proposals will be evaluated, in part, on the proposer's demonstrated understanding of and approach to the enhanced financial review requirements set forth in Section 4.

Specific consideration will be given to the clarity, specificity, and practicality of the proposed enhanced procedures.

Proposals that fail to adequately address the enhanced scope may receive lower technical scores regardless of price.

## **SECTION 8. RIGHT TO EXPAND SCOPE**

The County reserves the right, at its sole discretion, to request additional targeted review or expanded procedures if significant anomalies, elevated risks, or control concerns are identified during the engagement.

Any expanded work shall be subject to mutual agreement on scope and pricing and shall not automatically constitute a full forensic audit unless separately authorized by the County.

## **SECTION 9. PROFESSIONAL JUDGMENT AND COORDINATION**

The selected firm shall exercise professional skepticism, sound judgment, and independence throughout the engagement.

Significant concerns, unusual findings, or elevated risks identified during the audit shall be communicated promptly to County Administration and, when appropriate, to directly to the Baker County Board of County Commissioners.

## **SECTION 10. DELIVERABLES**

The firm shall provide all statutorily required audit reports and opinions.

The firm shall provide a management letter addressing internal control matters and compliance issues.

The firm shall provide an Enhanced Financial Review Memorandum to the Baker County Board of County Commissioners.

The firm shall provide an oral presentation to the Board of County Commissioners annually.



# Pending Business

PENDING BUSINESS ITEM	PRIORITY	STATUS	START DATE	% COMPLETE	COMMENTS
COA Bus Wash	Normal	In Progress	08/06/2019	 95%	Project Closeout underway-submitted for reimbursement
Infrastructure funding for County Roads	Normal	New	07/18/2017	 50%	Ongoing
St Marys Cove Boat Ramp Grant Phase 1	High	In Progress	01/01/2020	 100%	Project was completed but destroyed by Hurricane Debby before closeout was complete. FWC will require boat ramp reconstruction before final closeout is done.
St Marys Cove Boat Ramp Grant Phase 2	High	New	01/05/2020	 95%	Final plans sent to State. Processing for reimbursement at this time.
St. Mary's Shoals Park Improvements	High	New	10/19/2021	 50%	Both site attendees are on site!
Council on Aging- Senior Life Enrichment Ctr	High	New	08/17/2022	 95%	Project Closeout underway- submitted for reimbursement
Cuyler Fire Station	High	New	01/03/2023	 90%	Waiting on Mobile home. Pending Grand Opening.
Knabb Sports Complex Appropriation Project	High	New	11/21/2023	 95%	Project Funded by Appropriation is Complete. Reimbursement submitted to State. Phase 2 of plan awaiting ARPA reconciliation before start can be announced.
Courthouse Generator Appropriation Project	High	New	11/21/2023	 60%	Equipment Installed. Switch being installed currently. Full building connected March 30/31. Will require building shut down.
Sanderson Center	Normal	New	12/03/2024	0%	Work underway.
Community Development Permit Software	Normal	New		 75%	Programming is nearing completion. Staff will undergo training in coming weeks

## FEMA Pojects

Project	Awarded Company	BOCC Award Date	Status	Start Date	Completion Date	Cost
RFP 2025-06 23A Box Culvert	J.D. Hinson Co.	8/5/2025	Pending Obligation Notice to Proceed Issued			\$1,125,000.00
RFP 2025-07 Boat Ramp	Nordic Group/AMI	8/5/2025	Pending EHP Review Notice to Proceed Issued			\$548,000.00
RFP 2025-10 Steel Bridge Road	J.B. Coxwell Cont.	8/5/2025	Pending Scope and Cost Development			\$1,798,759.23
RFP 2025-11 Turner Cemetery Bridge	Gulf Coast Underground, LLC	8/5/2025	Pending Scope and Cost Development Notice to Proceed Issued			\$827,570.00
RFP 2025-14 Shoals Park	TimPREP	1/20/2026	Pending EHP Review			\$497,857.00
Completed Project Countywide 61 Roads	Completed by County Staff	NA	Pending Obligation			

**Notes**

Only Partial FEMA Funding

Pending EHP Review

Pending Scope and Cost  
Development

Pending Scope and Cost  
Development

Pending EHP Review

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
988974	CHK	A	ALACHUA COUNTY BOARD OF COUNTY ME Feb26	14	1	11,909.92	.00	11,909.92	02/12/2026		24072
			DIST: 104-527-2400-53110			11,909.92	0.00	11,909.92			
988978	CHK	A	CHRISTIAN B DOOLIN FY24-25 Contract	1629	1	13,500.00	.00	13,500.00	02/12/2026		24072
			DIST: 001-552-3500-53401.2			13,500.00	0.00	13,500.00			
988979	CHK	A	CKH CONSULTING Bookkeeping Services 1.26	4592	1	6,500.00	.00	6,500.00	02/12/2026		24072
			DIST: 001-511-1100-53200			6,500.00	0.00	6,500.00			
988994	CHK	A	SCOTTY RHODEN, SHERIFF License Plate Reader Pymt 4	757	1	38,900.00	.00	38,900.00	02/12/2026		24072
			DIST: 167-521-9700-56400			38,900.00	0.00	38,900.00			
988999	CHK	A	TEN-8 FIRE EQUIPMENT INC HONDA POWERED PUMP 20HP P&V GX	1079	1	11,263.71	.00	11,263.71	02/12/2026		24072
			DIST: 255-522-5200-56400			11,263.71	0.00	11,263.71			
989002	CHK	A	FPL 04012-13723 ROAD DEPART/TRFF	200	17	5,533.78	.00	5,533.78	02/13/2026		24077
			DIST: 103-541-5500-54661			83.91	0.00	83.91			
			DIST: 04082-14708 SR228 #CITY SL'S			37.39	0.00	37.39			
			DIST: 103-541-5500-54661			37.39	0.00	37.39			
			DIST: 07253-15162 FIRE70 SANDERSON			1,224.84	0.00	1,224.84			
			DIST: 105-522-5400-54301			1,224.84	0.00	1,224.84			
			DIST: 09178-19799 SNDRSN COMM SR127			83.22	0.00	83.22			
			DIST: 001-572-3310-54300			83.22	0.00	83.22			
			DIST: 11233-03289 OLUSTEE-SOLID WAST			60.60	0.00	60.60			
			DIST: 116-534-6500-54301			60.60	0.00	60.60			
			DIST: 30354-83514 SIGN&TIRE SHOP-R&B			607.20	0.00	607.20			
			DIST: 103-541-5500-54301			607.20	0.00	607.20			
			DIST: 45151-88144 SR 228-SOLID WASTE			72.40	0.00	72.40			
			DIST: 116-534-6500-54301			72.40	0.00	72.40			
			DIST: 55706-76238 SENIOR LIFE CTR			952.73	0.00	952.73			
			DIST: 001-564-3510-54306			952.73	0.00	952.73			
			DIST: 58599-18764 JEFF STARLING-SW			71.71	0.00	71.71			
			DIST: 116-534-6500-54301			71.71	0.00	71.71			
			DIST: 65342-69524 ST50 SIGN			37.09	0.00	37.09			
			DIST: 105-522-5400-54301			37.09	0.00	37.09			
			DIST: 79108-19775 HOSS KELLER-SW			58.60	0.00	58.60			
			DIST: 116-534-6500-54301			58.60	0.00	58.60			
			DIST: 80118-12818 FIRE 80-OLUSTE			40.85	0.00	40.85			
			DIST: 105-522-5400-54301			40.85	0.00	40.85			
			DIST: 85265-17779 LIBRARY 14 E MCIVE			1,280.03	0.00	1,280.03			
			DIST: 001-571-3200-54301			1,280.03	0.00	1,280.03			
			DIST: 85285-11721 OLD JAIL 42W MCIVE			504.43	0.00	504.43			
			DIST: 001-572-3310-54300			504.43	0.00	504.43			
			DIST: 89658-19777 RD YARD 8156 CYPRE			226.39	0.00	226.39			
			DIST: 103-541-5500-54301			226.39	0.00	226.39			
			DIST: 89678-13729 RD DEPT BARN			158.03	0.00	158.03			
			DIST: 103-541-5500-54301			158.03	0.00	158.03			
			DIST: 96269-97366 ST70 PUMP WIREMILL			34.36	0.00	34.36			
			DIST: 105-522-5400-54301			34.36	0.00	34.36			

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
989003	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	16,648.85	.00	16,648.85	02/13/2026		24077
			E911 Nov25	3395		16,648.85	0.00	16,648.85			
	DIST:		104-521-2300-59123			1,897.67					
	DIST:		104-521-2300-59123			251.18					
	DIST:		104-521-2300-59123			7,672.60					
	DIST:		104-521-2300-59123			6,827.40					
989015	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	6,836.76	.00	6,836.76	02/16/2026		24095
			Shoals Deputy Jan26	3387		6,836.76	0.00	6,836.76			
	DIST:		123-572-3920-53100			6,836.76					
989021	CHK	A	L V HIERS INC	267	5	13,013.79	.00	13,013.79	02/18/2026		24107
			419 gals reg gas/rd inv 049221	492218		1,117.46	0.00	1,117.46			
	DIST:		103-541-5500-55211			1,117.46					
			1471 gals dyed diesel/rd inv 4	4922180		4,059.96	0.00	4,059.96			
	DIST:		103-541-5500-55211			4,059.96					
			2223 gals dyed diesel/rd inv 0	492486		6,557.85	0.00	6,557.85			
	DIST:		103-541-5500-55211			6,557.85					
			318 gals reg gas/rd inv 049248	492487		864.00	0.00	864.00			
	DIST:		103-541-5500-55211			864.00					
			142Gal Diesel-Rd	607555		414.52	0.00	414.52			
	DIST:		103-541-5500-55211			414.52					
989027	CHK	A	NEW RIVER SOLID WASTE ASSOCIAT	317	1	22,160.40	.00	22,160.40	02/18/2026		24107
			Dec 2025 BOCC tipping/sw	DEC25BOCC		22,160.40	0.00	22,160.40			
	DIST:		116-534-6500-53403			22,160.40					
989032	CHK	A	SOUTHEASTERN SERVICES INC	387	1	12,306.06	.00	12,306.06	02/18/2026		24107
			site attendants through 1/25/2	128875		12,306.06	0.00	12,306.06			
	DIST:		116-534-6500-53150			12,306.06					
989037	CHK	A	SUMMERVILLE SYSTEMS	398	2	6,182.29	.00	6,182.29	02/18/2026		24107
			school zone timeclock replacem	1454		3,360.51	0.00	3,360.51			
	DIST:		103-541-5500-55210			3,360.51					
			2026 red light signal maintena	1455		2,821.78	0.00	2,821.78			
	DIST:		103-541-5500-53100			2,821.78					
989039	CHK	A	SCOTTY RHODEN, SHERIFF	757	1	26,451.50	.00	26,451.50	02/20/2026		24128
			EMPA Grant A0539 Claim2	3412		26,451.50	0.00	26,451.50			
	DIST:		104-521-2300-58300			26,451.50					
989042	CHK	A		707	1	7,000.00	.00	7,000.00	02/20/2026		24128
			HRA Reimbursement FY25-26	HRA01FY25-26		7,000.00	0.00	7,000.00			
	DIST:		110-511-1000-54910			7,000.00					
989045	CHK	A	ALACHUA COUNTY BOARD OF COUNTY	14	2	49,942.13	.00	49,942.13	02/25/2026		24144
			Q1,3,4 25 Shortages Crt Adm,Pr	CT2025-21		3,496.30	0.00	3,496.30			
	DIST:		001-601-2200-55215			2,704.23					
	DIST:		001-602-1570-55215			792.07					
			Q1 2026 Crt Adm,Pro Se,PD,SA	CT2026-01		46,445.83	0.00	46,445.83			
	DIST:		001-601-2200-55215			15,770.95					
	DIST:		001-602-1570-55215			4,718.14					
	DIST:		001-603-1580-55215			8,007.05					
	DIST:		001-602-1570-55215			17,949.69					
989056	CHK	A	MES SERVICE COMPANY LLC	4637	1	5,797.12	.00	5,797.12	02/25/2026		24144

Bank Number: 1 / Name: First Federal / Description: Operating Account

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			SCBA FLOW TEST, ADJUSTMENT;FIT	2425231		5,797.12	0.00	5,797.12			
	DIST:		105-522-5400-54603			5,797.12					
<b>989067</b>	<b>CHK</b>	<b>A</b>	<b>TARBOX CONSULTING AND DESIGN I</b>	<b>484</b>	<b>2</b>	<b>10,266.40</b>	<b>.00</b>	<b>10,266.40</b>	<b>02/25/2026</b>		<b>24144</b>
			Church of God/Otter Run/Sad-CD	1748		366.40	0.00	366.40			
	DIST:		001-524-2500-53100			137.50					
	DIST:		001-524-2500-53100			110.00					
	DIST:		001-524-2500-53100			59.45					
	DIST:		001-524-2500-53100			59.45					
			Enterprise Infrastructure 1.26	1751		9,900.00	0.00	9,900.00			
	DIST:		195-000-1950-56021			9,900.00					



ARPA PHASE 1 & 2							
Phase		Description	Budgeted Amount	Expended Amount			Notes
1		Building Construction Fund- Fire Rescue	\$246,877	\$246,877			Central Fire
1		Emergency Services Communication Upgrade	\$300,000	893,069.05			Approved for Payment 7/15/2022
1		Road Infrastructure Improvements = Reid Stafford & Millings	\$250,000	249,727			Millings Purchased, Reid Stafford awarded 6/2023
							Elevator = 25,132, Library Reno = \$125,000; Sanderson Station Propane Tank \$10,000; Sanderson Station Signage \$5000, \$10,000 Vet Park Docks; Vet Park Power/FPL Costs \$14,000; \$15,800 Health Department Keyless Door Repair; \$1430 Jonesville Park Boundary Survey; \$ 6,040,2-factor Authentication Key - Microsoft; \$7525 Library AC, \$3,000 trees at Post Office, \$26,742 Sanderson Fire Pump; \$82.50 Tarbox work for Pond at Central County. <b>\$40,194 COA Change Order \$2,8,072 Courthouse Keyless Entry Emergency Doors; \$67,735 Sanderson FS to FPL; \$6,700 Sanderson FS to Hometown; \$32,150 Sanderson FS to Sprinklermatic; \$28,868 Courthouse Generator</b>
1		Facilities Infrastructure Improvements = Library, Admin, CDD, Fairgrounds	766,223	567,726.00			
1		County Infrastructure Improvements = litter, overtime & lawn service	185,000	60,135			
1		Incentive Pay to Eligible Workers	\$488,750	488,750			
		<b>TOTAL</b>	<b>\$2,836,850</b>	<b>\$2,506,284</b>			
2	BOCC	Emergency Services Communication Phase 2	300,000	803,762.15			803,762.15 paid, 10% payment remaining
2	Maint	Replacement Vehicle	35,000	47119			Purchased
2	Ag Ctr	Replacement Tables	8,400	8,110.00			Purchased
2	Ext	Replacement Laptop	1,000	1039			Purchased
2	Vet Svcs	Vehicle	35,000	42,601			Purchased
2	Rec	Replacement Vehicle	40,000	47,119			Purchased
2	Rec	Park Equipment	50,000	51,005			Jonesville Fencing = 4,480, Bleachers = 26,019, Knabb Fence Repair and Material \$18,721, Jonesville Park Fence Replacement \$1785
2	Rec	Demo 2-Story Announcers Booth	10,000	14,300			Muncy awarded 2/7
2	Rec	Replacement Mower	13,000	16,067			Purchased
2	Rec	Replacement Field Groomer	13,000	14,595.00			Purchased
2	Rec	Knabb Sports Complex Improvements- APPROPRIATION MATCH FUND	305,000	308,417			\$6,681 survey; \$76,600 irrigation, \$4,800 hydroseeding; \$61,430 concrete sidewalks and dugout pads; Privacy Fence and Tree Removal at Knabb, \$8,000; Vet Park and Jonesville- Ground Cover, Border \$13,431, \$7,522 sand for volleyball courts 5/30; \$33,840 fill dirt; \$11,800 clay, \$14,493 sand; \$63,700 fencing
2	DevOps	6681	10,680	10,680			*Currently charged to DevOps- needs to be moved to ARPA
2	DevOps	Security Related	4,500	0			vuln scanning
2	DevOps	Large Format Scanner	8,000	7,612			Scanner Purchased \$4641, \$2383 for laminator; Table \$528
2	Fire	Sanderson Fire Station	600,000	600,000			Complete
2	Fire	Cuyler Fire Station	250,000	64,119			bathroom, driveway, garage doors conversion
2	Fire	Thermal Camera	10,000	13,650			Purchased
2	Transport	Replacement Office Furniture	2,000	0			
2	Transport	Replacement Equipment	5,000	1725			3 - Lucas Chest Compression Mounts
2	Rescue	Headquarters Reno= Paint and Flooring	50,000	29,400			Paint and Flooring Complete
2	S'W	Replacement Compactor Unit	34,500	31,336			Purchased
2	S'W	Replacement of Dumpsters - 40 yard	27,500	20,406			Purchased
2	S'W	Replacement of Dumpsters - 20 Yard	18,000	28,150			Purchased
2	S'W	Replacement of Collection Site Attendant Building	5,000	4,234			All have been replaced 04/29/2024
2	S'W	Collection Site Improvements	55,000				\$6,6654 Sign Cutter; Computer Clint; gate at steel bridge collection sit
2	S'W	Collection Site Security Cameras	10,000	7,541			
2	BCSO	Body Worn Cameras	99,681	99681			Purchased
2	Court Fac.	Security Improvements	200,000	230,180			Elevator Update x 2 \$50,264, Key Card System \$179,916; New
2	Em Mng.	Transfer Switch	30,000	20,000			Purchased
2	Contingenc	Contingency	6,589	0			
		<b>TOTAL</b>	<b>2,836,850</b>	<b>2,522,908.15</b>			