

RESOLUTION 95 - 51

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN NASSAU COUNTY AND THE DIVISION OF ECONOMIC DEVELOPMENT OF THE FLORIDA DEPARTMENT OF COMMERCE, AND ACCEPTING FUTURE MAINTENANCE AND ATTENDANT COSTS IN CONNECTION WITH THE TRADEPLEX PROJECT.

WHEREAS, the Division of Economic Development of the Florida Department of Commerce, hereinafter referred to as the "Division", has determined that the construction of roads in the project known as the Tradeplex project in Nassau County is necessary to facilitate the economic development of the State as contemplated in Section 288.063, Florida Statutes, and as set forth in the Economic Development Transportation Fund application to one certain agreement between Nassau County and the Division; and

WHEREAS, the County is prepared to complete the project at an estimated total cost of \$1,327,140.00.

NOW, THEREFORE, BE IT RESOLVED this 27th day of March, 1995, the Board of County Commissioners of Nassau County, Florida, hereby set forth as follows:

1. The Chairman is hereby authorized to enter into an agreement between the County and the Division, which agreement is attached hereto as Exhibit "A" and includes one certain Economic Development Transportation Fund Application, which is attached thereto.

2. The County hereby assures the Division that the County will:

- a. Carry the project through to its completion;
- b. Agrees to design and construct the project in accordance

with standards established in the Agreement;

c. Agrees to accept future maintenance and attendant costs in connection with the project.

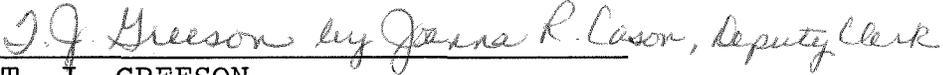
3. The Nassau County Port Authority shall be liable for any and all costs and cost overruns on the project.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



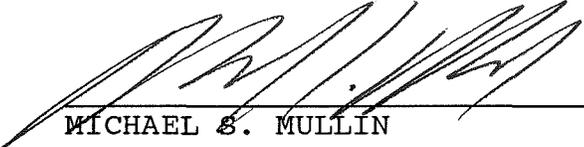
JIMMY L. HIGGINBOTHAM
Its: Chairman

ATTEST:



T. J. GREESON
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

7/b:t-plex2.res

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.

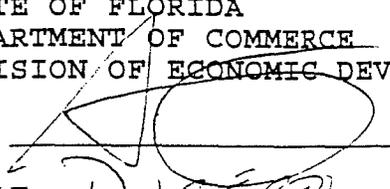
23. By the execution hereof, the parties covenant that the provisions of this Agreement have been duly approved and signatories hereto are duly authorized to execute this Agreement.

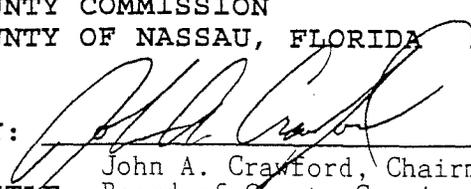
24. This Agreement is executed in duplicate originals.

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

COUNTY COMMISSION
COUNTY OF NASSAU, FLORIDA

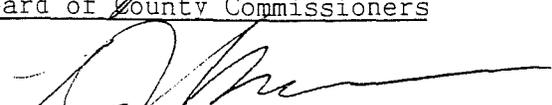
BY:  _____

BY:  _____

TITLE: Director

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

ATTEST: Jeronica L. Goin

ATTEST:  _____

TITLE: Executive Secretary

TITLE: T.J. "Jerry" Greeson, Ex-Officio Clerk
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: Nassau County

Local Government Federal Employee Identification Number

59-1863042

Name of Primary Contact: Ms. Joanna Cason

Title: Chief Assistant to Clerk

Address: P.O. Box 456

Fernandina Beach

Florida

32034

(City)

(State)

(Zip)

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

Jacksonville

Florida

32211

(City)

(State)

(Zip)

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

Principal Business Activity: Plastics Manufacturing

SIC Code Number: 2821

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

Estimated Time for Construction: 4 Months

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

Full-time Employment Generated/Retained:

New 100 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)

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

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

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

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

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.

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.

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 y No

B. Located in the Target Area of a Community
Development Corporation? Yes y 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)	43,400 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 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

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

No

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

If not, why not?

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: .83 mile(s)

Brief Description of Project: Access road to the Ferdinand

International Tradeplex

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

Yes No If no, please explain:

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

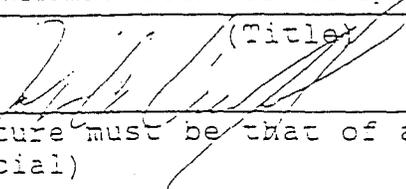
If this application is for a city road, the city must agree to maintain the road. If a county road is involved, the county must agree to maintain the road. This will be stipulated in all contracts involving expenditure of the Economic Development Transportation Fund.

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 X _____ No

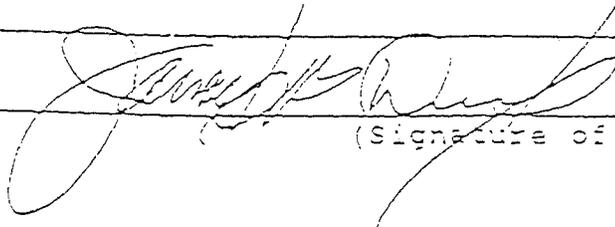
If yes, how much? N/A

Is design in accordance with DOT specifications? _____

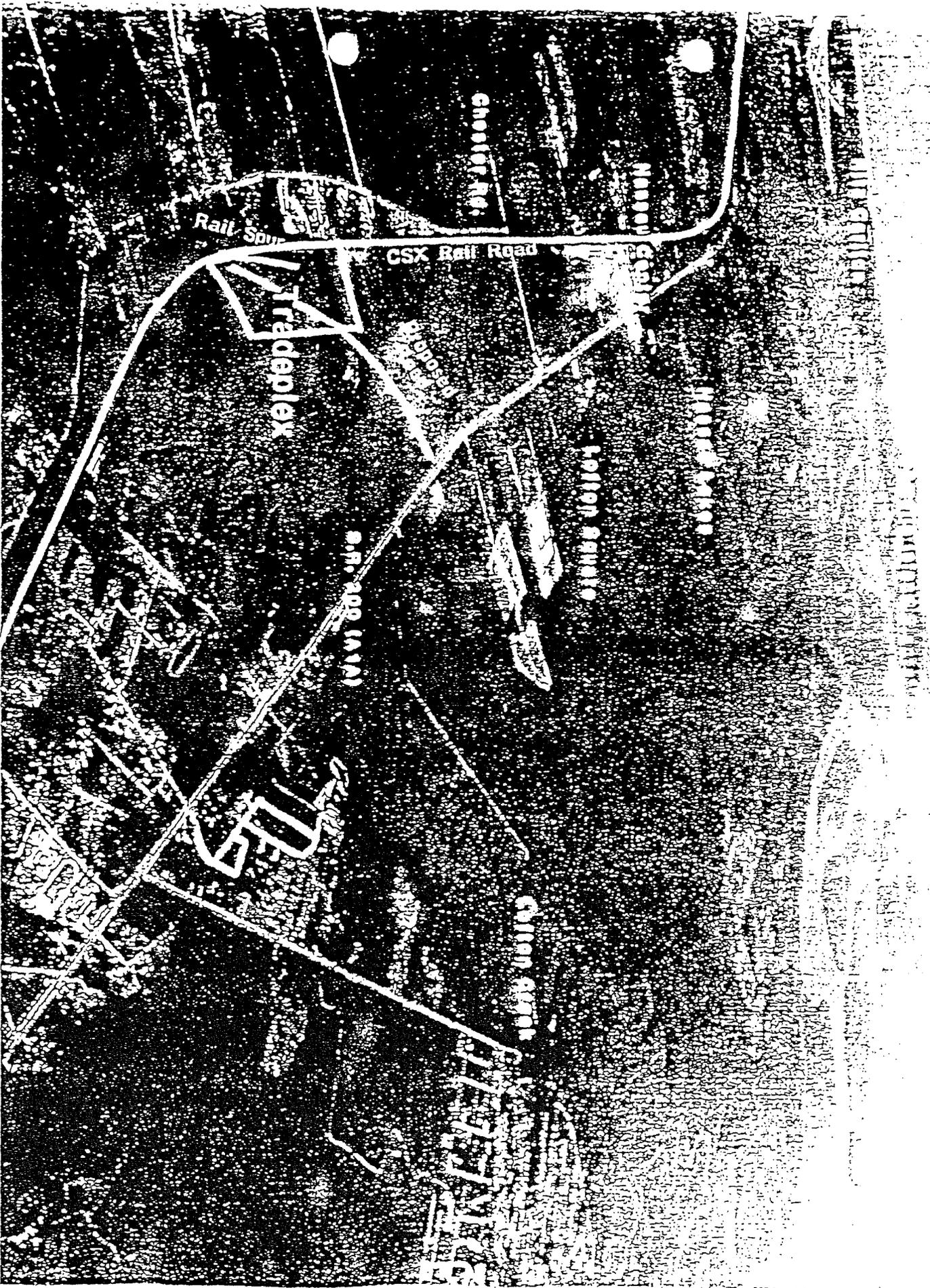
How many days estimated for completion? 170 days

DOT Comments: Cost estimate is based on current FDOT Statewide

Averages.



(Signature of DOT)



Rail Spur

CSX Rail Road

Tradeplex

S.R. 200 (A.A.)

Hollow Square

Callon Street

STREET

OCEAN HIGHWAY AND PORT AUTHORITY
910 SOUTH EIGHTH STREET
FERNANDINA BEACH, FLORIDA 32034
(904) 261-0098

January 24, 1995

The Honorable Jimmy L. Higginbotham
Chairman, Board of County Commissioners
Post Office Box 456
Fernandina Beach, Florida 32034

Re: Fernandina International Tradeplex

Dear Chairman Higginbotham:

This letter is to inform you that the Ocean Highway and Port Authority, at its January 23, 1994 meeting, voted unanimously to indemnify Nassau County for any cost over runs incurred in the pending Department of Commerce Road Grant for the Fernandina International Tradeplex. This agreement is contingent upon the County Commission consulting with the Ocean Highway and Port Authority prior to the issuance of any bids.

I appreciate the spirit of cooperation extended to us by this Commission and look forward to working with you on this project.

Yours sincerely,



Nick D. Deonas
Chairman

NDD/bs