



STATE OF FLORIDA DEPARTMENT OF COMMERCE
Division of Economic Development

March 10, 1995

Ms. Joanna Cason
Chief Assistant to Clerk
Nassau County
Post Office Box 456
Fernandina Beach, Florida 32034

RE: Economic Development Transportation Fund
Project #94/9545B Nassau County/Coastline Plastics

Dear Ms. Cason:

Enclosed is an original Economic Development Transportation Fund Agreement Modification with Nassau County and the Florida Department of Commerce on behalf of Coastline Plastics. This Agreement Modification extends the Agreement termination date to January 31, 1997. It also extends the road construction commencement date to July 31, 1995 and completion date to January 31, 1996, and adds Florida Statute language changes to audits and vendor rights clauses.

If you have any questions, please call me at 904/922-8738.

Sincerely,

Barbara W. McLendon

Barbara W. McLendon
Administrative Assistant

/bwm

Enclosure: Agreement Modification

Director's
Office
904/488-6300

Business
Assistance
904/488-9357

Economic
Analysis
904/487-2568

Industry
Development
904/488-9360

Motion Picture
and Television
940/487-1100

International
Trade and
Development
904/488-6124

A G R E E M E N T M O D I F I C A T I O N

Agreement made this 10th day of March, 1995, modifies the Agreement (a copy of which is attached and incorporated herein by this reference and designated as Exhibit "A" for purpose of this Agreement) entered into on the 3rd day of October, 1994, between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", and the County of Nassau, hereinafter referred to as the "County", whereby the Department encumbered funds in the amount of \$1,327,140 in connection with the location of facilities in the "County" by Coastline Plastics, Inc. and agrees to extend said Agreement and acknowledges the changes in audit language as follows:

W I T N E S S E T H

WHEREAS, pursuant to Section 22 of this Agreement, said Agreement may be modified upon the written and mutual consent of the parties, and

WHEREAS, the "County" has requested an extension to the project commencement and termination dates, and

WHEREAS, the Department has made changes to coincide with Florida Statute language, and

WHEREAS, the Department finds this request to be reasonable.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereinafter set forth and agreed between the parties as follows:

1.0 Modification

The following paragraphs of Exhibit "A" are modified and changed to read as follows:

2. The term of this Agreement shall commence upon execution and continue through January 31, 1997, unless earlier terminated as provided herein.

12. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. 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. With the exception of payments to health care providers for hospital, medical, or other health care services, if a payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods and services are received, inspected, and approved, a separate interest penalty, set by the Comptroller pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (904) 488-8477 or the Purchasing Office at (904) 488-0225. The interest penalty provision applies after a 35 day time period to health care providers for hospital, medical, or other health care services from the date payment eligibility is determined, and the daily

interest rate is .03333%. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor 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 agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

16. The "County" shall provide copies to the "Department" of all audit reports made pursuant to:

(a) Sections 11.45, 125.01(1) (x), and 218.33 Florida Statutes, and

(b) Section 215.349(2) Florida Statutes, which provides:

1. "If the amounts received exceed \$100,000, have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to s. 11.45", or

2. "If the amounts received exceed \$25,000, but do not exceed \$100,000, have an audit performed in accordance with the Rules of the Auditor General promulgated pursuant to s. 11.45 or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of the grant", or

3. "If the amounts received do not exceed \$25,000 have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant", encompassing any and all project records and documents made during the term of this Agreement.

18. Unless terminated earlier the construction of the transportation project shall commence by July 31, 1995 and be completed on or before January 31, 1996. The Department shall have the immediate option to terminate this Agreement should the "County" fail to meet either of the above required dates.

2.0 Re-affirmation

The parties hereby reaffirm all portions of Exhibit "A" are not in conflict with provisions of this Agreement Modification.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this four (4) page Agreement Modification, written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

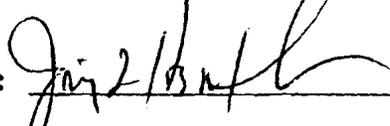
BY:  _____

TITLE: Director

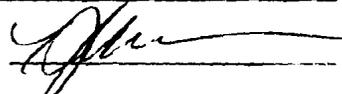
ATTEST: Veronica L. Gains

TITLE: Executive Secretary

COUNTY COMMISSION
NASSAU COUNTY, FLORIDA

BY:  _____

TITLE: Chairman

ATTEST:  _____

TITLE: Ex-Officio Clerk

EXHIBIT "A"

A G R E E M E N T

This Agreement, entered into this 3rd day of October, 1994 between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", and the County of Nassau, hereinafter referred to as the "County".

W I T N E S E T H:

WHEREAS, the Department has determined that the construction of a transportation project, a description of which is contained in the Economic Development Transportation Fund Application, which is attached as Exhibit "A" hereinafter referred to as the "Project", is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes, and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$1,436,340 and

WHEREAS, the Department is prepared to provide \$1,327,140 toward the total project cost of construction of the transportation project described below.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The Project is described as follows:

Construct a two lane access road with safety median from Highway A1A/State Road 200 to the company's site, a distance of approximately .83 miles in length.

and is in connection with the location of facilities by Coastline -
Plastics, Inc. hereinafter referred to as the "Company".

2. The term of this Agreement shall commence upon execution and continue through July 30, 1996, unless terminated at an earlier date as provided herein.

3. Upon execution of this Agreement by the Department and upon written request from the County, the Department will transfer funds to the County to be applied toward direct Project costs on a quarterly basis consistent with project needs.

4. Funds transferred to the County by the Department shall be invested by the County until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered funds of the Department. The income, interest or other revenues shall be remitted to the Department on a semi-annual basis within fifteen (15) days of the close of the months June and December, regardless of the month in which funds were -
received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to the Department.

5. Project funds made available by the Department shall not be released until the following have been satisfied.

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to the Department.

(b) The County shall certify to the Department that the Company referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and initiated construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days of this contract's execution, the Department may, at its discretion, terminate this Agreement.

(c) Verification of invoices, statements or other related documents duly submitted to the County for pre-audit and approval by the County.

(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statute, and that any amendments to the adopted plan related to the transportation projects or business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statute.

(e) The County shall provide to the Department certification and a copy of appropriate documentation

substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes.

6. Funds made available by the Department pursuant to this Agreement shall be expended solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against the Department, for the administration of the project fund or costs associated with preparation of the application.

7. Funds may not be used for the purpose of lobbying the legislature or a state agency per Section 216.347, Florida Statutes.

8. As an inducement to the transfer of funds referred to in paragraph 3 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from the Department. The County shall be liable for all cost overruns on the Project.

9. The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045 Florida Statutes, and to provide certification of same to the Department upon completion of the Project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and

construction for the Project is in substantial conformance with the standards established by DOT pursuant to Section 336.045, Florida Statutes.

10. Prior to the Department's release of any requested funds, the County shall provide the Department with written notification of either its intent to:

(a) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(b) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in paragraph 13 of this Agreement.

11. The County is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and shall, report same to the Department.

12. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter

of the date of the invoice is received or the goods or services are received, inspected or approved. If a payment is not available within 40 days, a separate interest penalty of .0333 percent per day will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment.

Invoices which have to be returned to a vendor because of vendor 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 agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800/848-3792.

13. The County further agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

(b) That aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by the Department.

(c) To include these aforementioned audit and recordkeeping requirements in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(d) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide the Department with a report containing a detail of work completed according to the project schedule; a description of any change orders executed; and a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.

14. Upon termination of this Agreement the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement.

(b) A report which shall specify (i) the total funds transferred to the County by the Department pursuant to this Agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the

total direct Project costs paid from funds made available by the Department pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the Company's capital investment and (vi) the actual number of permanent full-time jobs created by the Company.

15. Two (2) years after the Company has completed the construction associated with this transportation project, the County will provide the Department with the actual number of new permanent full-time jobs created by the Company.

16. The County shall provide copies to the Department of all audit reports made pursuant to Sections 11.45, 125.01(1)(x) and 218.33, Florida Statutes, encompassing any and all Project records and documents made during the term of this Agreement.

17. The County shall act as an independent contractor and not as an employee of the Department in the performance of this Agreement. The County 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 or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which the Department, or said parties may be subject to, except that neither the County 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.

18. Unless terminated earlier, the construction of the transportation project shall commence no later than January 31, 1995 and shall be completed on or before July 30, 1995. The Department shall have the immediate option to terminate this Agreement should the County fail to meet either of the above required dates.

19. Upon termination or expiration of this Agreement, any funds made available by the Department pursuant to this Agreement that have not been expended at that time shall be returned to the Department. All investment earnings realized pursuant to paragraph 4 above shall be returned to the Department.

20. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the County in violation of this Agreement, other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications required or permitted to be filed by the County shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

21. This Agreement may be terminated by the Department in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than

24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, the County shall return funds in accordance with paragraphs 19 and 20, of this Agreement within 30 days of the termination of this Agreement.

22. In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to the Department at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion date, such request must be received by the Department prior to the expiration of the current commencement or project completion date.

If the request for modification of the commencement or completion date is made after the expiration of such date, the Department shall have the option to terminate this Agreement.

23. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

24. This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this eleven (11) page Agreement the day and year first above written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

COUNTY COMMISSION
COUNTY OF NASSAU, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

[Handwritten Signature]
[Handwritten Signature]
Veronica L. Goins
Executive Secretary

[Handwritten Signature]
[Handwritten Signature]
John A. Crawford, Chairman
Board of County Commissioners
T.J. "Jerry" Greeson, Ex-Officio Cle
Board of County Commissioners

ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
 FLORIDA DEPARTMENT OF COMMERCE
 DIVISION OF ECONOMIC DEVELOPMENT

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and Rule 8-6 FAC adopted by the Division of Economic Development.

I.

APPLICANT

Local Government Applicant: Neasen County

Local Government Federal Employee Identification Number 59-1863072-025

Name of Primary Contact: Ms. Joanne Gason

Title: Chief Assistant to Clerk

Address: P.O. Box 456
 416 Center Street (32034)

(City) Fernandina Beach (State) Florida (Zip) 32034

Telephone: 904-321-5703 Fax: 904-321-5723

COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company: Coastline Plastics, Inc.

Primary Contact: Mark Porter

Title: President

Address: 6180 Fort Caroline Road

(City) Jacksonville (State) Florida (Zip) 32211

Telephone: 904-745-5253 Fax: 904-745-5254

Principal Business Activity: Plastics Manufacturing

SIC Code Number: 2821

Type of Facility: New (X) Existing () Expansion ()

Estimated Time for Construction: 7 Months

Estimated Square Feet of Facility: 20,000 Sq. Ft.

A two lane road approximately 400 feet in length with each lane being 12 feet wide. There will be a safety island between the lanes and additional space available to provide for additional lanes if needed.

B. Briefly describe the transportation project which will alleviate the transportation problem:

Ingress and egress to and from the property is by a logging trail and not feasible for the future use.

A. Briefly describe the transportation problem which is an impediment to the company described above and give its importance to the company's decision.

III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)

Coastline Plastics will construct a new facility of 20,000 square feet to produce CPVC pipe.

Briefly Describe the Facility (New or Existing) or the Expansion:

New Capital Investment Generated: Approximately \$6,000,000.00

(Must be at least 100 if grant request is \$200,000-\$1,000,000 or 200 if request is greater than \$1,000,000)

Full-time Employment Generated/Retained: 100 New 100 Retained

V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate: 6.2
 Information Source: U. S. Census 1990

B. Per Capita Income: 13,288
 Information Source: U. S. Census 1990

C. Poverty Rate: 11.7%
 Information Source: U. S. Census 1990

IV. PROJECT LOCATION

A. Located in an Enterprise Zone? Yes No

B. Located in the Target Area of a Community Development Corporation? Yes No

E. Estimated time for construction: 120 days

(NOTE: Must add up to Total Cost in C. above)

TOTAL COST: \$ 1,436,340

Request from the Economic Development Transportation Fund (\$2,000,000 maximum): \$ 1,327,140

D. Transportation Project Funding Sources:

City:	\$ <u>0</u>
County:	\$ <u>0</u>
Company:	\$ <u>109,200</u>

*May be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

TOTAL COST: \$ 1,436,340

C. Estimated Cost of the Transportation Project:

Construction:	\$ <u>1,000,800</u>
Right-of-Way:	\$ <u>109,200</u>
Design & Engineering:	\$ <u>326,340</u>

ROADWAY ESTIMATE FOR
 FERNANDINA INTERNATIONAL TRADEPLEX
 JULY 15, 1994

ITEM	QUANTITY	UNIT PRICE	TOTAL
1. Asphalt Pavement	20,000 S.Y.	\$ 3.75	\$ 75,000
2. Limerock	22,800 S.Y.	5.75	131,100
3. Base (12 inch)	33,400 S.Y.	1.50	50,100
4. Curb and Gutter	12,800 L.F.	8.00	102,400
5. Fill (A-3)	48,400 C.Y.	5.50	266,200
6. Seeding/Grass	22,000 S.Y.	.40	8,800
7. Striping & Marking	9,500 L.F.	1.35	12,825
8. Clearing & Grubbing	10.5 Acres	3,500.00	36,750
9. 18" R.C.P.	1,450 L.F.	1.25/IN ϕ /Ft.	32,625
10. 24" R.C.P.	2,000 L.F.	1.25/IN ϕ /Ft.	60,000
11. 30" R.C.P.	800 L.F.	1.25/IN ϕ /Ft.	30,000
12. Curb Inlets (Type 4)	28 Each	2,000.00	56,000
13. End Sections	6 Each	1,500.00	9,000
14. Signs	Lump Sum	13,000.00	13,000
15. Geotechnical	Lump Sum	32,000.00	32,000
16. Traffic Detouring	Lump Sum	10,000.00	10,000
17. Removal of Unstable Soils	25,000 C.Y.	3.00	75,000
SUBTOTAL			1,000,800
18. Const. Survey	Lump Sum		
19. Const. Survey	Lump Sum		
20. Design Engineering	Lump Sum		
SUBTOTAL			326,340
GRAND TOTAL			\$1,327,140

VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? Yes No

If not, what is the expected time frame for compliance?

B. What is the future land use map designation for the business facility site? It is zoned industrial

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? Yes No

If not, describe the inconsistency and give the time frame for amending the plan:

D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities? Yes No

If so, explain:

E. Does construction of the business facility trigger concurrency requirements for transportation facilities? Yes No

If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element? Yes No

_____ Yes _____ No If no, please explain: _____

Is there an alternative that would provide more cost effective access to the project? Yes No
Are there any additional traffic impacts? Yes _____ No
Yes, does the project provide for additional impact? Yes _____ No

_____ International Tradelex

VII. PROJECT INFORMATION
Location of Project (Road Number): _____
U.S. State Ala (200) County _____ City _____
Party responsible for maintenance and upkeep: _____
State _____ County City _____ (If more than one is applicable, please indicate.)
Total length of project: _____ mile(s)
Brief Description of Project: _____
Access road to the farmline _____

_____ If not, why not? _____

H. Will low to moderate income workers be eligible for employment within this facility? Yes No

_____ No _____

G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

VIII. TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY
Traffic generation estimates (in number of vehicles daily):

1. Number of Cars 200 Number of Trucks 14

AM Peak Hour 7:30 a.m. to 8:30 a.m.: Indicate Number of:

2. Inbound Cars 70 Inbound Trucks 7

Outbound Cars 60 Outbound Trucks 7

PM Peak Hour 7:30 p.m. to 8:30 p.m.: Indicate Number of:

3. Inbound Cars 60 Inbound Trucks 7

Outbound Cars 70 Outbound Trucks 7

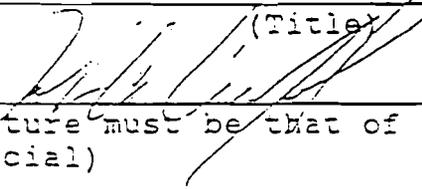
If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

DOT form, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

Please type: John A. Crawford
(Name)

Chairman, Board of County Commissioners

(Title)

Signature: 
(Signature must be that of an elected city or county official)

Specific Authority 288.063, 120.53 (1) (a), F. S.

Laws Implemented 288.063, 120.53 (1) (a), F. S.

III. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE -

Based on information provided with this application:

Estimated cost of construction: \$ 1,000,800

Estimated cost of right-of-way: \$

Estimated cost of design and engineering: \$ 326,370

Has design and engineering been completed? Yes _____ No _____

Was cost overrun considered in total cost? Yes No _____

If yes, how much? N/A

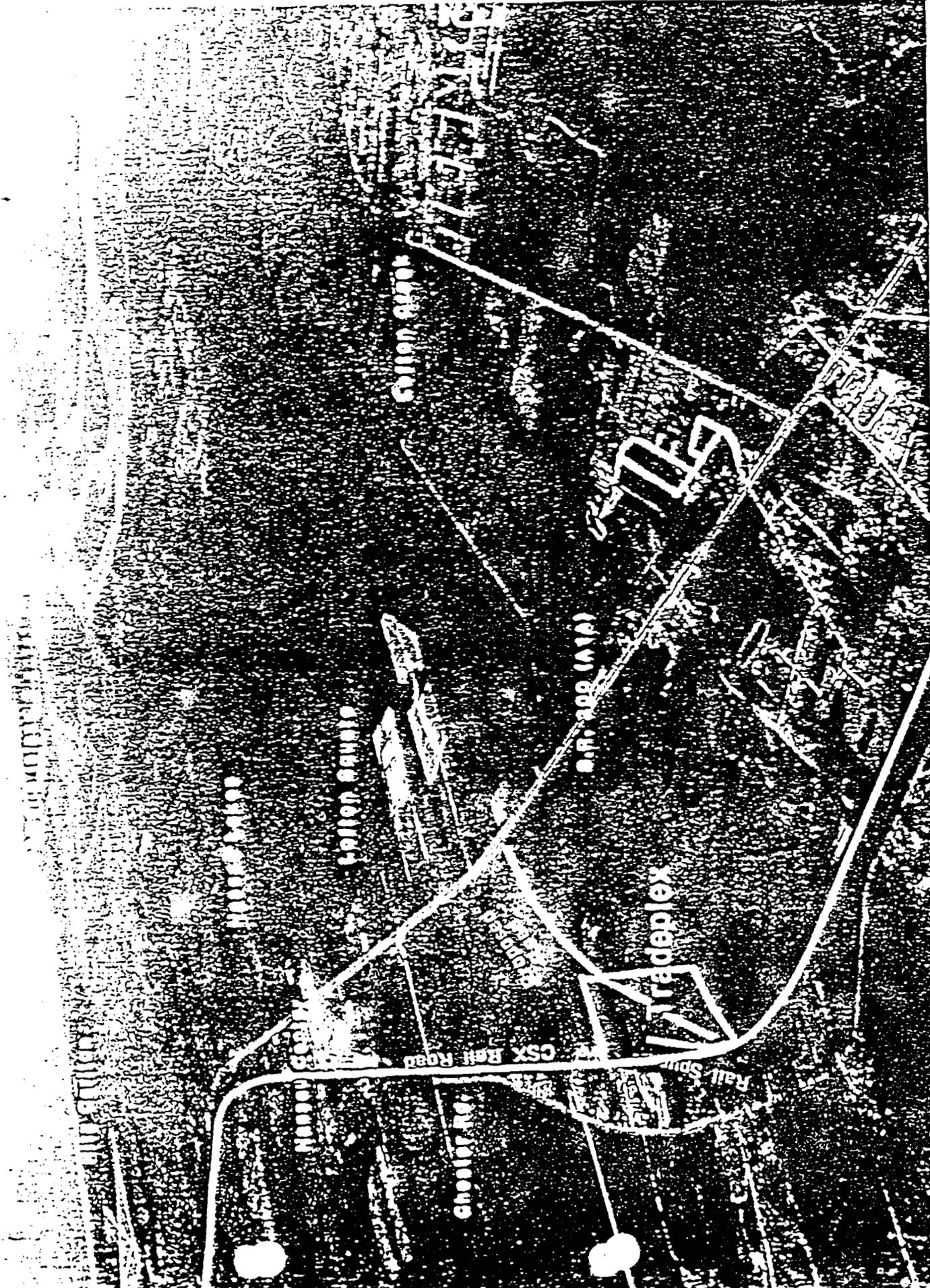
Is design in accordance with DOT specifications? _____

How many days estimated for completion? 170 days

DOT Comments: Cost estimate is based on current FDOT Statewide

Averages:

(Signature of DOT)



Water Tower



STATE OF FLORIDA DEPARTMENT OF COMMERCE
Division of Economic Development

February 17, 1995

Ms. Joanna Cason
Chief Assistant to Clerk
Nassau County
Post Office Box 456
Fernandina Beach, Florida 32034

Dear Ms. Cason

Enclosed is are two (2) Economic Development Transportation Fund Agreement Modifications with the Florida Department of Commerce and Nassau County on behalf of Coastline Plastics, Inc.. This Agreement Modification will extend the Agreement termination date to January 31, 1997. It will also extend the road construction commencement date to July 31, 1995 and road construction termination date to January 31, 1996. Changes were made to the vendor rights clause and auditing requirements to coincide with Florida Statute language.

Please have signed and witnessed these two (2) Agreement Modifications and return them to me for further processing. If you have any questions, please call me at 904/488-9357.

Sincerely,

Barbara W. McLendon

Barbara W. McLendon
Administrative Assistant

/bwm

Enclosures: Agreement Modification, Rules of the Auditor General for Chapter 10.60, Section 216.349 F.S.

Director's
Office
904/488-6300

Business
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904/488-9357

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and Television
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International
Trade and
Development
904/488-6124

**RULES
OF THE
AUDITOR GENERAL**

CHAPTER 10.600

**AUDITS OF
STATE GRANTS AND AIDS APPROPRIATIONS
UNDER SECTION 216.349, FLORIDA STATUTES**

EFFECTIVE 9-30-94



RULES OF THE AUDITOR GENERAL
Chapter 10.600

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PREFACE TO RULES

Section 216.349, Florida Statutes, imposes audit requirements on recipients of grants and aids appropriations from State agencies. The grants and aids appropriations referred to in Section 216.349, Florida Statutes, are those designated as "grants and aids" in a Florida appropriations act. The beginning point of any audit required by this section of law should be a determination of which State moneys received by the auditee are grants and aids appropriations as described above.

The Auditor General has no authority or responsibility to determine which grants and aids are covered by this section of the Florida Statutes. Because of responsibilities assigned to the administering State agency and the Comptroller of the State of Florida, either or both should be able to assist the auditee in determining which grants and aids come under Section 216.349, Florida Statutes. The administering State agency should also be consulted regarding any specific form requirements for the required report and schedule.

These rules apply only to grants made by State agencies from appropriations designated as "grants and aids" in a Florida appropriations act. These rules do not apply to grants made from sources of money other than those designated as "grants and aids" in a Florida appropriations act. There may be occasions when State grants and aids appropriation moneys received from a State agency may include Federal and local grant moneys. These rules require a Schedule of State Financial Assistance, which in effect requires that State grants and aids appropriation moneys be shown on a separate schedule or disaggregated when included on a schedule prepared under other applicable Federal audit requirements.

The Schedule of State Financial Assistance may be combined with the Schedule of Federal Financial Assistance for reporting purposes so long as the State grants and aids appropriation moneys are clearly identified and shown separately. Likewise, the compliance report on State grants and aids appropriation moneys may be combined with the compliance report on Federal financial assistance so long as the language of the report clearly indicates that the required assurance also applied to the State grants and aids appropriation moneys on the schedules.

If an audit is required pursuant to Section 216.349, Florida Statutes, these rules require a compliance report which shall address State grants and aids appropriation moneys and should contain both a statement of positive assurance and a statement of negative assurance with respect to the State grants and aids appropriation moneys. The compliance report required under these rules is the same for local governmental entities, nonprofit organizations, and for-profit organizations. The referenced auditing standards are different for each type of entity but the

audit procedures should be essentially the same for each type of entity.

The auditor, in accordance with applicable auditing standards, must determine the level or amount of testing necessary to report on whether or not the expenditures of the grants were in accordance with all legal and regulatory requirements and that the funds were not used for the purpose of lobbying the Legislature, the judicial branch, or a State agency. Nothing in these rules precludes the auditor from testing grant moneys for both Federal and State requirements at the same time. However, as stated earlier, these rules do require a Schedule of State Financial Assistance and statements of positive and negative assurance covering State grants and aids appropriation moneys specifically.

Nothing contained in these rules precludes a State granting agency from imposing requirements that are in addition to those specified in these rules.

History: New 06-30-93
Amended 06-30-94

10.610 LOCAL GOVERNMENTAL ENTITIES

- (1) Definition -- For purposes of this Rule, the term "local governmental entity" has the meaning set forth in Section 11.45(1)(d), Florida Statutes, as follows:

"'Local governmental entity' means a county agency, municipality, or special district as defined by s. 218.31(5), but does not include any housing authority created pursuant to chapter 421."

- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a local governmental entity, the audit shall be made using applicable standards from *Government Auditing Standards* (1988 Revision). At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should contain a statement of positive assurance on those items which were tested for compliance and negative assurance on those items not tested. These positive and negative assurance statements should refer to the Schedule of State Financial Assistance. It should include all material instances of noncompliance and all instances or indications of illegal acts which could result in criminal prosecution.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.

History: New 06-30-92
Amended 06-30-93, 06-30-94

10.620 NONPROFIT ORGANIZATIONS

- (1) Definition -- The term "nonprofit organization" means any organization which is not a local governmental entity or for-profit organization.
- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a nonprofit organization, the audit shall be made using applicable standards from *Government Auditing Standards* (1988 Revision). At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should contain a statement of positive assurance on those items which were tested for compliance and negative assurance on those items not tested. These positive and negative assurance statements should refer to the Schedule of State Financial Assistance. It should include all material instances of noncompliance and all instances or indications of illegal acts which could result in criminal prosecution.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.

History: New 06-30-92
Amended 06-30-93, 06-30-94

10.630 FOR-PROFIT ORGANIZATIONS

- (1) Definition -- The term "for-profit organization" means any organization which is not a local governmental entity or nonprofit organization.
- (2) When an audit is required pursuant to Section 216.349, Florida Statutes, and the entity receiving the grant is a for-profit organization, the audit shall be made using applicable standards from generally accepted auditing standards. At a minimum, applicable standards should include those standards which refer to compliance with laws and regulations. Grantor State agencies may also impose additional requirements.
- (3) The audit report produced in compliance with Section 216.349, Florida Statutes, shall contain a schedule of State financial assistance which meets the requirements of the granting agency(s) and a written report on the auditor's tests of compliance with applicable laws and regulations. This report, which may be included in either the report on the financial audit or a separate report, should contain a statement of positive assurance on those items which were tested for compliance and negative assurance on those items not tested. These positive and negative assurance statements should refer to the Schedule of State Financial Assistance. It should include all material instances of noncompliance and all instances or indications of illegal acts which could result in criminal prosecution.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.

History: New 06-30-92
Amended 06-30-93, 06-30-94

10.640 EFFECTIVE DATE

These Rules, as amended, shall take effect September 30, 1994, and are applicable to audits for fiscal years ending September 30, 1994, and thereafter.

General Authority and Law Implemented - Section 11.45, Florida Statutes, and Section 216.349, Florida Statutes.

History: New 06-30-92
Amended 06-30-93, 06-30-94

APPENDIX

EXCERPTS FROM FLORIDA STATUTES, 1993

216.349 Financial review of grants and aids appropriations; audit or attestation statement. --

(1) Before disbursing any funds from a grants and aids appropriation pursuant to a grant or contract, the state agency, or the judicial branch, authorized by the appropriations act to administer the funds and the Comptroller must independently ensure that the proposed expenditure is in accordance with all legal and regulatory requirements and find that the terms of the grant or contract specifically prohibits the use of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

(2) Any local governmental entity, nonprofit organization, or for-profit organization that is awarded funds from a grants and aids appropriation by a state agency shall:

(a) If the amounts received exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45;

(b) If the amounts received exceed \$25,000 but do not exceed \$100,000, have an audit performed in accordance with the rules of the Auditor General promulgated pursuant to s. 11.45 or have a statement prepared by an independent certified public accountant which attests that the receiving entity or organization has complied with the provisions of the grant; or

(c) If the amounts received do not exceed \$25,000, have the head of the entity or organization attest, under penalties of perjury, that the entity or organization has complied with the provisions of the grant.

All audits performed or attestation statements prepared under this subsection shall be filed with the granting agency and with the Auditor General.

History. -- s. 29, ch. 91-109; s. 78, ch. 92-142.

A G R E E M E N T

This Agreement, entered into this 3rd day of October, 1994 between the State of Florida Department of Commerce, Division of Economic Development, hereinafter referred to as the "Department", and the County of Nassau, hereinafter referred to as the "County".

W I T N E S E T H:

WHEREAS, the Department has determined that the construction of a transportation project, a description of which is contained in the Economic Development Transportation Fund Application, which is attached as Exhibit "A" hereinafter referred to as the "Project", is necessary to facilitate the economic development and growth of the State as contemplated by Section 288.063, Florida Statutes, and

WHEREAS, the County is prepared to complete the Project at an estimated total cost of \$1,436,340 and

WHEREAS, the Department is prepared to provide \$1,327,140 toward the total project cost of construction of the transportation project described below.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth and agreed between the parties as follows:

1. The Project is described as follows:

Construct a two lane access road with safety median from Highway A1A/State Road 200 to the company's site, a distance of approximately .83 miles in length.

and is in connection with the location of facilities by Coastline Plastics, Inc. hereinafter referred to as the "Company".

2. The term of this Agreement shall commence upon execution and continue through July 30, 1996, unless terminated at an earlier date as provided herein.

3. Upon execution of this Agreement by the Department and upon written request from the County, the Department will transfer funds to the County to be applied toward direct Project costs on a quarterly basis consistent with project needs.

4. Funds transferred to the County by the Department shall be invested by the County until their actual expenditure, in such income or revenue producing investments as authorized by law for other County funds. All income, interest or other revenues obtained from such investment shall be considered funds of the Department. The income, interest or other revenues shall be remitted to the Department on a semi-annual basis within fifteen (15) days of the close of the months June and December, regardless of the month in which funds were received. Upon completion of the project, all remaining income, interest, or other revenues shall be returned to the Department.

5. Project funds made available by the Department shall not be released until the following have been satisfied.

(a) The County shall agree by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the County system and forward said resolution to the Department.

(b) The County shall certify to the Department that the Company referred to in paragraph 1 above has secured the necessary permits including but not limited to building permits and initiated construction of the facilities referenced therein. If the County fails to provide such certification to the Department within 180 days of this contract's execution, the Department may, at its discretion, terminate this Agreement.

(c) Verification of invoices, statements or other related documents duly submitted to the County for pre-audit and approval by the County.

(d) The County shall certify that its adopted local government comprehensive plan is in compliance with Chapter 163, Part II, Florida Statute, and that any amendments to the adopted plan related to the transportation projects or business facility have been determined by the Department of Community Affairs to be in compliance with Chapter 163, Part II, Florida Statute.

(e) The County shall provide to the Department certification and a copy of appropriate documentation

substantiating that all required right-of-ways have been obtained and meet the definition of right-of-way set forth in Section 334.03(22), Florida Statutes.

6. Funds made available by the Department pursuant to this Agreement shall be expended solely for the purpose of the Project. No such funds shall be used for the purchase of any capital equipment, landscaping, mitigation planting, water and sewer lines, for any legal action against the Department, for the administration of the project fund or costs associated with preparation of the application.

7. Funds may not be used for the purpose of lobbying the legislature or a state agency per Section 216.347, Florida Statutes.

8. As an inducement to the transfer of funds referred to in paragraph 3 above, the County grants the assurances that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from the Department. The County shall be liable for all cost overruns on the Project.

9. The County agrees to design and construct the Project in accordance with standards promulgated by the Florida Department of Transportation (DOT) in accordance with Section 336.045 Florida Statutes, and to provide certification of same to the Department upon completion of the Project. Such certification shall be provided by a professional engineer registered in Florida who shall certify that all design and

construction for the Project is in substantial conformance with the standards established by DOT pursuant to Section 336.045, Florida Statutes.

10. Prior to the Department's release of any requested funds, the County shall provide the Department with written notification of either its intent to:

(a) Award the construction of the transportation project to the lowest and best bidder in accordance with applicable state and federal statutes, rules and regulations. The County shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(b) Construct the transportation project utilizing existing County employees, if the County can complete said project within the time frame in paragraph 13 of this Agreement.

11. The County is encouraged to utilize "minority business enterprises," as defined in Section 288.703, Florida Statutes, as subcontractors or sub-vendors when permitted under this Agreement and shall, report same to the Department.

12. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter

of the date of the invoice is received or the goods or services are received, inspected or approved. If a payment is not available within 40 days, a separate interest penalty of .0333 percent per day will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment.

Invoices which have to be returned to a vendor because of vendor 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 agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800/848-3792.

13. The County further agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted governmental accounting principles, procedures and practices which sufficiently and properly reflect all costs of any nature incurred by the County in the performance of this Agreement and to retain said books, records, documents and other evidence for a period of three (3) years after termination of this Agreement.

(b) That aforesaid records, books, documents and other evidence shall be subject at all times to inspection, review or audit by state personnel of the Office of Auditor General, Office of Comptroller and other state personnel authorized by the Department.

(c) To include these aforementioned audit and recordkeeping requirements in contracts and subcontracts entered into by the County with any party for work required in the performance of this Agreement.

(d) That three (3) months after the date of execution of this Agreement and every three (3) months thereafter, the County will provide the Department with a report containing a detail of work completed according to the project schedule; a description of any change orders executed; and a budget summary detailing planned expenditures versus actual expenditures; and identification of minority business enterprises used as contractors and subcontractors.

14. Upon termination of this Agreement the County will provide the following:

(a) Certification that the Project has been completed in compliance with the terms and conditions of this Agreement.

(b) A report which shall specify (i) the total funds transferred to the County by the Department pursuant to this Agreement; (ii) the total income, interest or other revenues obtained from the investment of said funds; (iii) the

total direct Project costs paid from funds made available by the Department pursuant to this Agreement; (iv) the balance of any unexpended Project funds; (v) the actual amount of the Company's capital investment and (vi) the actual number of permanent full-time jobs created by the Company.

15. Two (2) years after the Company has completed the construction associated with this transportation project, the County will provide the Department with the actual number of new permanent full-time jobs created by the Company.

16. The County shall provide copies to the Department of all audit reports made pursuant to Sections 11.45, 125.01(1)(x) and 218.33, Florida Statutes, encompassing any and all Project records and documents made during the term of this Agreement.

17. The County shall act as an independent contractor and not as an employee of the Department in the performance of this Agreement. The County 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 or omission by the County during the performance of the contract, whether direct or indirect, and whether to any person or property to which the Department, or said parties may be subject to, except that neither the County 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.

18. Unless terminated earlier, the construction of the transportation project shall commence no later than January 31, 1995 and shall be completed on or before July 30, 1995. The Department shall have the immediate option to terminate this Agreement should the County fail to meet either of the above required dates.

19. Upon termination or expiration of this Agreement, any funds made available by the Department pursuant to this Agreement that have not been expended at that time shall be returned to the Department. All investment earnings realized pursuant to paragraph 4 above shall be returned to the Department.

20. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the County in violation of this Agreement, other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications required or permitted to be filed by the County shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

21. This Agreement may be terminated by the Department in the event the County fails to perform or honor the requirements and provisions of this Agreement, upon no less than

24 hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of such termination, the County shall return funds in accordance with paragraphs 19 and 20, of this Agreement within 30 days of the termination of this Agreement.

22. In the event the County desires to modify any of the terms and conditions of this Agreement, the County shall make such request for modification in writing to the Department at anytime during the term of this Agreement. However, where the request for modification relates to changes in the project commencement and/or project completion date, such request must be received by the Department prior to the expiration of the current commencement or project completion date.

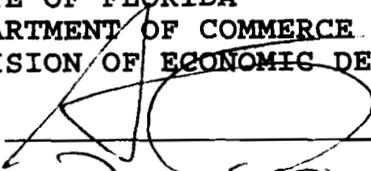
If the request for modification of the commencement or completion date is made after the expiration of such date, the Department shall have the option to terminate this Agreement.

23. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

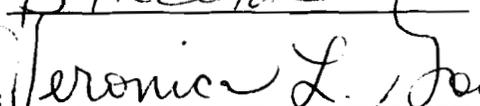
24. This Agreement is executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set to this eleven (11) page Agreement the day and year first above written by their respective officials thereunto duly authorized.

STATE OF FLORIDA
DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

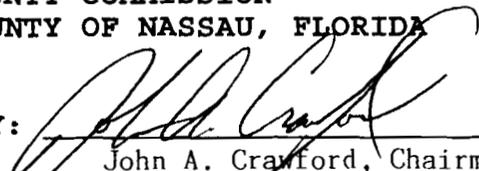
BY: 

TITLE: Director

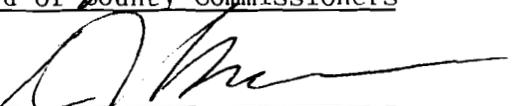
ATTEST: 

TITLE: Executive Secretary

COUNTY COMMISSION
COUNTY OF NASSAU, FLORIDA

BY: 

TITLE: John A. Crawford, Chairman
Board of County Commissioners

ATTEST: 

TITLE: T.J. "Jerry" Greeson, Ex-Officio Clerk
Board of County Commissioners

EXHIBIT "A"

ECONOMIC DEVELOPMENT TRANSPORTATION FUND APPLICATION
FLORIDA DEPARTMENT OF COMMERCE
DIVISION OF ECONOMIC DEVELOPMENT

Applicants are advised that this application must be submitted in accordance with the provisions of Florida Statutes, Section 288.063, and Rule 8-6 FAC adopted by the Division of Economic Development.

I.

APPLICANT

Local Government Applicant: Nassau County

Local Government Federal Employee Identification Number

59-186307

Name of Primary Contact: Mr. Joanna Cason

Title: Chief Assistant to Clerk

Address: P.O. Box 456

(City) Fernandina Beach
(State) Florida
(Zip) 32034

Telephone: 904-321-5703 Fax: 904-321-5723

II.

COMPANY PROVIDING EMPLOYMENT (only one company may be listed)

Company: Coastline Plastics, Inc.

Primary Contact: Mark Porter

Title: President

Address: 6180 Fort Caroline Road

(City) Jacksonville
(State) Florida
(Zip) 32211

Telephone: 904-745-5253 Fax: 904-745-5254

Principal Business Activity: Plastics Manufacturing

SIC Code Number: 2821

Type of Facility: New (X) Existing () Expansion ()

Estimated Time for Construction: 4 Months

Estimated Square Feet of Facility: 20,000 Sq. Ft.

B. Briefly describe the transportation project which will alleviate the transportation problem:

A two lane road approximately 4400 feet in length with each lane being 12 feet wide. There will be a safety island between the lanes and additional space available to provide for additional lanes if needed.

A. Briefly describe the transportation problem which is an impediment to the company described above and give its importance to the company's decision.

Ingress and egress to and from the property is by a logging trail and not feasible for the future use.

III. TRANSPORTATION (Attach a rough site plan with facility in relation to the requested transportation improvements.)

Coastline Plastics will construct a new facility of 20,000 square feet to produce CPVC pipe.

Briefly Describe the Facility (New or Existing) or the Expansion:

New Capital Investment Generated: Approximately \$6,000,000.00

Full-time Employment Generated/Retained: 100 New Retained

(Must be at least 100 if grant request is \$200,000-\$1,000,000 or 200 if request is greater than \$1,000,000)

C. Estimated Cost of the Transportation Project:

Construction: \$ 1,000,800
Right-of-Way: \$ 109,200 *
Design & Engineering: \$ 326,340

TOTAL COST: \$ 1,436,340

*May be used as matching dollars if acquisition is required from a third party in order to construct the transportation facility.

D. Transportation Project Funding Sources:

City: \$ 0
County: \$ 0
Company: \$ 109,200

Request from the Economic Development
Transportation Fund
(\$2,000,000) maximum): \$ 1,327,140

TOTAL COST: \$ 1,436,340

(NOTE: Must add up to Total Cost in C. above)

E. Estimated time for construction: 120 Days

IV. PROJECT LOCATION

A. Located in an Enterprise Zone? Yes No

B. Located in the Target Area of a Community
Development Corporation? Yes No

V. SELECTED ECONOMIC INDICATIONS

A. Unemployment Rate: 6.2
Information Source: U. S. Census 1990

B. Per Capita Income: 13,288
Information Source: U. S. Census 1990

C. Poverty Rate: 11.7%
Information Source: U. S. Census 1990

ROADWAY ESTIMATE FOR
 FERNANDINA INTERNATIONAL TRADEPLEX
 JULY 15, 1994

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1. Asphalt Pavement	20,000 S.Y.	\$ 3.75	\$ 75,000
2. Limerock	22,800 S.Y.	5.75	131,100
3. Base (12 inch)	33,400 S.Y.	1.50	50,100
4. Curb and Gutter	12,800 L.F.	8.00	102,400
5. Fill (A-3)	48,400 C.Y.	5.50	266,200
6. Seeding/Grass	22,000 S.Y.	.40	8,800
7. Striping & Marking	9,500 L.F.	1.35	12,825
8. Clearing & Grubbing	10.5 Acres	3,500.00	36,750
9. 18" R.C.P.	1,450 L.F.	1.25/IN ϕ /Ft.	32,625
10. 24" R.C.P.	2,000 L.F.	1.25/IN ϕ /Ft.	60,000
11. 30" R.C.P.	800 L.F.	1.25/IN ϕ /Ft.	30,000
12. Curb Inlets (Type 4)	28 Each	2,000.00	56,000
13. End Sections	6 Each	1,500.00	9,000
14. Signs	Lump Sum	13,000.00	13,000
15. Geotechnical	Lump Sum	32,000.00	32,000
16. Traffic Detouring	Lump Sum	10,000.00	10,000
17. Removal of Unsuitable Soils	25,000 C.Y.	3.00	<u>75,000</u>
SUBTOTAL			1,000,800
18. Const. Survey	Lump Sum		
19. Const. Survey	Lump Sum		
20. Design Engineering	Lump Sum		
SUBTOTAL		326.340	<u>326,340</u>
GRAND TOTAL			\$1,327,140

VI. OTHER CONSIDERATIONS

A. Is the adopted local government comprehensive plan for the jurisdiction in compliance with Chapter 163, Part II, Florida Statutes? Yes No

If not, what is the expected time frame for compliance?

B. What is the Future Land Use Map designation for the business facility state? It is zoned industrial

C. Are the transportation project and business facility consistent with the adopted local government comprehensive plan? Yes No

If not, describe the inconsistency and give the time frame for amending the plan:

D. Does construction of the business facility trigger concurrency requirements other than for transportation facilities? Yes No

If so, explain:

E. Does construction of the business facility trigger concurrency requirements for transportation facilities? Yes No

If yes, what transportation management alternatives have been considered?

F. Does the adopted plan include an Economic Development Element? Yes No

Yes _____ No If no, please explain: _____

Is there an alternative that would provide more cost effective access to the project? Yes _____ No _____
Are there any additional traffic impacts? Yes _____ No _____
Yes, does the project provide for additional impact? _____ No If _____

International Tradeplex

Brief Description of Project: Access road to the Fernando
Total Length of Project: .83 mile(s)
one is applicable, please indicate.)
State _____ County X _____ City _____ (If more than
Party responsible for maintenance and upkeep:
U.S. _____ State Ala (200) County _____ City _____
Location of Project (Road Number):

VII. PROJECT INFORMATION

If not, why not? _____

H. Will low to moderate income workers be eligible for employment within this facility? Yes _____ No _____

No

G. Is the applicant's transportation project linked to other publicly funded economic development programs? If so, how does it further those efforts?

VIII. TRAFFIC IMPACTS FOR PROJECTS INVOLVING STATE HIGHWAYS ONLY
Traffic generation estimates (in number of vehicles daily):

1. Number of Cars 200 Number of Trucks 14

AM Peak Hour 7:30 a.m. to 8:30 a.m.: Indicate Number of:

2. Inbound Cars 70 Inbound Trucks 7

Outbound Cars 60 Outbound Trucks 7

PM Peak Hour 7:30 p.m. to 8:30 p.m.: Indicate Number of:

3. Inbound Cars 60 Inbound Trucks 7

Outbound Cars 70 Outbound Trucks 7

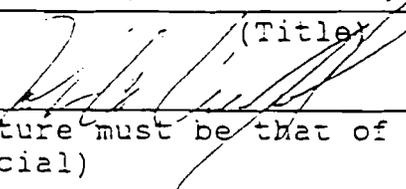
If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

DOT form, letter from applicant, letter from the benefiting company and a map showing the relationship of the facility to the transportation project must accompany this application.

Please type: John A. Crawford
(Name)

Chairman, Board of County Commissioners

(Title)

Signature: 
(Signature must be that of an elected city or county official)

Specific Authority 288.063, 120.53 (1) (a), F. S.

Laws Implemented 288.063, 120.53 (1) (a), F. S.

III. DOT TRANSPORTATION PROJECT CONSTRUCTION COST ESTIMATE -

Based on information provided with this application:

Estimated cost of construction: \$ 1,000,800

Estimated cost of right-of-way: \$

Estimated cost of design and engineering: \$ 326,340

Has design and engineering been completed? Yes No

Was cost overrun considered in total cost? Yes No

If yes, how much? N/A

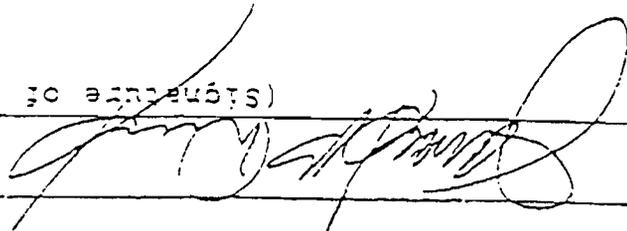
Is design in accordance with DOT specifications?

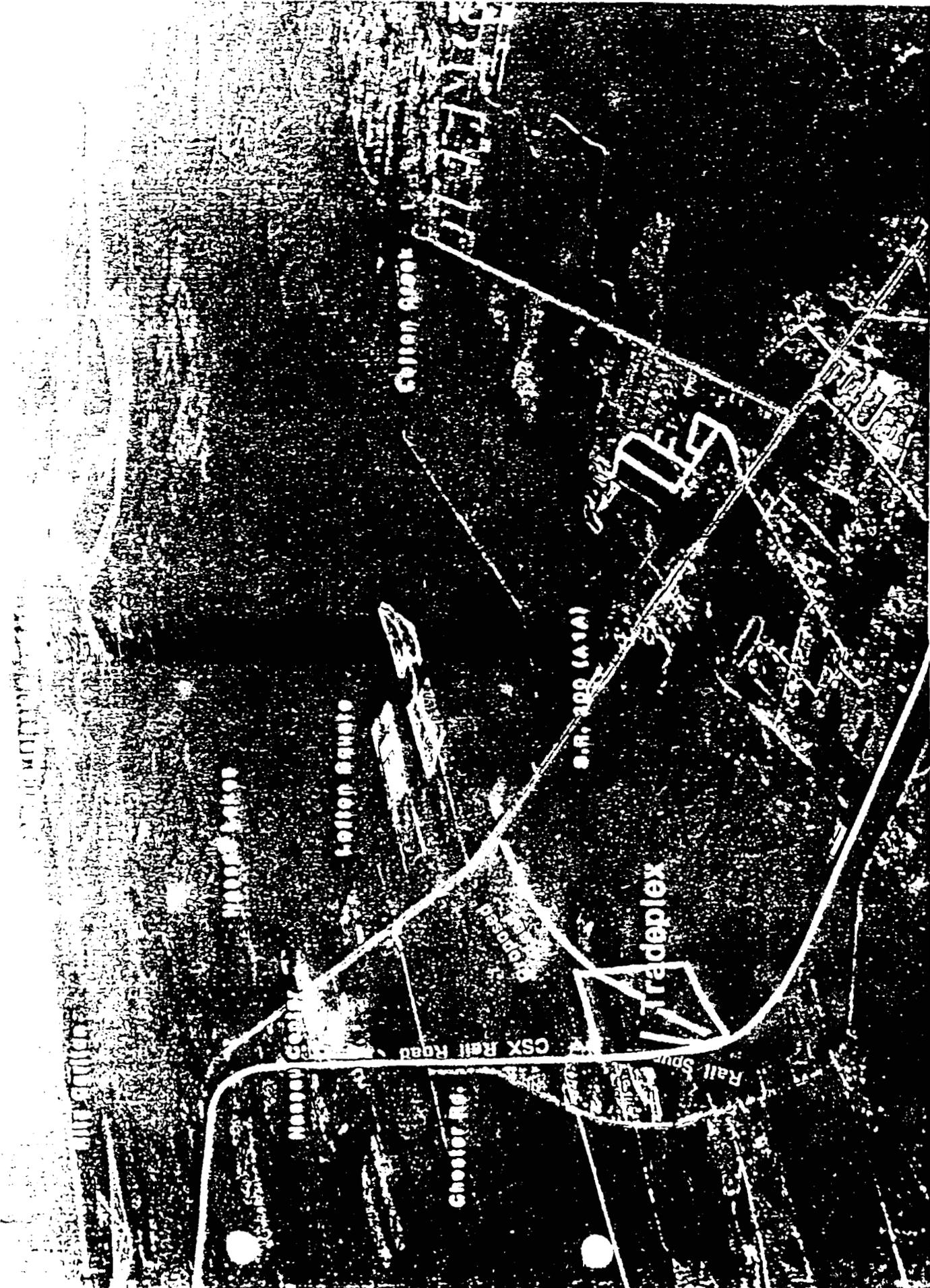
How many days estimated for completion? 170 days

DOT Comments: Cost estimate is based on current FDOT Statewide

Averages.

(Signature of DOT)





Lotton Creek

Lotton Square

S.R. 200 (A1A)

Trapezoid

Proposed

Chester Rd.

Rail Spur



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32035-1010

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
John A. Crawford Dist. No. 2 Fernandina Beach
Tom Branan Dist. No. 3 Yulee
Chris Kirkland Dist. No. 4 Hilliard
Jimmy L. Higginbotham Dist. No. 5 Callahan

March 1, 1995

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Ms. Barbara W. McLendon
Administrative Assistant
Florida Department of Commerce
Division of Economic Development
The Collins Building
Tallahassee, FL 32399-2000

Dear Ms. McLendon:

Enclosed please find two Economic Development Transportation Fund Agreement Modifications with the Florida Department of Commerce and Nassau County on behalf of Coastline Plastics, Inc. These modifications were executed by the Nassau County Board of County Commissioners on February 27, 1995. Please have said modifications executed by the state and return one original to our office for our files.

Thank you for your assistance in this matter.

Sincerely,

T. J. "Jerry" Greeson
Ex-Officio Clerk

TJG:jb

Enclosure

(904) 225-9021 Board Room; 321-5703, 879-1029, 355-6275

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