

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

**TENTATIVE AGENDA FOR AUGUST 1, 2023, AT 5:30 P.M.**

**Invocation  
Pledge to American Flag**

**ATTENTION:**

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

**APPROVAL OF MINUTES:**

1. a) July 12, 2023 – Regular Board Meeting  
b) July 18, 2023 – Workshop

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of Business Incentive Grant Application.
4. Approval of Letter of Agreement with VisionFirst Advisors.
5. Approval of line of credit and CD renewal with First Federal Bank and adoption of enabling Resolution.
6. Approval of Memorandum of Understanding between Suwannee County and Second Harvest of The Big Bend.

7. Approval of Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation and adoption of enabling Resolution.
8. Approval of changes to Purchasing Policy and adoption of enabling Resolution.
9. Approval of Task Order with Asphalt Paving Systems in the amount of \$55,791.80 for chip seal of Railroad Street (153<sup>rd</sup> Road to the railroad crossing at 149<sup>th</sup> Road).
10. Authorization to advertise for bids for the construction of Pole Barn / Building for the Solid Waste Department.
11. Award RFQ 2023-11 and authorize the Chairman to execute an agreement with Pitman Engineering, LLC, to design the widening and resurfacing of the existing lanes of CR49 from CR252 to US 90—budget impact: funded by FDOT.
12. Renewal of Employee Health Benefits and HAS contributions for employees electing BlueOption Plan 03160 employee-only coverage.

#### **TIME-SPECIFIC ITEMS:**

13. **At 5:35 p.m.**, or as soon thereafter as the matter can be heard, **hold the second of two public hearings** to consider adoption of an Ordinance for LDR 23-04, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations entitled Districts and Intent for ICS Industrial Catalyst Site, changing Rural Area of Critical Economic Concern to Rural Area of Opportunity and allowing expansion of a Catalyst Site to properties that are contiguous or adjacent to lands which have received that designation from the Governor. (Ron Meeks, Development Services Director)
14. **At 5:35 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-23-08-01 by Mattaniah S. Jahn P.A., authorized agent for property owners Dennis Martin and Alfred Linton, to be granted a special permit under Section 14.11 of the Suwannee County Land Development Regulations for an essential service (199 feet mono pole communications tower and associated equipment) on property zoned Environmentally Sensitive (ESA-II) (Ron Meeks, Development Services Director)
15. **At 5:35 p.m.**, or as soon thereafter as the matter can be heard, **hold a public hearing** to consider a Development Agreement with Project Somoa. (County Attorney Adam Morrison)

**PROCLAMATIONS AND PRESENTATIONS:**

16. Greg Bailey, North Florida Professional Services, Inc.

**CONSTITUTIONAL OFFICERS ITEMS:**

**STAFF ITEMS:**

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

17. Discuss, with possible Board action, Redistricting the Districts of the Commissioners of the Suwannee County Board of County Commissioners. (County Attorney Adam Morrison)

**GENERAL BUSINESS:**

18. **Additional Agenda Items.** The Chairman calls for additional items.

19. Public Concerns and Comments. (Filling out of Comment Card required, and forward to Chairman or County Administrator. Individual speakers from the audience will be allowed three (3) minutes, and a single representative or spokesperson will be allowed seven (7) minutes to speak following recognition by the Chairman and must speak from the podium – one (1) trip to the podium.)

20. Administrator's comments and information.

21. Board Members Inquiries, Requests, and Comments.

July 12, 2023  
Redistricting Workshop  
School Board Meeting Room  
1740 South Ohio Avenue  
Live Oak, Florida

1:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a joint redistricting workshop with the Suwannee County School Board and the following were present: County Commission Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; Commissioner Leo Mobley; School Board Chairman Jerry Taylor; School Board Members Ed Da Silva; Norman Crawford; Tim Alcorn, and Ronald White. Eric Musgrove and Logan Woods, Deputy Clerks; Greg Scott, County Administrator; Adam Morrison, County Attorney, were also present.

School Board Chairman Taylor called the meeting to order at 5:30 p.m. and thanked the County Commission for attending the meeting before briefly discussing the agenda.

**The first item on the agenda** was to discuss redistricting the districts of the County Commission and School Board.

School Board Attorney Leonard Dietzen introduced Mr. Kurt Spitzer, president of Kurt Spitzer Consulting Services, and described Mr. Spitzer's experience and reputation on redistricting. He noted that there were several alternative maps to be considered at the workshop.

Mr. Kurt Spitzer described his background working with the Florida Association of Counties for many years before forming his own company, which was focused on government assistance. He then delivered a Microsoft PowerPoint presentation describing the redistricting process in detail and why redistricting was necessary at this time. Mr. Spitzer then proposed several draft redistricting maps for review and discussion that would correct the vast difference in populations between Districts 2 and 5 as well as adjust all districts to be roughly equal while allowing for as much as possible a minority-majority, or at least a minority-influenced, district as required by law.

Commissioner Perkins asked if the census information was accurate that showed the reduction of African-Americans (percentage-wise) in the County. Mr. Spitzer replied that he had received the data from several reputable companies and sources (including the University of Florida) that accurately tracked the percentages and was publicly available data. He added that the African-American population just had not grown in comparison to other races.

Commissioner Hale asked the allowable population deviation for voting districts. Mr. Spitzer replied that the threshold was 10%, but there were times where it could go as high as 16% with a stated reason that fit various legal criteria. The desire was to have as low a deviation as possible.

Discussion ensued on the 2020 census that was impacted by COVID and the redistricting alternatives. It was noted that Alternate Plan 3 had the largest percentage of African-Americans in District 2 (32%), although it was still less than the current map (36%) due to having to make the district populations roughly equal.

Mr. Spitzer noted that changing the proposed districts was not a simple matter of including a block of citizens in one district, as the numbers would impact all the other districts and would require much time to alter to keep with State and Federal requirements.

School Board Member White asked if the proposed maps were just suggestions. Mr. Spitzer replied that the maps were all suggestions, but any one of them fulfilled legal requirements for a minority-influenced district.

**Commissioner Mobley left the meeting at 6:12 p.m.**

It was noted that Map 2 had the smallest population deviation between the districts.

**Commissioner Mobley returned to the meeting at 6:15 p.m.**

School Board Member Da Silva discussed population growth in certain portions of the County and wondered if there was any one location. Property Appraiser Ricky Gamble replied that Country growth seemed to be growing from CR 252 southward into McAlpin and Branford as subdivisions began to fill up.

School Board Member Crawford had come into the meeting concerning about the influence of the African-Americans within the districts and noted that the redistricting would affect every district. He also asked if Mr. Spitzer's company had reviewed counties or cities in which they had assisted with redistricting to see the impact of shifting lines as it related to different races. Mr. Spitzer replied that his company had not been hired to do that, but he recognized that as it was currently, District 2 had more than 3,000 citizens less than any other district and was well below the accepted deviation.

School Board Member Crawford did not wish to see voting blocks diluted and lose African-American elected officials.

School Board Chairman Taylor asked for Mr. Spitzer to clarify the wording of the Legislature's law about adjusting districts. Mr. Spitzer stated that the law said that districts could not be adjust less than 270 days before the general election.

School Board Chairman Taylor clarified that the Florida Constitution ordered counties and schools boards to adjust districts based upon the latest census and that was the reason for the workshop.

Mr. Douglas Udell noted the history of the single-member districts in Suwannee County and stated that there was a court order defining boundaries of District 2, and if someone were to change it, he would personally file a lawsuit. Mr. Spitzer replied that the population for District 2 had to expand.

A redistricting attorney hired by the School Board stated that the Supreme Court had deemed that one person, one vote was pre-eminent over any other court decision related to redistricting, and the district boundaries must be moved to follow that Supreme Court decision.

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Mr. Udell was concerned that District 2 would cease to be a minority district if changes were made and asked if a decision would be made tonight. School Board Chairman Taylor replied that it would not.

After questioning by Commissioner Perkins about the purpose of the meeting, County Attorney Morrison replied that Mr. Spitzer had noted that Article 8, Section I and Florida Statutes Chapter 124 required the County to redistrict based upon as equal a population as possible.

The School Board redistricting attorney noted that Florida Statutes Chapter 1001 required the School Board to adjust its districts as close as possible.

Commissioner Perkins asked what would happen if the redistricting did not proceed. Mr. Spitzer replied that the County and School Board could be sued because of the drastic difference in populations.

School Board Attorney Dietzen noted that Jacksonville was currently undergoing a lawsuit regarding redistricting, and it was a very expensive process and would mean that a judge set the districts.

County Attorney Morrison stated that it only took one person suing.

Mr. Tommie Jefferson asked about the definition of minority. Mr. Spitzer replied that for the purposes of the workshop, minority was considered to be African-American, as defined in the census.

Mr. Jefferson asked how Mr. Spitzer was going to fulfill the African-American population gap in District 2. Mr. Spitzer replied that his company would do as much as he could, but the general direction was that the African-American population percentage had shrunk since the original court order in 1985 and it was focused on African-Americans.

Mr. Jefferson was concerned that adjusting District 2's population to fall within State requirements would dilute the African-American vote.

Ms. Mary Holland asked who made the final decision for redistricting. Mr. Spitzer replied that the final decision was made by the School Board and the County Commission.

Mr. Clyde Fleming discussed the estimated population growth over the next five or ten years and then noted that although the County and School Board were trying to make the districts equal, the fact remained that the African-American population was apparently moving out of Live Oak and District 2, and he would soon be one of those.

After questioning by Mr. Fleming about why redistricting was necessary, Mr. Spitzer replied that the driving force was State and Federal laws that required as equal a population as possible that could lead to a lawsuit if not completed.

Mrs. Carla Blalock asked if it was possible to cut out of other districts to make District 2 a minority-majority district. She also asked that if there was a population problem with African-Americans in District 2 and the entire County, what were they doing to fix it.

Mr. Spitzer showed the proposed redistricting maps and their differences.

It was noted that redistricting could move elected officials out of their districts and/or shift two or more into the same district.

Mr. Spitzer clarified that State and Federal law made it clear that redistricting could not be adjusted to favor incumbents.

**Commissioner Hale left the meeting at 6:55 p.m.**

Mr. Spitzer stated that there were not a lot of options to increase the African-American percentage in District 2 based upon the census and demographics.

**Commissioner Hale returned to the meeting at 6:59 p.m.**

Discussion continued on census blocks and the difficulty in increasing the African-American percentage in District 2.



Commissioner Land expressed concern with selecting Map 3 when it had a higher population variance than others, especially given the cost of the Spitzer study and the growth in places like District 5. Mr. Spitzer replied that there were good reasons for going beyond the 10% variance.

School Board Attorney Dietzen stated that Mr. Spitzer's comments were simply recommendations based upon the facts and ultimately the legality fell upon the School Board and County Commission.

Discussion ensued on the population growth and that it was likely that redistricting would be required in 2023, especially using the higher spread of Map 3.

School Board Chairman Taylor noted that the facts were the facts, and whatever decision was eventually made, somebody would not be happy and could sue. He also added that the School Board and County could not create people to provide percentages as wanted, and he was more concerned with character than skin color. School Board Chairman Taylor added that in 1988, shortly after the original court order for single-member districts, Mr. Charles Blalock, an African-American man, was elected Countywide to be Superintendent of Schools because of his character, not because of the color of his skin.

Mr. Udell asked if District 2 would still be a minority-majority district with the proposed redistricting changes. Mr. Spitzer replied that District 2 was not currently a minority-majority district (at 36% African-American), nor had it been for some time, and it would still not be a minority-majority district.

Discussion ensued on the adjustment in district population numbers and the next steps.

County Administrator Scott suggested using 911 Addressing maps to draw in the potential redistricting maps in-house instead of spending more for customized maps from Spitzer Consulting.

Mr. Spitzer stated that he was happy to share the electronic versions of his company's maps.

Discussion continued on how to adjust District 2's population to allow for a sizable African-American percentage.

Mrs. Blalock asked about an Advisory Board like Columbia County. Mr. Spitzer replied that it was too late for an Advisory Board in Suwannee County, as it was not a charter county. However, the final decision was made by the School Board and County Commission, not the Advisory Board.

Mr. Dietzen noted that most School Board meetings only had 2 or 3 citizens present, and there they were not open for public comment. He noted that the School Board inviting not only the County Commission, but also the public, for comments was different than how the School Board normally worked but was desired so that the will of the public could be heard.

It was noted again that redistricting was a numbers game, and adding to one district would shift all the districts. It was noted that whatever happened, the Supervisor of Election's Office would have to spend money before the next election.

It was agreed that another workshop was probably necessary.

County Administrator Scott asked if there was any proposed map that the Board and School Board did not wish to further address. It seemed that adjustments to Map 3 was the favored one at this time.

Discussion continued on what was needed before the next workshop and how to shift population blocks from other districts to District 2 in order to increase the percentage of African-Americans while still falling within the requirements to have less than a 10% population variation.

Commissioner Perkins stated that there had been city elections decided by one or two votes, and every vote was important.

It was also agreed that the School Board and County were not interested in accounting for population growth areas in a map.

Mr. Spitzer stated that the redistricting needed to be completed by the first of 2024.

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County Attorney Morrison stated that the Supervisor of Elections wanted a map within 30 days to give her office time to make changes before the next election.

School Board Member White stated that he wanted to make sure that the boards did what was financially responsible for the entities and suggested each Commissioner and School Board member choose the map they liked and majority rules.

After questioning, the majority of the County Commission did not see the need for another workshop, but with the School Board agreed to one more workshop so that a decision could be made.

Chairman White stated that redistricting had not been done in haste and it was time to move on.

School Board Chairman Taylor stated that the School Board and County Commission could not create people out of nothing, and the law required that the population variance must be fixed. In addition, he, like the other elected officials, had taken an oath to follow the law.

School Board Attorney Dietzen suggested that the School Board could have a workshop if they wished, and the County Commission could not have one if they wished.

Commissioner Land was concerned that adjusting one district would change all the districts, and additional expense would be incurred to make a map or maps that would be different for everyone.

After questioning, Mr. Spitzer stated that best case, the African-American percentage may only increase 1 or 2 points in District 2 over the proposed maps but would still be less than the current map.

Discussion continued on whether a workshop was necessary, and at what expense. It appeared that if another map was not necessary, another workshop would not be required. The School Board would adopt whatever map the County decided upon.

The Board discussed if there was a need to tweak the map.

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Mr. Wayne Hannaka stated that the Board had already made suggestions to change the map. However, he stated that the Board should try to adjust the map with very specific directions to Mr. Spitzer.

School Board Chairman Taylor stated that Map 3 gave the highest percentage of African-American citizens, and even though District 2 had not been a minority-majority district for decades, African-Americans had been consistently voted into office from the district.

**Commissioner Perkins left the meeting at 7:55 p.m.**

School Board Chairman Taylor again reiterated that the numbers could not be changed.

School Board Member Crawford stated that it was rare for an African-American to win in any other district. Chairman White replied that not many African-Americans ran in other districts.

Mr. Ted Roush, Superintendent of Schools, would recommend to the School Board to adopt Map 3, but would defer to the County Commission so that there were not two maps.

**Commissioner Perkins returned to the meeting at 7:58 p.m.**

Mr. Moses Clepper stated that the County and School Board had already paid some \$35,000 for Mr. Spitzer to provide maps, and he was the expert in the matter.

The Board agreed to have Mr. Spitzer tweak Map 3 and see if there was another possibility; if so, another workshop would be held.

There being no further business to discuss, the meeting adjourned at 8:01 p.m.

ATTEST:

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

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

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; and Commissioner Leo Mobley. Commissioner Travis Land was not present. Barry A. Baker, Clerk of Court; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 5:31 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the July 5, 2023 Regular Board meeting.

**Commissioner Mobley moved to approve the minutes of the July 5, 2023 Regular Board meeting. Commissioner Perkins seconded, and the motion carried unanimously (4-0).**

**CONSENT:**

Item five was pulled for discussion.

**The second item on the agenda** was to approve payment of \$2,285,991.70 in processed invoices.

**The third item on the agenda** was approval of an amendment to the existing agreement with Chmura and authorize staff to execute the same. **(Agreement No. 2015-92-02)**

**The fourth item on the agenda** was approval of an agreement with the Florida Department of Law Enforcement for a law enforcement salary assistance grant. **(Agreement No. 2023-76)**

**The fifth item on the agenda** was adoption of the Preliminary Rate Resolution for the Fire Protection Assessment for Fiscal Year 2023-24.

This item was pulled for discussion.

**The sixth item on the agenda** was adoption of the Preliminary Rate Resolution for the Solid Waste Assessment for Fiscal Year 2023-24 (\$235). **(Resolution No. 2023-29)**

**The seventh item on the agenda** was authorization to apply for a Department of Environmental Protection (FRDAP) grant for park development/renovation at Wellborn Park for \$200,000, approval and execution of a resolution stating that the County will amend the CIP in include these projects if funded, and to allow staff to sign required documents. **(Resolution No. 2023-30)**

**The eighth item on the agenda** was authorization for County staff and Liberty Partners of Tallahassee to write and prepare the MPCF grant application and submit the same.

**The ninth item on the agenda** was to declare miscellaneous equipment and vehicles surplus and approve sale of the same.

**The tenth item on the agenda** was issuance of a Certificate of Public Convenience and Necessity (COPCN) to RG Ambulance Service, Inc. DBA Century Ambulance Service, Inc. for Interfacility Transports only from HCA Suwannee ER and all Skilled Nursing Facilities located in Suwannee County. **(Agreement No. 2023-77)**

**Commissioner Perkins moved to approve consent items 2-4 and 6-10. Commissioner Mobley seconded, and the motion carried unanimously (4-0).**

It being 5:35 p.m., Chairman White moved to Time Specific Items.

**TIME SPECIFIC ITEMS:**

**The eleventh item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider Special Permit Request No. SP-23-07-01 by Sergio and Odalys Govea to be granted a special permit under Section 4.4.5 (B)(13) of the Suwannee County Land Development Regulations for a 40-site RV Park and Campground on property zoned Agriculture-1 (A-1).

Chairman White opened the public hearings.

County Attorney Morrison swore in all those wishing to speak.

Development Services Director Ron Meeks discussed the application, stating that the Board had recently changed the process of hearing special permits for RV campgrounds. Access would be off US 129 South, and as per a recent ordinance by the Board, RV parks/campgrounds must not be closer than five miles from each other and must be on an arterial road. Mr. Meeks discussed in detail the two adjoining parcels of 8 and 16 acres that would be used for the RV park and campground. He noted that since there were only four commissioners present tonight, a tie of 2-2 would mean that the application was denied and it would be a year before the matter could be reviewed again; the applicants had expressed their desire to continue with the hearing. Mr. Meeks noted specifics and then submitted the application as Composite Exhibit #1.

Commissioner Perkins asked if all the requirements had been met per the LDRs. Mr. Meeks replied that the requirements had been met, and it would be up to citizens or the Board to determine if there was a specific reason as to why it should not be approved.

After questioning, Mr. Meeks stated that he had heard nothing from the public about the application other than someone interested in the results.

Mr. Moses Clepper, 14581 102<sup>nd</sup> Path, Live Oak, discussed the five-mile distance between RV parks and campgrounds and then noted that it was next door to chicken houses. He suggested that future RV parks and campgrounds be more than five miles apart.

Mr. Meeks stated that the Board could decide not to approve an application based upon the LDR's allowance to deny an application based upon community needs.

Commissioner Mobley noted that existing land use patterns of the area in question were scattered residences and intensive agriculture.

Applicants Sergio and Odalys Govea were sworn in by County Attorney Morrison.

Chairman White asked if it was a good idea to place an RV park and campground next door to a poultry farm. Ms. Govea noted that the closest 4 chicken houses were no longer in use, so it was a farther distance than what the pictures showed, and the fans faced the east. However, one of the litter barns was still in operation toward the south of their property (closest to the proposed RV campground).

Chairman White had concerns with placing an RV park and campground next to such an intensive agricultural work but had no further questions after continued discussion.

Ms. Govea noted that additional buffers could be placed on the property to help reduce the smell and sight of the poultry farm.

Discussion ensued on the fact that the property had recently been fully cleared of trees.

After questioning by Commissioner Perkins, Mr. Meeks stated that a certain number of trees were not required for this type of permit, but there were other avenues that the Board could use (such as the 80% opacity for buffers).

County Attorney Morrison clarified that all the objective requirements had been met by the application, but the Board had the option of determining if the application met health, safety, and society norms for its type of usage in that specific location.



Commissioner Hale asked if there was something in the LDRs to keep the RV park and campground from being abandoned and left as an eyesore. Mr. Meeks replied that there was not within the application process, but if such happened, then it could become a code enforcement violation. He added that there may be Department of Environmental Protection (DEP) requirements that would limit the size of the RV park and campground, and usually the applicants did not seek formal engineering plans until after the land use was approved, since it could be quite expensive.

Commissioner Hale was concerned about the proximity of the proposed RV park and campground to the poultry farm.

Mr. Meeks discussed warnings placed on subdivision plat maps notifying potential buyers that the subdivision was near an intensive agricultural facility and that there may be smells or flies, and that such could be done for the RV campground as well.

Chairman White opened the floor to public comments.

Mr. William Jenkins, Florida Department of Environmental Health, stated that the wells and septic systems would be limited use, and he estimated 3 or 4 would be required. He noted that he had tested wells and septic tanks in such proximity to poultry farms and had not found elevated levels of nitrates and other hazards. Mr. Jenkins added that the preliminary drawing would require significant revisions to meet State requirements, including building sizes, and turning radii.

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

Chairman White did not believe that an RV park and campground was a good fit next to a high-intensity poultry farm, although he understood the applicants' desire to make a living.

It was noted that the applicants only owned the properties in question and adjoining poultry farm.

County Attorney Morrison suggested that if the Board decided to deny the application, it could find that placing the RV park and campground next to a poultry farm would be contrary to the general welfare, prosperity, benefit, etc. of the County and would also be a pertinent reason to deny it.

**Commissioner Mobley moved to deny Special Permit Request No. SP-23-07-01 by Sergio and Odalys Govea for a special permit under Section 4.4.5 (B)(13) of the Suwannee County Land Development Regulations for a 40-site RV Park and Campground on property zoned Agriculture-1 (A-1) because placing the RV park and campground next to a poultry farm would be contrary to the general welfare, prosperity, benefit, etc. of the County. Commissioner Hale seconded with reservations, and the motion carried 3-1, with Commissioner Perkins opposed.**

After questioning by Commissioner Hale, Mr. Meeks replied that the applicants could return in 12 months to reapply, unless there was a substantial change to the application that would cause the Board to waive the 12-month requirement.

Discussion ensued on the possibility of placing the application back in the permit queue so that others in the area could not apply for an RV campground and park.

Mr. Meeks explained that the Board could not place the application back in the queue and the applicants would have to start over in the process if they chose to reapply.

**The twelfth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold the first of two public hearings regarding LDR 23-04, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations entitled Districts and Intent for ICS Industrial Catalyst Site, changing the Rural Area of Critical Economic Concern to Rural Area of Opportunity and allowing expansion of a Catalyst Site to properties that are contiguous or adjacent to lands which have received that designation from the Governor.

Director Meeks discussed the ICS district, the past inability to expand it, and recent changes that allowed the Board the ability to expand the designation to contiguous or adjacent lands as part of a Rural Area of Opportunity. He added that this was the first of two public hearings on the matter and then entered the file into the record as Composite Exhibit #1.

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

**The thirteenth item on the agenda** was at 5:35 p.m., or as soon thereafter as the matter could be heard, to hold a public hearing to consider CPA 23-01, an application by the Board of County Commissioners to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from AGRICULTURE-1 (less than or equal to 1 dwelling unit per 5 acres) to INDUSTRIAL.

Mr. Meeks stated that the application went along with the previous agenda item, and it was necessary to have a land use amendment dealing with the approximately 82-acre McCook property contiguous to the Catalyst Site and recently purchased by the Board. Approval of this application would allow the property to be added to the Rural Area of Opportunity if that was also approved. Mr. Meeks added that since the property was less than 100 acres in size, it did not require State review.

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

**Commissioner Hale moved to approve CPA 23-01, an application by the Board of County Commissioners to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from AGRICULTURE-1 (less than or equal to 1 dwelling unit per 5 acres) to INDUSTRIAL. Commissioner Mobley seconded, and the motion carried unanimously (4-0). (Ordinance No. 2023-07)**

County Administrator Scott stated that there were several old outbuildings and a home on the property that he would like demolished.

**Commissioner Perkins moved to demolish an old home and outbuildings on the old McCook property. Commissioner Mobley seconded, and the motion carried unanimously.**

Chairman White returned to the fifth item on the agenda.

**The fifth item on the agenda** was adoption of the Preliminary Rate Resolution for the Fire Protection Assessment for Fiscal Year 2023-24 (\$130).

Mr. Clepper stated that he had always been confused by the amount of this assessment and suggested that a common perception was that government wasted money. He suggested a cheaper alternative and noted that surrounding counties had a smaller number of fire departments per square mile; furthermore, Suwannee County ranked 17 out of the 67 Florida counties in number of fire departments per capita. Mr. Clepper meant no offense to Chief Eddie Hand or Fire Rescue, but he believed that itemized expenses would help the Board determine if there was a real need to raise the Fire Protection Assessment. He then suggested that the Board either table the request or reduce the rate to help those who could not afford a \$10 increase.

Mr. Bo Hancock, Wiggins Road, understood Mr. Clepper's concerns but noted that the \$10 proposed increase for the year was a drop in the bucket and well worth the expense to protect properties and lives in Suwannee County.

Mrs. Charlene Moss, 5984 Wiggins Road, stated that she had not spoken at the previous meeting at which the Fire Protection Assessment was discussed. She understood that the Board was trying to make the right decision for the people, and she believed that \$10 was not a huge expense for the return on investment. Mrs. Moss noted that the Board could not continue to operate in the red forever and had to do something, even if it meant a slight increase in the assessment. She believed that it was right to

help others and that many children were not taught civic responsibility, adding that many people in the country had forgotten the hardships and faith of those who had lived before them.

Mr. Clyde Fleming, 206 Lewis Avenue SW, stated that he was blessed to have grown up in Live Oak and Suwannee County. He noted that although he had grown up poor, he did not believe that the citizens of the County were so poor that they could not afford \$10 more per year. He recommended that the Board keep to the proposal to slightly increase the Fire Assessment. Mr. Fleming was a believer in first responders and knew from his and his family's experience how hard it was to do their job.

**Commissioner Hale moved to adopt the Preliminary Rate Resolution for the Fire Protection Assessment for Fiscal Year 2023-2024 (\$130). Commissioner Perkins seconded, and the motion carried unanimously (4-0). (Resolution No. 2023-28)**

County Attorney Morrison noted that there would be a public hearing on Fire and Solid Waste Assessments at 5:05 p.m. on September 5.

**CONSITUTIONAL OFFICERS ITEMS:**

**The fourteenth item on the agenda** was to set the proposed (not to exceed) millage rate for the 2023-2024 fiscal year.

Clerk Baker explained the millage rate and the rolled-back rate of 8.2763 mils. He added that the Board could reduce the millage rate throughout the budget process, but could not increase it, and then noted several increases in expenses over the prior year, including a 5% increase in insurance costs, an increase in Florida Retirement System costs, and an increase in Medicare expenses. Clerk Baker also noted that the County had some \$48 million in grant funding slated for the next fiscal year, and sufficient reserves must be held to float the payments until the County could be reimbursed by the State. As a result of the known increases, he suggested a proposed millage rate of 9.0000 mils.

Commissioner Perkins asked what would happen if the Board left the millage rate at 9.0000 mils. Clerk Baker replied that it would provide funding to buffer the increased costs that were known or anticipated, but if the Board decided to go with the rolled-back rate, there would be no cushion for increased costs or to float grant expenses.

**Commissioner Mobley moved to set the proposed (not to exceed) millage rate for the 2023-2024 fiscal year at 9.0000 mils. Commissioner Perkins seconded, and the motion carried unanimously (4-0).**

**The fifteenth item on the agenda** was to set the date, time, and location for the Tentative and Final Budget Hearings.

Clerk Baker discussed the proposed date, time, and location for the Tentative and Final Budget Hearings, noting that there were not many dates from which to choose due to the strict State guidelines and newspaper publishing dates.

**Commissioner Hale moved to approve setting the proposed date, time, and location for the Tentative and Final Budget Hearings for September 7<sup>th</sup>, 2023 and September 25<sup>th</sup>, 2023 respectively, both at 5:05 p.m. at the Judicial Annex. Commissioner Perkins seconded, and the motion carried unanimously (4-0).**

**STAFF ITEMS:**

Mr. Jason Furry, Parks and Recreation Director, thanked his staff for their summer work between tournaments, summer camp, swim training, and other activities. He updated the Board on various grants for Wellborn, the replacement of the ConFletWorth Building at the Fair Grounds, and his decision to return a State grant for a boat ramp at the often-dry Peacock Lake. The Recreation Department was also awaiting an answer on a grant application for a floating dock at Charles Springs.

After questioning, Mr. Furry stated that charging at Little River Springs was going well and had already brought in over \$23,000 since instituting the \$5 entrance fee a few months before. He stated that he was in discussions with the Town of Branford for a permanent agreement for recreational services.

After questioning by Commissioner Hale, Mr. Furry stated that he was looking into extending the RV hookups at the Coliseum and Fair Grounds without interfering with the main purposes of the property.

**COMMISSIONERS ITEMS:**

There were none.

**COUNTY ATTORNEY ITEMS:**

There were none.

**GENERAL BUSINESS:**

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

There were none.

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

Ms. Priscilla Anderson, 15821 141<sup>st</sup> Road, McAlpin, asked for extra funding for the Zoning Department and Sheriff's Office. She believed that both offices did a great job but because of the increase in population, they should be adequately compensated. Ms. Anderson also asked about impact fees. Chairman White stated that there were fees for solid waste, ad valorem taxes, and other forms of fees.

Ms. Anderson asked if it was legal for an easement to be restricted by the property owner. County Attorney Morrison replied that without knowing the specifics, he could not give legal advice on hypothetical events but if Ms. Anderson had a specific complaint, she could reach out to his office.

Mr. Wayne Hannaka, 11883 93<sup>rd</sup> Road, asked if the Trulieve Company would be coming to Suwannee County, if water and sewer were completed to the site, and when the \$750,000 grant for the work needed to be repaid. Mr. Jimmy Norris, Economic Development Director, and County Administrator Scott replied that Trulieve was coming to Suwannee County, that water and sewer were completed, and that the County would need to begin repaying \$75,000 per year starting in September.

Mr. Hannaka thanked the Board for the assessments and understood that increasing them was a difficult decision. He added that he believed the Board's reason for denying the RV campground application was weak but understood that the decision had already been made.

Ms. Marilyn Eaken, 14241 225<sup>th</sup> Road, believed that those who wished to stay in RV parks in Suwannee County were aware that it was a rural county with agricultural sights and smells, but that it would have also been close to the springs.

Mr. Clepper believed the Board had saved the RV applicants much heartache because of the property's location next to their poultry farm. He noted that at the June 20<sup>th</sup> workshop, two of the items had been withdrawn and he had heard nothing further about them.

Chairman White noted that the two items would be discussed at another workshop.

Mr. Clepper also noted an item withdrawn at the regular meeting of June 20<sup>th</sup>.

Chairman White stated that this item would be addressed later as well once additional information was gathered.

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

County Administrator Scott reiterated Clerk Baker's comments about the increase in insurance costs and thanked those who had been involved at reviewing it in a timely manner. He also noted discussions concerning 68<sup>th</sup> Terrace that would be addressed later, and the possibility of hiring a commercial crops agent through the University of Florida Extension Office.



Chairman White asked about the chip seal process. County Administrator Scott replied that work was progressing on preparing the roads and he was waiting on a date for chip seal delivery.

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

Commissioner Perkins discussed summer programs at the Douglass Center Gym and that he would like to see an air conditioner and additional insulation installed there. He also suggested the possibility of allowing homeless veterans and foster kids to use shower facilities at John Hale Park and the Douglass Center. Commissioner Perkins added that Pilgrim's Pride was offering to purchase washers and dryers for such use.

Ms. Evyone Scott, 7705 CR 136, a foster parent and former foster child, stated that she sometimes received calls for children needing a place to bathe, wash their clothes, and have a hot meal.

Commissioner Perkins added that homeless veterans could also use the facilities.

Chairman White asked how the facilities would be supervised. Ms. Scott replied that she had a license to assist foster children and could supervise children that needed to use the facilities.

Commissioner Perkins asked for Ms. Scott to submit a plan to the Board.

Mr. Jared Pfeffer, 4793 94<sup>th</sup> Place, president of North Florida FOPPA, stated that there were 149 children in Suwannee County in 10 foster homes, and they often had to be sent out of county for resources and facilities. He stated that the Busy Bee allowed foster children to use their shower facilities, but he was looking for more locations for showering and sleeping.

Commissioner Hale noted that at one time, the County had investigated portable showers, and asked County Administrator Scott about the possibilities. County Administrator Scott replied that he would look into the situation.

Chairman White asked Mr. Pfeffer about submitting a plan for discussion, perhaps at a workshop.

Mr. Shannon Roberts, Digital Content Specialist for the County, noted that the County Offices had been looking at such community use for the County Multi-Use Facility that was currently being designed. He was willing to work with Ms. Scott, Mr. Pfeffer, and others to make sure their needs were addressed.

Commissioner Perkins noted a recent meeting that discussed potential sites in Live Oak and Branford that could be used for such resources.

Further discussion ensued on providing for those in need in Suwannee County.

Commissioner Mobley stated that it was hard to decide on how to allow people to use their own property, but the RV park and campground was just too close to the poultry farm operations and a better site was preferred.

Commissioner Hale thanked everyone for attending and also for the work of County employees.

Chairman White did not take pleasure in turning down the RV park, but common sense must reign. He added that the Fire and Solid Waste Assessments were compromises.

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

There being no further business to discuss, the meeting adjourned at 7:27 p.m.

ATTEST:

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

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

## **Agenda Item No. 2**

Approval of payment of processed invoices.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Approval of Business Incentive Grant Application from Project Somoa.

**Considerations:** We received a business incentive grant application from Project Somoa. This project intends to create 40 jobs and the initial facility size would be 50,000 sq ft.

**Budget Impact:** If approved, Project Somoa will be eligible for 7 annual installments of \$17,357.14 This will be included in the Economic Development budget and rebated based on the number of jobs, the average wage, and proof of payment of ad valorem taxes.

**Recommendation:** Approval of Business Incentive Grant Application

Respectfully submitted,  
Jimmy Norris,  
Economic Development Director

Dated: 7/21/2023



Jimmy Norris  
Economic Development Director  
(386) 364-1700

220 Pine Avenue SW  
Live Oak, FL 32064  
[jimmyn@suwcountyfl.gov](mailto:jimmyn@suwcountyfl.gov)

<b>ESTIMATE OF ECONOMIC DEVELOPMENT</b>	
<b>Grant Calculation - July 17, 2023</b>	
<b>Project Somoa</b>	
Calculations based on County Proposed millage rates effective on October 1, 2022	
<b>Category: New Business</b>	
<b>POINTS AWARDED</b>	
Target Industry: New Business - Manufacturing	2
Total Investment: \$5,000,000 initial	3
Facility Size: 50,000 sq. ft.	2
Job Creation: 40 net new positions initially	2
Wages: Average wage \$55,500.00	3
Location: Catalyst Site	0
County Resident	0
Proximity to utilities	5
<b>Total Points</b>	<b>17</b>
<b>Project is eligible</b>	
<b>Total Value of Capital Improvements</b>	
	3,500,000
Multiplied by County Millage rate	0.90%
Annual Ad Valorem Tax (general county portion)	31,500.00
75% Annual Ad Valorem Tax (gen county portion)	75%
Total Estimated Rebate Per Year	23,625.00
Multiplied by # Eligible Years	4
Ad Valorem Tax (general county portion) Estimate =	<b>94500.00</b>
<b>Total Estimated Value of New Tangible Assets</b>	
	1,500,000
Multiplied by County Millage rate	0.90%
Annual new tangible business personal property tax (gen county portion)	13,500.00
50% Annual new tangible business personal property tax (gen county portion)	50%
Total Estimated Rebate Per Year	6,750.00
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general county portion)	<b>27000.00</b>
<b>REBATE SCHEDULE &amp; PAYOUT</b>	
<b>Total Maximum Possible Incentive:</b>	<b>121,500.00</b>
<b>Rebate will consist of 7 annual installments of:</b>	<b>17,357.14</b>

**Note: This application is for Phase 1 of a multi-phase project which ultimately will have a capital investment of \$30,000,000 and an estimated 300 jobs.**

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Approval of letter of agreement with VisionFirst Advisors and authorize staff to execute same.

**Considerations:** The Board of County Commissioners previously gave approval to piggyback on the North Florida Economic Development Partnership agreement for professional services from VisionFirst Advisors. This is the letter of agreement for us to proceed.

**Budget Impact:** To be paid by Economic Development and possible grant funding.

**Recommendation:** Approval of letter of agreement with VisionFirst Advisors and authorize staff to execute same.

Respectfully submitted,

Dated: 7/21/2023

Jimmy Norris  
Economic Development Director



July 24, 2023

Jimmy Norris, Economic Development Director  
Suwannee County Economic Development  
220 Pine Avenue SW  
Live Oak, Florida 32064

Dear Jimmy,

Pursuant to our conversation, please accept this letter of agreement ("Agreement") to work on behalf of Suwannee County Economic Development Office.

**PARTIES:** This Agreement is effective upon execution and made between VisionFirst Advisors, LLC ("VisionFirst") and Suwannee County Economic Development Office (the "Company").

**SCOPE OF WORK:** "VisionFirst" will work with the "Company" to deliver the agreed upon scope of work attached in "Exhibit A."

**VISIONFIRST TEAM:** All appropriate resources of our firm will be available to you as we undertake this work, but we typically designate a team of professionals who will concentrate on your initiatives. For this engagement, Gray Swoope will lead VisionFirst's efforts, supported by Griff Salmon, Nancy Blum-Heintz, and Cristina Paredes. In conjunction with this engagement, VisionFirst will not provide legal services to the Company; however, VisionFirst or the Company may retain, at VisionFirst's sole expense, Butler Snow LLP or any other firm separately as necessary for legal or government relations assistance.

**PROFESSIONAL FEES AND EXPENSES:** In consideration for VisionFirst's services, the Company agrees to pay VisionFirst a professional fee of \$32,500.00.

**INVOICING:** VisionFirst will invoice the Company as follows:

\$8,125 upon execution of agreement. The first of each month for three months VisionFirst will invoice \$8,125 totaling \$32,500.

**CONFLICTS AND POTENTIAL CONFLICTS:** VisionFirst has undertaken a standard review to determine VisionFirst's connections with the persons and entities that you have identified. From the results of such review, VisionFirst is not aware of any conflicts of interest. It is possible that there may be connections, either past or currently existing, that need to be brought to your attention as VisionFirst becomes familiar with the universe of parties who are involved in this project. Any such disclosure will be promptly made by VisionFirst. VisionFirst has also disclosed to the Company that its parent entity is Butler Snow LLP. Company acknowledges that VisionFirst and its parent company, Butler Snow LLP, have

engagements with many other institutions, companies and individuals, some of which may be competitors of the Company. Company agrees that VisionFirst's and/or Butler Snow LLP's engagement with such a person or entity while also representing the Company does not constitute a conflict of interest and does not require the Company's consent unless the matter is directly adverse or is substantially related to this engagement. The Company further acknowledges that another party or parties involved in this project may seek an engagement with VisionFirst and/or Butler Snow LLP wholly unrelated to the engagement for the Company. VisionFirst and/or Butler Snow LLP will inform the Company if and when such situations arise, and the Company agrees that it will not unreasonably withhold its consent to VisionFirst and/or Butler Snow LLP representing such party or parties in the matter unrelated to the project in which VisionFirst is engaged for the Company.

**ATTORNEYS' FEES:** In the event of any dispute between the parties to this contract, the prevailing party shall be entitled to all reasonable attorney's fees and costs. This paragraph shall survive the termination of this agreement.

**RENEWAL & EXTENSION:** This Agreement can be renewed and extended upon a mutually signed agreement in writing beyond the set termination date. Terms and Scope of Work will remain materially and substantively the same as before, unless otherwise agreed to by the parties in writing.

**TERMINATION:** Either VisionFirst or the Company may terminate this Agreement for any reason upon thirty (30) days written notice, with no further obligation, other than to pay such fees and expenses that have accrued up to and through the 30-day period.

**MEDIATION AS CONDITION PRECEDENT TO FILING SUIT** – Before the filing of any lawsuit between the parties, the parties must first attend a mediation and shall in good faith conduct pre-suit discovery prior to the mediation. If the parties cannot agree on a mediator, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Participating in mediation and pre-suit discovery shall be a condition precedent to any lawsuit between the parties.

**VENUE AND JURISDICTION** – In the event there is a dispute between the parties relating to this contract, venue shall lie exclusively in the state court of appropriate jurisdiction in and for Suwannee County, Florida.

**CONFIDENTIALITY:** VisionFirst recognizes that during our representation, VisionFirst may become aware of non-public information, practices or policies, which the Company wishes to keep confidential. VisionFirst agrees to maintain the confidentiality of any such information the Company designates as confidential and will not disclose to any outside party the information either during the period of the Agreement or afterwards, to the extent permitted by law.

**ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.




**COUNTERPARTS; FACSIMILE SIGNATURES:** This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

Please sign this Agreement and return a copy. We look forward to working on your behalf.

VisionFirst Advisors, LLC

Suwannee County Economic Development Council

By:   
\_\_\_\_\_  
Gray Swoope  
President & CEO

By: \_\_\_\_\_  
Jimmy Norris  
Director

Date: July 24, 2023

Date: \_\_\_\_\_

## Exhibit A – Scope of Work

It is anticipated that Gray Swoope will lead the engagement along with Griff Salmon, Nancy Blum-Heintz and Cristina Paredes. The approach to arrive at the final deliverable involves four phases. Throughout the process, VisionFirst will evaluate the following:

- Community data compared to the region, state and nation
- Transportation gateways both physically and virtually (infrastructure investments)
- Asset (product) review including top sites and buildings
- Community marketing and positioning
- Deal structuring
- Internal and external project team (DELTA Team)
- Organizational support
- Capacity (resources) to compete, and
- Sustained economic development leadership.

### Host Kick-Off Meeting »

It is important to begin the work by conducting a planning session between VisionFirst and project leadership. This kick-off meeting will help to identify who will assist VisionFirst in coordinating information and identifying key stakeholders for input.

Our staff will facilitate a meeting via web conference with a review of the project objectives and deliverables. A firm timeline will be established with milestones for updates and progress.

#### Phase components to include:

- Online kick-off planning session.
- Gather and review existing plans and data.
- Formulate schedule of meetings and members.
- **Deliverable:** Engagement guide for the project including check-in calls/meetings and final schedule of drafts and deliverables within five business days following the meeting.

### Analyze Data & Benchmarking »

Using site selection experience, VisionFirst will conduct benchmarking snapshot and desktop research on the community using national data sources. This review process bases rankings on a variety of factors such as best practices of successful community programs, industry input, sites and buildings, commonalities in assets, etc.

The assessment aims to build an understanding of the current economic realities while identifying barriers to success and offering recommendations for improvement. The ranking will highlight where the community has a competitive advantage as well as where opportunities exist to improve programs and offerings.

### **Phase components to include:**

- Meet with staff to understand economic development organization leadership, resources to compete, civic engagement, past experiences on competitive projects, certified or shovel-ready sites, infrastructure investment and other product(s) that generate opportunity as well as talent pipeline and development.
- Benchmark Suwannee County to the region, state and nation to understand and identify opportunities as well as impacts to competitiveness.
- Collect and evaluate research and data analysis to provide a clear picture of the current economic outlook and opportunities surrounding the community and its workforce using research tools including JobsEQ, U.S. Census Bureau, National Association of Counties, the National Center for Education Statistics and other leading research entities.
- **Deliverable:** Assemble initial research and data for use during discovery and stakeholder interviews to drive recommendations.

### **Engage Stakeholders »**

It is anticipated that VisionFirst will conduct approximately 8-10 interviews over two half business days. The meetings can include a combination of facilitated group discussions or one-on-one interviews. The targeted audiences should include civic and community leaders, business decision makers, education and workforce providers as well as partner organizations and leading industries. VisionFirst will look closely at each of the entities that support business growth and look at barriers to success.

### **Phase components to include:**

- Eight to 10 confidential interviews over two half business days. (*Afternoon day one, morning day two.*)
- Feedback will be documented, analyzed and studied to recognize trends and issues that support or impede success of the strategy.
- **Deliverable:** Assemble data analysis and stakeholder feedback into key themes and findings to be utilized in final assessment.

### **Conduct Prospect Tour & Marketing Review »**

Suwannee County will be asked to prepare a prospect tour of the community's assets for VisionFirst. VisionFirst staff will evaluate the team, organizations, product, presentation and technical sales abilities of positioning the community to win competitive deals.

This component will also include a review of itinerary and information packet and other tools (i.e., digital, GIS, technology and devices used for presentation) used during the sales process.

**Phase components to include:**

- Evaluate the county's community asset and site/building tour.
- **Deliverable:** Best practices and recommendations for enhancements within the final assessment.

**Formulate Recommendations & Strategic Assessment »**

After analyzing information collected in the interviews, research data and other sources, VisionFirst will develop a strategic plan with a SWOT assessment along with eight to 10 recommendations to connect the community's efforts into a cohesive strategy across multiple entities.

VisionFirst will deliver via video conference the findings and the recommendations for improving competitiveness. Steps to begin implementing the strategies will be included in the final deliverable to help ensure a path to success.

**Strategic Assessment Components:**

- Benchmarking snapshot (Fig 01) along with data analysis and review.
- Key findings, themes and a SWOT that considers each phase of the discovery process.
- Community marketing and positioning review.
- **Deliverable:** Strategic assessment with 8-10 implementable recommendations and associated timeframes.
- **Deliverable:** VisionFirst will provide a draft plan to staff for initial review. After providing the draft, staff will have the opportunity for one rounds of edits.
- **Deliverable:** Presentation of final report via web conference.

**SUWANNEE COUNTY**

County Attorney  
Executive Summary

Objective:

The County has a line of credit (LOC) with First Federal that has matured. The LOC has been renewed 4 times by the county since 2013 and the resolution authorizes the LOC to be renewed again.

Considerations:

- The LOC is secured by a Certificate of Deposit owned by the county in the amount of 3.5 million which can be used for any capital projects and indicated in the text of the resolution.
- The interest rate on the LOC will rise from 2.28% to 5.75%. This is consistent with the LOC interest rate being 2% above the interest rate on the certificate of deposit. Interest rates have increased substantially since the LOC was last renewed.

Recommendation

- Execute the authorizing resolution to execute the LOC and CD renewal.

Respectfully Submitted,



Adam Morrison  
County Attorney

**A RESOLUTION FURTHER SUPPLEMENTING RESOLUTION NO. 2013-26 ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, ON MAY 7, 2013, AS HERETOFORE AMENDED, WHICH RESOLUTION AUTHORIZED THE ISSUANCE BY THE COUNTY OF A \$3,500,000 PROMISSORY NOTE IN FAVOR OF FIRST FEDERAL BANK OF FLORIDA; FOR THE PURPOSE OF PROVIDING FOR THE CONTINUED ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO THE ECONOMIC CATALYST SITE IN THE COUNTY AND FOR ADDITIONAL ROAD, INFRASTRUCTURE AND CAPITAL IMPROVEMENTS IN THE COUNTY; AUTHORIZING THE CONTINUATION OF SUCH PROMISSORY NOTE, AN INCREASE IN THE INTEREST RATE OF SUCH PROMISSORY NOTE TO 5.75 % AND THE EXTENSION OF THE MATURITY DATE OF SUCH PROMISSORY NOTE AND THE RELATED LOAN DOCUMENTS TO AUGUST 7, 2025; AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH AMENDMENT TO LOAN DOCUMENTS BETWEEN THE COUNTY AND FIRST FEDERAL BANK F/K/A FIRST FEDERAL BANK OF FLORIDA, IN CONNECTION THEREWITH; AUTHORIZING THE APPROVAL OF THE FORM AND EXECUTION OF SUCH FIFTH AMENDMENT TO LOAN DOCUMENTS; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, as follows:**

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Chapter 125, Part I, Florida Statutes, as amended, including, but not limited to, Section 125.045, Florida Statutes, as amended, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared that:

A. The Board of County Commissioners of Suwannee County, Florida (the "County"), adopted Resolution No. 2013-26 on May 7, 2013 (the "Original Resolution"), wherein it determined, among other things, that it was necessary and desirable to obtain a line of credit (the "Loan") for the acquisition and construction of improvements to the economic catalyst site in the County for which certain grants are available to the County, including, but not limited to, land clearing and preparation, infrastructure improvements and water and sewer improvements to such site, the Perimeter Road project, and other road and infrastructure improvement projects (collectively the "2013 Project"), which 2013 Project has promoted job creation and capital investment in the County, and that it would be in the best financial interest of the County to obtain the Loan through private

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

placement from First Federal Bank f/k/a First Federal Bank of Florida (the "Lender") to finance a part of the cost of the 2013 Project pending receipt of such grants.

B. In connection with the Loan, the County executed and delivered that certain Promissory Note dated May 7, 2013 made by the County in favor of the Lender (the "Note"), that certain Business Loan Agreement dated May 7, 2013, between the County and the Lender (the "Loan Agreement"), and that certain Assignment of Deposit Account dated May 7, 2013, made by the County in favor of the Lender, as amended (the "Assignment").

C. The Board of County Commissioners of the County adopted Resolution No. 2015-33 on May 5, 2015, amending and supplementing the Original Resolution (collectively, the "Note Resolution"), wherein it determined, among other things, that it was necessary and desirable to provide for the continued acquisition and construction of improvements to the economic catalyst site in the County, provide for additional road, infrastructure and capital improvements in the County (collectively, the "2015 Project"), authorize the extension of the maturity date of the Note and the related loan documents to May 7, 2017, and authorize the execution and delivery of an Amendment to Loan Documents dated as of May 7, 2015, between the County and the Lender, in connection therewith.

D. The Board of County Commissioners of the County adopted Resolution No. 2017-53 on August 15, 2017 further amending and supplementing the Original Resolution (collectively, the "Note Resolution"), wherein it determined, among other things, that it was necessary and desirable to provide for the continued acquisition and construction of improvements to the economic catalyst site in the County, provide for additional mad, infrastructure and capital improvements in the County (collectively, the "2017 Project") to authorize the extension of the maturity date of the Note and the related loan documents to May 7, 2019, and authorize the execution and delivery of an Amendment to Loan Documents dated as of May 7, 2017, between the County and the Lender, in connection therewith,

E. At the County's Board of County Commissioners meeting held on May 21, 2019, the County approved by motion the further renewal of the Note in order to continue to finance a part of the continuing costs of the 2013 Project and 2015 Project; and the County desired to continue the Loan and extend the maturity date of the Note and related loan documents to May 7, 2021.

F. The Board of County Commissioners of the County adopted Resolution No. 2021-32 on May 18, 2021 further amending and supplementing the Original Resolution (collectively, the "Note Resolution"), wherein it determined, among other things, that it was necessary and desirable to provide for the continued acquisition and construction of improvements in the County and provide for additional infrastructure and capital improvements in the County and to authorize the extension of the maturity date of the Note and the related loan documents to May 7, 2023, and authorize the execution and delivery of an Amendment to Loan Documents dated as of May 7, 2023, between the County and the Lender, in connection therewith,

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

G. The Lender requires an increase to the interest rate on the Note to 5.75% (2% above the interest rate on the certificate of deposit which is collateral for the loan), provided such continuation of the Loan and such extension of the maturity date are permitted to allow for such financing of a part of the continuing costs of the continuing grant and road, infrastructure and capital improvement projects.

H. It is hereby determined to be in the best financial interest of the County to continue the Loan, increase the interest rate on the Note to 5.75% and extend the maturity date of the Note and the related loan documents to August 7, 2023, as described herein, in order to finance a part of the continuing costs of grant projects and for additional road, infrastructure and capital improvements in the county pending receipt of related grants and/or finalization of permanent financing for such projects.

I. It is necessary and desirable to provide for the execution and delivery of a Fifth Amendment to Loan Documents between the County and the Lender to provide for such continuation, increase in interest rate and extension of the maturity date in the manner hereinafter provided.

J. All other terms of the Note, the Loan Agreement and the Assignment, as heretofore amended, shall remain the same and the amounts due under the Note shall remain payable solely from the collateral described herein and in the Note Resolution, all to the extent and in the manner provided in the Note Resolution and in the Note, the Loan Agreement and the Assignment.

**SECTION 3. AUTHORIZING OF CONTINUATION OF LOAN, INCREASE IN INTEREST RATE AND EXTENSION OF MATURITY DATE.** The continuation of the Loan, the increase in the interest rate on the Note to 5.75% and the extension of the maturity date of the Note and the related loan documents to August 7, 2023, for the purpose of financing a part of the continuing costs of the continuing grant and road, infrastructure and capital improvement projects, is hereby authorized,

**SECTION 4. SECURITY FOR THE NOTE.** The payment of principal of and interest on the Note shall continue to be secured by a lien upon and an assignment of the County's certificate of deposit described in the Assignment, all in the manner and to the extent provided in the Loan Agreement and the Assignment. The Note shall not constitute a general obligation or indebtedness of the County and the Lender shall never have the right to require or compel the levy of taxes upon any property of or in the County for the payment of the principal of and interest on the Note.

**SECTION 5. APPROVAL OF FORM OF FIFTH AMENDMENT TO LOAN DOCUMENTS.** The form of the Fifth Amendment to Loan Documents shall be approved by the County Attorney and the Chairman. The Chairman, or in his absence, the Vice Chairman of the Board of County Commissioners (the "Chairman") and the Clerk of the Board of County Commissioners or any Deputy Clerk (the "Clerk") are each hereby authorized to execute and deliver such instrument in the form finally approved by the County Attorney and the Chairman with approval to be conclusively



evidenced by such designated officer's execution thereof, and to take such other actions as shall be necessary to amend the loan documents in the manner provided herein.

**SECTION 6. USE OF LOAN PROCEEDS.** It is the intent of the Board of County Commissioners of the County that the loan proceeds derived from the Note continue to fund upfront outlays associated with reimbursable grants and road, infrastructure and capital improvement projects as described herein. Once grant funds are received or permanent financing arrangements are finalized and funds received, the proceeds will be applied toward the outstanding loan balance on the Note.

**SECTION 7. FURTHER AUTHORITY.** The Chairman, the Clerk and other appropriate County officers are hereby authorized and directed to take such other actions and execute and carry out such agreements and instruments as may be necessary or useful to implement the Loan in the manner provided herein and in the Note Resolution, as hereby amended or supplemented, and in the Note, the Loan Agreement and the Assignment.

**SECTION 8. REPEAL OF INCONSISTENT PROVISIONS.** All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 9. SEVERABILITY,** In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage and adoption.

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

Attest:

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

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

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

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

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

# Suwannee County Sheriff's Office Emergency Management

**Objective:**

To approve the MOU between Suwannee County and Second Harvest of The Big Bend

**Considerations:**

Second Harvest of the Big Bend is a nonprofit based in Tallahassee, FL that provides nutritious food and other needed items to people in distress through a collaborative network of partner agencies in 16 counties. This MOU provides for the County and Second Harvest of the Big Bend to provide food, relief supplies, medicines, and other items to the public in accordance with the Suwannee County Comprehensive Emergency Management Plan. The County would be responsible for notifying Second Harvest of its needs in the event of an emergency, developing training for Second Harvest staff, conducting meetings and exercises related to emergency preparedness, and utilizing Second Harvest services when appropriate. Second Harvest is responsible for providing staff at no charge during disaster and recovery periods, and for participation in exercises and planning.

**Recommendations:**

Emergency Management respectfully requests the Board of County Commissioners to approve the MOA.

Respectfully Submitted:

Dated: July 24<sup>th</sup>, 2023

Joyce Davis  
Program Coordinator, Emergency Management

**Memorandum of Understanding  
Between  
SUWANNEE County, a Political Subdivision of the State of Florida  
and  
Second Harvest of The Big Bend**

**I: Purpose:** The purpose of the Memorandum of Understanding (MOU) is to set forth, define and establish mutual agreements, understandings, and obligations by and between **SUWANNEE County, a political subdivision of the State of Florida, through its Emergency Management Division (“the County” or “SUWANNEE County Government”)**, and **Second Harvest of the big Bend**.

**II. Statement of Basic Responsibilities:**

- A. **SUWANNEE County Government**, through its Emergency Management Division, provides coordination of emergency services with **SUWANNEE County**, including incorporated areas. This includes the selection and utilization of various resources and organizations capable of rendering assistance. Under Chapter 252, Florida Statutes, **SUWANNEE County Government**, through its Emergency Management Division, also coordinates the administration of relief activities of both public and private relief or disaster assistance organizations which agree to volunteer their services under the direction or guidance of **SUWANNEE County** authorities. In addition, **SUWANNEE County Government** may utilize personnel and facilities of relief or disaster assistance organizations, churches, temples, and synagogues in the distribution of food, relief supplies, medicines or other items and temporary sheltering as part of the restoration, rehabilitation or reconstruction of community services and essential facilities whenever **SUWANNEE County Government** authorities deem it necessary.
  
- B. Recognizing the increased demand for churches, temples, synagogues, large capacity spaces, and public-private partnership facilities to supplement assistance and recovery to victims of both Presidentially declared or undeclared disasters, and the need to work in harmony with local governments and private relief agencies, the **Second Harvest of The Big Bend Food Bank** wishes to assist in rendering the most efficient service with a minimum of duplication to the citizens and guests of **SUWANNEE County**.

**III: Coordination of Effort:** Cooperation and coordination between **SUWANNEE County Government**, through its Emergency Management Division, and **Second Harvest of the Big Bend**, at a time of major disaster and during the post-disaster recovery period should be maintained at efficient levels and is part of the purpose of this Memorandum of Understanding. **Second Harvest of The Big Bend** works on a voluntary basis and will make a continuing effort to acquaint its members of this Memorandum of Understanding to assist **SUWANNEE County Government** in carrying out mutual responsibilities for disaster relief.

**IV: Responsibilities:**

A. **SUWANNEE County Emergency Management Division** will make efforts to achieve the following:

1. Notify **Second Harvest of The Big Bend** of the potential need to assist in activities following a disaster; and
2. Participate in and develop training in disaster response for the members of **Second Harvest of The Big Bend**; and
3. Schedule periodic meetings and/or exercises to familiarize members of disaster preparedness or recovery initiatives; and
4. Utilize, when and as appropriate, the services of **Second Harvest of The Big Bend** for disaster relief and recovery projects; and
5. **SUWANNEE County** agrees to be responsible, to the extent provided under *Florida Statute 768.28*, for its negligent acts, however, this responsibility shall not serve as a waiver of **SUWANNEE County's** Sovereign Immunity limits.

B. **Second Harvest of The Big Bend** will make efforts to:

1. Provide facilities and/or staff to **SUWANNEE County** at no charge during the disaster or local emergency relief and recovery periods; and
2. Provide a 24-hour contact person and alternates; and
3. Provide a representative to attend periodic meetings of the Voluntary Agencies Working Group; and
4. Participate in exercises, drills, planning sessions, webinars and conference calls developed by the Emergency Management Division; and
5. Provide the Emergency Management Division with an update of the facility and staffing capabilities at least annually prior to June of each year.

C. Both of the above-named parties agree to the following:

1. No modifications or changes will be made to the facility/property **SUWANNEE County** without the express written approval of the owner/operator, or designee; and
2. Prior to occupancy, representatives of both parties may inspect the facility/property and will note any discrepancies on the inspection form, and/or this Memorandum of Understanding; and
3. The facility/property will be returned to the **Second Harvest of The Big Bend** the same condition as it was when occupied/acquired.

**V. Effective Date, Automatic Renewal, and Modification:** This Memorandum of Understanding presents general, and some specific, guidelines by which **SUWANNEE County**, through its Emergency Management Division, and **Second Harvest of The Big Bend**, will cooperate to aid victims at the time of disaster. In witness thereof, the parties have executed this Memorandum of Understanding on the date indicated. The provisions of this Memorandum of Understanding will be effective from the date approved by the Board of County Commissioners

for a period of three (3) years. At the end of the three-year (3) period, this Memorandum of Understanding will automatically renew for an additional term of one year, unless terminated as provided in Paragraph VI of this Memorandum of Understanding. Both Parties have the authority to amend provisions of this Memorandum of Understanding upon the mutual consent and by written instrument executed by the Parties.

**VI. Termination:** Either party may terminate this Memorandum of Understanding by providing the other party with notice of its intent to terminate with 30 days written notice. The Memorandum of Understanding may be immediately and automatically terminated by the County without providing such notice, should the County reasonably believe that the spirit or intent of Chapter 252, Florida Statutes, is not being effectuated by this Memorandum of Understanding.

**AS TO COUNTY:**

ATTEST:  
\_\_\_\_\_, CLERK

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
, CHAIR

Approved as to form and legality:

\_\_\_\_\_

County Attorney

**AS TO Second Harvest of The Big Bend:**

WITNESSES:  
\_\_\_\_\_

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

\_\_\_\_\_

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

**Second Harvest of The Big Bend:**

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

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

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

Date: \_\_\_\_\_

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approval of Traffic Signal Maintenance and Compensation Agreement with Florida Department of Transportation and adoption of enabling Resolution.

#### **Considerations:**

The TSMC Agreement is renewed annually.

The Road Department is responsible for maintaining and ensuring the continuous operation of traffic signals and control devices within the County.

The agreement allows for reimbursement for the maintenance and operation of traffic signals and devices in the amount of \$22,925.00 for Fiscal Year 2023-24.

The agreement also allows for reimbursement of incurred costs if traffic signals, or devices are damaged due to circumstances beyond our control.

#### **Budget Impact:**

\$22,925 provided by FDOT for Fiscal Year 2023-24

#### **Recommendation:**

We respectfully request that the Suwannee County Board of County Commissioners approve the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation and adopt enabling Resolution.

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: August 1, 2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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CONTRACT NO. ARV38  
FINANCIAL PROJECT NO. 41352718807  
F.E.I.D. NO. F596000873055  
AMENDMENT NO. \_\_\_\_\_

**THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** ("Amendment"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and the Suwannee County, Florida ("Maintaining Agency").

**RECITALS:**

**WHEREAS**, the Department and the Maintaining Agency on \_\_\_\_\_ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

**WHEREAS**, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.
2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.
3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

Suwannee County, Florida  
(Maintaining Agency)

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

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

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations  
Engineer

Legal Review: \_\_\_\_\_

Attorney: \_\_\_\_\_ Date: \_\_\_\_\_



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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
  - a. Traffic signals ("TS"),
  - b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
  - c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
  - d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
  - e. Emergency/fire department signals ("FDS"),
  - f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
  - g. Blank out signs ("BOS"; including Lane Control Signs),
  - h. Pedestrian hybrid beacons ("PHB"),
  - i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
  - j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates \_\_\_\_\_ as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:
- a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31<sup>st</sup> day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).
  - b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.
35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.



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**EXHIBIT A**  
**Reimbursement for Maintenance and Operation FY 2024**

SUWANNEE COUNTY																		
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD)	Illuminated Street Name Signs (ISNS)	Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Probe Data Detection System (PDDS)	Uninterruptible Power Supplies (UPS)	Connected Automated Vehicle Devices (CAVD)	Pedestrian Hybrid Beacon (PHB)	Arterial Dynamic Message Sign (ADMS)	Passive Pedestrian Detection (PPD)	Traffic Monitoring Camera (TrMC)	In-Roadway Warning Lights (IRWL)	Compensation Amount (using Unit Rates from Exhibit B)
SR51, (US129) at 102ND TERRACE/BASS RD.									\$381									\$381
SR51, (US129) at 70TH STREET,(SKEEN RD)	\$3,910																	\$3,910
SR51/249, (US129) at 66TH TERRACE	\$3,910																	\$3,910
<b>Total Lump Sum Amount*</b>																	<b>\$22,925.00</b>	

\* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$22,925.00

\_\_\_\_\_  
 Maintaining Agency Date

\_\_\_\_\_  
 District Traffic Operations Engineer Date

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**EXHIBIT B  
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

Unit Compensation Rates per Unit on the State Highway System																	
FY	Traffic Signals (TS) <i>Intersection</i>	Traffic Signal - Interconnected & monitored (IMTS) <i>Intersection</i>	Intersection Control Beacon (ICB) <i>Intersection</i>	Pedestrian Flashing Beacon (PFB) <i>System</i>	Emergency Fire Dept. Signal (FDS) <i>System</i>	Speed Activated Warning Display (SAWD) <i>System</i>	Illuminated Street Name Signs (ISNS) <i>Intersection</i>	Blank Out Sign (BOS) <i>Device</i>	Traffic Warning Beacon (TWB) <i>System</i>	Probe Data Detection System (PDDS) <i>Device</i>	Uninterruptible Power Supply (UPS) <i>Device</i>	Connected Automated Vehicle Devices (CAVD) <i>Device</i>	Pedestrian Hybrid Beacon (PHB) <i>System</i>	Arterial Dynamic Message Sign (ADMS) <i>Device</i>	Passive Pedestrian Detection (PPD) <i>System</i>	Traffic Monitoring Camera (TrMC) <i>Device</i>	In-Roadway Warning Lights (IRWL) <i>System</i>
2021-22	\$ 3,573	\$ 5,134	\$ 896	\$ 717	\$ 1,252	\$ 360		\$ 360	\$ 360	\$ 115	\$ 115	\$ 514					
22-23	\$3,670	\$5,273	\$921	\$737	\$1,286	\$370		\$370	\$370	\$119	\$119	\$527					
23-24	\$ 3,910	\$ 5,558	\$ 947	\$ 758	\$ 1,323	\$ 381	\$ 391	\$ 419	\$ 381	\$ 123	\$ 123	\$542	\$ 2,645	\$ 2,027	\$ 1,644	\$ 688	\$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

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**EXHIBIT C  
 Reimbursement for Replacement and/or Repair of  
 Damaged Traffic Signals and Devices**

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: [Traffic Signal Maintenance and Compensation Agreement Manual](#).

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices, as well as completed work.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
 Maintaining Agency                      Date

\_\_\_\_\_  
 District Traffic Operations Engineer      Date



**SUWANNEE COUNTY RESOLUTION NO. 2023 - \_\_\_\_\_**

**A RESOLUTION IDENTIFYING THE OFFICERS AUTHORIZED TO SIGN FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENTS ON BEHALF OF SUWANNEE COUNTY, FLORIDA.**

**WHEREAS**, on September 23, 2002, the Board of County Commissioners of Suwannee County, Florida entered into an agreement with the Florida Department of Transportation for the maintenance and operation of traffic signals located at various intersections within the unincorporated areas of Suwannee County; and

**WHEREAS**, the Florida Department of Transportation's policy has changed to provide Suwannee County with compensation for intersection control beacons, beginning in the Florida Department of Transportation's Fiscal Year 2023/2024; and

**WHEREAS**, Suwannee County is responsible for the operation and maintenance of such traffic signals; and

**WHEREAS**, the Florida Department of Transportation is allowed to reimburse counties a portion of the costs of the operation and maintenance of certain traffic signals.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Suwannee County, Florida, that

1. Chairman of the Board of County Commissioners of Suwannee County, Florida, or in his absence, Vice Chairman, is authorized to execute Florida Department of Transportation Traffic Signal Maintenance and Compensation Agreements on behalf of Suwannee County, Florida.
2. Suwannee County Clerk of Circuit Court, Deputy Clerk, is authorized to attest the Chairman's/Vice Chairman's signature.
3. This resolution shall become effective upon adoption by the Board of County Commissioners of Suwannee County, Florida.

**ADOPTED** this day of August 1, 2023.

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

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**Franklin White, Chairman**

**ATTEST:**

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**Barry A. Baker, Clerk of Circuit Court**

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

Revisions to the Suwannee County Purchasing Policy

**Considerations:**

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

Modifications in spending limits are needed due to:

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

**Budget Impact:**

**None**

**Recommendation:**

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

Respectfully submitted,

Dated: August 1, 2023

Greg Scott,  
County Administrator

# SUWANNEE COUNTY PURCHASING POLICY

August 1, 2023

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## **Section 1** **Definitions**

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

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

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

**Section 2**  
**Constitutional Officers**

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

**Section 3**  
**Conflict of Interest**

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

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

**Section 4**  
**Adoption of Purchasing Policies**

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

**Section 5**  
**Purpose**

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

**Section 6**  
**Applicability**

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

**Section 7**  
**Responsibility**

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

**Section 8**  
**Purchase Orders**

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

7. Services included in contracts

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

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

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

~~Library will be identified with department name, address, and PO number.~~

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

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

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

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

- C. Issuance Of Purchase Orders

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

- D. Routing Of Purchase Orders

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

- E. Emergency Purchase Orders

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

**Section 9**  
**Payment Request**

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



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

**BUDGETED:**

<b>AMOUNT OF CONTRACT OR EXPENDITURE</b>	<b>AUTHORIZED SUPERVISOR</b>	<b>DEPARTMENT HEAD</b>	<b>COUNTY ADMINISTRATOR</b>	<b>BOCC</b>
<b>\$0 to \$5000</b>	<b>X</b>			
<b>Above \$5000 to \$15,000</b>		<b>X</b>		
<b>Above \$15,000 to \$35,000</b>			<b>X</b>	
<b>Above \$35,000</b>				<b>X</b>

- A. The Board of County Commissioners shall award all projects in excess of ~~\$15,000~~ **\$35,000**. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.
- B. Invoices submitted to the Finance Department for payment shall include an authorized signature (See above table) and the appropriate account number.

**Section 10**  
**Informal Competitive Purchases with quotes**

The Board of County Commissioners shall award all projects in excess of ~~\$15,000~~ **\$35,000**. The Department Head is authorized to process all progress payments of Board awarded projects, which are, less than \$100,000 in cost. The Board shall approve all progress payments for projects in excess of \$100,000.

A. Informal Competitive Purchases

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

1. Up to ~~\$500~~ **\$1000**  
Purchases made by authorized field personnel to buy supplies and/or parts for operational necessity up to ~~\$500~~ **\$1000** in value.
2. In excess of ~~\$500~~ **\$1000** to ~~\$5000~~ **\$15,000**  
A purchase made by authorized supervisors and approved by the department head for an item or service in excess of ~~\$500~~ **\$1000**, but no more than ~~\$5,000~~ **\$15,000** requires at least two (2) documented written quotations.
3. In excess of ~~\$5,000~~ **\$15,000** to ~~\$15,000~~ **\$35,000**  
A purchase made by Department Heads following approval by the County Administrator for an item or service in excess of ~~\$5,000~~ **\$15,000** but no more than ~~\$15,000~~ **\$35,000**

requires at least three (3) documented written quotations unless any one of the following circumstances exists in which multiple quotes are not required:

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

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

## **Section 11** **Formal Competitive Bidding**

A. In excess of \$15,000 \$35,000

All purchases for equipment, commodities or services anticipated to exceed \$15,000 \$35,000 in cost shall be subject to formal competitive bidding. Purchases subject to formal competitive bidding shall be awarded exclusively by the Board of County Commissioners.

B. Competitive Bidding Process

The competitive bidding process shall be accomplished as follows:

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

5. Bid Summary page required to precede all bid documents.
6. Alternate bids, when applicable, will be submitted on page immediately following the Bid Summary page.
7. Bid Bonds (when applicable)  
Each bid on a public construction project to exceed \$120,000 in cost must be accompanied by a bid bond payable to Suwannee County for five percent (5%) of the total amount of the bid. The bid bond may be in the form of a certified or cashier's check payable to Suwannee County or a bond issued by a surety qualified to do business in the State of Florida having a rating of no less than A- by A.M. Best & Company. When the bids have been opened and compared, the County will return the bonds of all except the two (2) lowest-responsive bidders. When a contract is executed by the lowest responsive bidder and the public construction bond required by Section 255.05, Florida Statutes, together with certificates evidencing proof of necessary insurance requirement, have been furnished to Suwannee County, the bid bonds of the two (2) lowest bidders shall be returned. If the low responsive bidder has not entered into the contract required by County within thirty (30) days after written notice of award of contract and furnished to County the required public construction bond along with proof of insurance as required in the bid documents, then, and in such event, the amount of the bid bond of the lowest responsive bidder shall be forfeited to County and thereupon, County at its option, may proceed to enter into a contract with the second lowest responsive bidder.
8. All bids to be submitted by 4:00 p.m. on the due date to:  
  
Cashier's Window  
Suwannee County Clerk of Court  
200 South Ohio Avenue  
Live Oak, FL 32064
9. Bids will be date and time stamped by the Clerk's Office showing the time displayed on the clock **in located at the** cashier's window.
10. Bids shall be opened and read aloud at a scheduled public meeting on the date, time and location identified in the public invitation to bid announcement. Under no circumstances shall a bid be accepted which arrives after the time and date advertised. All bid proposals shall be duly noted as received by the Clerk of Court Office. The Clerk of Court office shall maintain all original bids. The Administration Office will maintain copies of all bids and bidding documents.
11. At bid opening, the only information that will be read aloud will be the name of the bidder, the amount of the bid.
12. Copies of bids and associated documents will be made available to the public upon request.

13. A Bid Review Committee to be appointed by the County Administrator and shall include County Administrator, Clerk of Court Representative, Human Resources Director, Department Representative and others at the discretion of the County Administrator.
14. **13.** The Bid Review Committee County Administrator, Department Head, or designee(s) will review the bids assuring that all required documents are submitted as requested.
15. **14.** All bid tabulations and recommendations will be forwarded to the Board of County Commissioners for consideration.
16. **15.** The Board of County Commissioners may reject any and or all bids or negotiate with the low best lowest bidder when it is in the best interest of the county to do so. The Board may waive irregularities in any or all formal bids and reserves the right to request and obtain missing or additional information from bidders.
17. **16.** Prior to contract agreement being sent out or submitted to the Board, the County Attorney will review the contract for accuracy and legality.
18. **17.** The Contract Agreement will not become binding until signed by the Chairman of the Board, Clerk of Court and successful bidder.
19. **18.** The Chairman of the Board when authorized by a majority vote of the Board of County Commissioners is authorized to execute contracts.

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

## **Section 12** **Competitive Bidding Waived**

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

- A. When, due to the nature of service or type of product required, there is no known competition in the market place.
- B. When the product is being procured directly from the manufacturer.
- C. When standardization is determined necessary.
- D. When purchases are made under State of Florida contracts, Federal contracts, or contracts established by National organizations comprised of government bodies.
- E. When purchases are made utilizing contracts or agreements made by other governmental agencies.

- F. When due to a proprietary design, feature, or characteristic no other product or equipment specifications will satisfy the needs of Suwannee County.
- G. When, due to the nature of the product (e.g. fuels and lubricants) no stable pricing market exists, the Board may, by separate resolution, authorize department to accept short-term **bids quotes** or negotiate with suppliers for the best pricing.
- H. When an emergency exists and a delay caused by the bidding procedure would be detrimental and against the public interest, the Department Head or his designee may ask the Board Chairman to waive the competitive bidding process. The Board Chairman may waive the competitive bidding process for purchases or contracted services up to ~~\$25,000~~ **\$75,000**. The Board Chairman may authorize purchases or contracted services for ~~\$25,000~~ **\$75,000** or more when an emergency exists and report his/her actions at the next regular Board meeting.

**Section 13**  
**Tie Bids**

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

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirement.
- B. Experience and past performance.
- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).
- E. Compliance with the provisions of Drug-Free Workplace Act.
- F. In the case of foreign manufacturing companies, preference pursuant to Florida Statute § 287.092.**

**Section 14**  
**Award Considerations**

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

- A. Ability to deliver the product or perform the contract in a timely manner and consistent with county requirements.
- B. Experience and past performance.

- C. Acceptable warranty/guarantee of future maintenance and service.
- D. Possession of current licenses and certifications (when applicable).

**Section 15**  
**Contract Requirements**

A. Bid Bonds

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

B. Public Construction Bond (If applicable)

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

C. Attorneys-in-Fact

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

D. Insurance Requirements

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

E. Public Entity Crime Statement

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

F. E-Verify

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

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

1. all persons employed by the Vendor/Contractor during the term of the Contract who will to perform employment duties within Suwannee County, Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Suwannee County.

G. Vendor/Contractor shall provide a copy of IRS form W-9.

H. A notice to proceed will be issued once the County Administrator is satisfied that all County requirements have been met.

I. Copies of all contracts shall be provided to the Clerk of the Court, County Attorney and County Administrator.

**Section 16**  
**Change Orders**

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

**Section 17**  
**Bid Protest Procedure**

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

A. The protest must be submitted within three (3) business days after posting of the bid tabulation on demandstar.com. The protest must be in writing and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. Such protest is considered filed when it is received by the County Administrator's office with the protest bond in the appropriate amount.

- B. Any bidder who files an action protesting a bid solicitation, a bid rejection, or an award pursuant to this section shall post with the County Administrator's office at the time of filing, a protest bond payable to the Suwannee County Board of County Commissioners. This written request to convene a formal protest must be accompanied by a protest bond of an amount of equal to one percent of the value of the solicitation, but in no case less than five hundred dollars (\$500.00) nor greater than five thousand dollars (5,000.00). This bond shall be by a U.S Postal Service money order, certified cashiers or bank check payable to the Suwannee County Board of County Commissioners. Failure to post such bond shall result in the protest being dismissed by the County Administrator or his or her designee.
- C. If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the County prevails, the bond shall be forfeited to the County. The entire amount of the bond also shall be forfeited if the County Administrator or his or her designee determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the County or other parties.
- D. Stay of bid during protest. Notwithstanding anything contained herein to the contrary, in the event of a timely protest, the County Administrator or his or her designee shall stay the award of the contract, unless the County Administrator, with the advice of the County Attorney, and after consultation with the affected department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.
- E. The County Administrator or his or her designee, shall have the authority to review and attempt to resolve the protest informally.
- F. If the protest has not been informally resolved by the County Administrator or his or her designee and the protestor wishes to pursue the protest, the protestor shall be required to request that a formal protest hearing be convened before a protest committee comprised of the County Administrator, the County Attorney, and the affected department director. This request shall be made in writing to the County Administrator or his or her designee within three (3) business day of issuance of the County Administrator's or his or her designee's determination. The protest hearing shall be held within ten (10) business days of the receipt of such request.
- G. The protest shall state the particular grounds on which it is based and may include such additional written or physical evidence, objects, statements, affidavits, and arguments which the protestor deems relevant to the issues raised. Any grounds not stated shall be deemed to have been waived by the protestor. In the proceeding, the protestor or its representative may make an oral presentation of such evidence and arguments. At any time the committee members may also make whatever inquiries of the parties and their witnesses that may be pertinent to a determination of the protest.



- H. At the conclusion of the evidence submitted by the protestor, the protest committee shall announce a decision and shall prepare a written decision and recommendation which shall be filed with the Board of County Commissioners within fourteen (14) days after the hearing.
- I. After the filing, the protest committee's decision and recommendation shall then be presented for action at the next regularly scheduled meeting of the Board of County Commissioners. At this time, protestors shall be allowed to present evidence and testimony to the Board of County Commissioners. At the conclusion of such testimony by the parties involved, the board shall by majority vote accept or reject the decision and recommendation of the protest committee.
- J. The determination by the Board of County Commissioners shall be the final and conclusive decision by the County regarding a bid protest. Any appeal by a protestor shall be by certiorari to the Fifth Judicial Circuit Court.
- K. Prohibition of lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board of County Commissioners with respect to a pending award of a contract. Any bidder engaging in a protest to the Board as allowed under this section shall comply strictly with the requirements and restrictions of this section. The Board of County Commissioners may disqualify a bid, a proposal, or a protest in connection with a procurement matter where the County Commissioners or any representative of the Commission has been lobbied.

**Section 18**  
**Procurement Of Professional Services**

- A. Procurement of professional architectural, engineering, landscape architectural, or **land surveying and mapping** services for projects estimated to be in excess of **\$120,000 \$325,000** in construction costs or planning studies in excess of **\$10,000 \$35,000** shall be secured consistent with the Consultants Competitive Negotiation Act (F.S. 287.055) and as may be amended from time to time.
- B. For all professional service contracts requiring Board approval, **– except those professional service contracts with a pre-existing continuing contract vendor as defined by Florida Statute § 287.055(2)(g) as amended** - a committee, appointed by the County Administrator, shall recommend a firm and negotiated contract to the legislative body for approval following the RFQ procedure and associated scoring.
- C. Appraisal, auditing and accounting, financial, outside legal and medical services shall be secured at the discretion of Board of County Commissioners in the best interest of Suwannee County.

**Section 19**  
**Accountability Of Tangible Assets**

The procurement of items of \$2,500.00 or greater shall be considered a tangible asset. All tangible assets shall have a property card and identification number assigned to the item. A

Report of Acquisition or Disposition of Property Form shall be filled out in its entirety, with a copy of the purchase invoice attached. The forms will be forwarded to Administration for the issuance of an identification number. The yellow copy will be returned to the department for their records and the property sticker shall be placed on the tangible asset.

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

Surplus property procedure:

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

**(Revised: Resolution No. 2023-(), approved 8/1/2023)**

DRAFT

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

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

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

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

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

The Suwannee County Purchasing Policy was revised as reflected in the attached Draft. The policy shall have full force and effect as of August 1, 2023.

PASSED, ADOPTED, and APPROVED, this 1st of August, 2023.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

(Seal)

By \_\_\_\_\_  
Franklin White, Chairman

ATTEST:

\_\_\_\_\_  
Barry Baker, Clerk of Court

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

Task Order with Asphalt Paving Systems for chip seal of Railroad Street (153<sup>rd</sup> Road to the railroad crossing at 149<sup>th</sup> Road).

**Considerations:**

The subject portion of Railroad Street is in connection with the previously approved sections of Railroad Street to be chip sealed.

**Budget Impact:**

The funds are available in the Road Department budget.

**Recommendation:**

Respectfully request the Suwannee County Board of County Commissioner approve the Task Order with Asphalt Paving Systems for the chip seal of Railroad Street (153<sup>rd</sup> Road to the railroad crossing at 149<sup>th</sup> Road).

Respectfully submitted,

Dated: August 1, 2023

Greg Scott,  
County Administrator

Task Order No. 2023 - \_\_\_\_\_



DATE: 7/24/2023

TO: Greg Scott  
 Suwannee County Administrator  
 13150 80th Terrace  
 Live Oak, Fl. 32060

FROM: Asphalt Paving Systems, Inc.  
 8940 Gall Blvd  
 Zephyrhills, FL 33541  
 Ph: 813-788-0010  
 Fx: 813-788-0020

RE: Railroad Street- 153rd Road to RR Crossing at 149th Rd  
 Chip Seal Surface Treatment -

Item No	Description	Units	Quantity	Unit Price	Total Price
	Driveway Turnouts	EA	4	\$ 225.00	\$ 900.00
	Primer/Sealer Sand	SY	7,645	\$ 0.65	\$ 4,969.25
	Chip Seal Double #67, #89 aggregate	SY	7,645	\$ 5.59	\$ 42,735.55
	Fog Seal tight surfaces	SY	7,645	\$ 0.60	\$ 4,587.00
	Mobilization	EA	0	\$ 3,250.00	\$ -
	Maintenance of Traffic	DY	1	\$ 1,850.00	\$ 1,850.00
	Road Turnouts	EA	2	\$ 375.00	\$ 750.00
	3440' x 20'				
					\$ 55,791.80

Sincerely,  
*Randy Shane*

Randy Shane  
 Technical & Marketing Manager  
 Asphalt Paving Systems, Inc.

BOARD OF COUNTY COMMISSIONER  
 SUWANNEE COUNTY, FLORIDA

\_\_\_\_\_  
 Franklin White, Chairman

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Authorization to advertise for bids for the construction of a Pole Barn / Shop for the Solid Waste Department.

#### **Considerations:**

The pole barn is proposed to house several tractors and lawnmowers required for the maintenance and upkeep of Landfill properties.

The shop is purposed to house all tools and trucks required for minor construction and maintenance of all collection sites and landfill.

Combining the pole barn and shop will provide secured storage and workspace with easy access to both for employees.

#### **Budget Impact:**

This is a budgeted item.

#### **Recommendation:**

We respectfully request authorization to advertise for bids for the construction of a Pole Barn / Shop for the Solid Waste Department.

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: August 1, 2023

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Award RFQ 2023-11 and authorize the Chairman to execute an agreement with Pitman Engineering, LLC, to design the widening and resurfacing of the existing lanes of CR49 from CR252 to US 90.

#### **Considerations:**

RFQs were opened on May 30, 2023.

Pitman Engineering, LLC scored as the highest-ranking firm for the project.

Pitman Engineering, LLC has requested a fee of \$404,405.00.

The SCRAP Agreement with FDOT for design was approved on April 18, 2023.

The funds being provided by FDOT are in the amount of \$700,000.

#### **Budget Impact:**

Funded by Florida Department of Transportation.

#### **Recommendation:**

We respectfully request the Suwannee County Board of County Commissioners to award and Chairman to execute an agreement with Pitman Engineering, LLC, to design the widening and resurfacing of the existing lanes of CR49 from CR252 to US 90.

Respectfully submitted,

Dated: August 1, 2023

Greg Scott,  
County Administrator



PITMAN ENGINEERING

Official Date: July 21, 2023

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("AGREEMENT") is made and entered into by Pitman Engineering LLC ("PE") and Suwannee County Board of County Commissioners ("CLIENT"), as identified and designated below, effective as shown via Official Date above. CLIENT is responsible for reading through AGREEMENT entirely and notifying PE of any questions pertaining to its contents prior to execution of contract. PE reserves the right to hold CLIENT liable for any and all contents as written within this contract as well as all accompanying documents referenced, once signed by CLIENT.

1) CLIENT & PROJECT INFORMATION

Table with 4 rows and 4 columns containing project details: Project Name, PE Project #, Responsible Party, Project Location, County Parcel(s) #, and Project Summary.

PAYMENT/FEE SUMMARY

CLIENT agrees to pay Pitman Engineering LLC for the scope of services described herein, based upon the following payment plan. CLIENT shall be billed no more than once monthly, based on progress complete. 100% of fee will be due immediately following the end of the Final design phase.

Permit application fee(s) will be charged in addition to and separately from the fee(s) below. Permit application fee(s) will be required to be paid to PE prior to application submittal or to the permitting agency directly. In rare cases, as deemed appropriate and preapproved by PE, PE will pay application fee(s) and seek immediate reimbursement from CLIENT.

Table with 2 columns: LUMP SUM FEE: \$404,405.00

By signing below, CLIENT and PE have read through this AGREEMENT, and its terms of service, and agree to its terms. CLIENT shall return signed AGREEMENT to PE to get added to PE work schedule.

Signature lines for CLIENT's Signature, Title, Date, PE's Signature, Title, and Date, with handwritten signatures and dates.

PE'S SCOPE OF SERVICES



PE agrees to perform for CLIENT the services as listed below. Such services are herein after referred to as "SERVICES". PE shall not perform any other SERVICES outside of what is specifically mentioned below. CLIENT may choose to add services at any time via requested contract amendment. Said added services will not be performed until contract amendment has been executed between CLIENT and PE, which shall list specifically added services and compensation.

### **General Tasks**

**Invoice documentation** – includes the preparation and submission of the required forms and documents to justify invoices.

**Progress Reports** – includes the preparation and submission of progress reports to the County.

**Reimbursement support** – includes support to County staff to help secure reimbursement from FDOT for invoice payments.

**Contract Maintenance and Project Documentation** – includes project management efforts to set up and maintain files, electronic folders and documents, submittal of project documentation.

**Project Manager meetings**

**Bid package preparation**

**Prepare Notice to Contractors and Project Advertisement**

**Pre-bid conference – IF REQUIRED**

**Receive/answer bidders' questions**

**Prepare and issue written addenda**

**Review bids received**

**Award recommendation**

**Post Design Services:**

Provide support to CEI staff – includes being responsive to contractors' questions and providing technical support during construction.

Prepare revisions as necessary – includes the preparation of any required plans

Revisions after the letting of the project.

Shop drawing review

### **Survey**

**Horizontal Project Control** – includes researching datum records and existing maps, collecting field data on existing monumentation and maintained limits, establishing horizontal control points that are referenced to state plane coordinates and establishing a baseline of survey.

**Vertical Project Control** – includes researching vertical datum records and benchmark information and establishing vertical control points that are referenced to NAVD datum.

**Topography / DTM (3D)** – includes the field survey work required to pick up existing topographical features and ground points as required to design the project.

**Underground Utility locates** – includes the analysis of existing information regarding existing utility facilities in the project area, coordination with locate services and field survey work to collect location information on field-located facilities.

**R/W Data** – includes researching existing r/w maps and the field work to locate existing monumentation.

**R/W Maps and Legal Descriptions** – not anticipated for this project. No hours are included in design fee.



**Survey Office Support and File Processing** - Includes the processing of the raw data files into CADD-compliant topographic drawings and Quality control reviews of the data. Also includes the file processing required to create proper topographic symbology and a limited digital terrain model of select existing ground surfaces.

### **Geotechnical Analysis**

**Pavement Cores** - collect pavement cores to establish resilient modulus values and average existing pavement thickness for pavement design purposes.

### **Roadway Analysis**

**Design Report** – prepare a Design Report that summarizes the project intent, existing conditions and applicable Design criteria.

**Typical Section analysis and selection** – includes the review of the existing roadway features, operating characteristics, traffic data and functional classification of the roadway. Analysis of this data and an understanding of the projected future use will result in the creation of a proposed Design Speed and Typical Section for the project.

**Pavement Design analysis and selection** – includes the collection of traffic loading data (including projected traffic for the design service year) and modulus numbers for the subgrade soils. Using this information, a required structural number will be established and a pavement design will be prepared in accordance with the *FDOT Flexible Pavement Design Manual*.

**Evaluation of Critical Design Elements** – includes an analysis of the Florida Greenbook criteria for design speed, lane widths, shoulder widths, horizontal alignment, super-elevation, vertical alignment, grade, stopping sight distance, cross slope and clear recovery area. The design criteria for these elements will be established and met if feasible. When constraints prevent the criteria from being met, mitigation features will be utilized and exceptions prepared.

**Evaluation of drainage** – includes the evaluation of existing surface water flow patterns, outfall locations and flooding history. Also includes an evaluation for cross-drain culverts.

**Evaluation of side drains and ditches** – includes the evaluation of existing surface water flow patterns and the need for side drain structures. Existing side drains will be evaluated for condition, horizontal clearance requirements, capacity, and safety treatments for the pipe ends. New side drains will be sized and added as required to maintain lateral flow to established outfall areas.

**Preparation of Design Exceptions** – where any of the critical design elements cannot meet the established design criteria, a design exception will be prepared and approved by the Engineer of Record and the local government’s designated authority.

**Horizontal / Vertical Master Design files** – includes efforts required for establishing the master design files for the horizontal and vertical geometry. Includes the work effort to create elements showing the alignment for both horizontal and vertical geometrics in the plan/profile sheets. Includes efforts to create criteria files for auto-labeling. Also, includes all efforts to analyze and refine plan/profile geometrics.

**Cross Section Design Files** – includes extracting select cross sections from regions of modeling and adding labeling and adjusting ditch slopes to properly meet natural ground.

**Temporary Traffic Control** – evaluate and design schemes for lane closures and proper warning signs

**Quantities / Cost Estimates** – includes the calculation of quantities, establishing the appropriate pay items, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase III plans and at FINAL plans.

**Field reviews** – includes field reviews by staff needed to collect information and to meet with utility representatives or local stakeholders.

**Technical Meetings (County, FDOT, Reg. Agencies)** – travel and time spent meeting with County staff, regulatory agencies, emergency responders and other stakeholders.



**QA/QC** – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

**Coordination** – communication and action planning with owners, Design staff and stakeholders.

### **Roadway Plans Production**

**Key Sheet** – preparation of the key sheet, in general conformance with the FDOT FDM.

**Signature Sheet** – create signature sheet for digitally signing/sealing the plans.

**Typical Sections** – preparation of typical sections, in general conformance with the FDOT FDM.

**Typical Section details** – preparation of any required typical section details, in general conformance with the FDOT FDM.

**General Notes / Pay Item notes** – preparation of the relevant notes and project specific pay instructions, in general conformance with the FDOT FDM.

**Project Layout Sheet** – prepare visual index to where specific roads are located in the plans.

**Plan/Profile sheets** – preparation of the roadway plan sheets, in general conformance with the FDOT FDM

**Special details** – preparation of any necessary special details that clarify instructions to the contractor, in general conformance with the FDOT FDM.

**Cross sections** – preparation of select roadway cross sections, in general conformance with the FDOT FDM

**Temporary traffic control plans** – preparation of the temporary traffic control plan for maintenance of traffic during construction, in general conformance with the FDOT FDM.

**Stormwater pollution prevention plans** – preparation of a stormwater pollution prevention plan that follows the requirements of the Florida Erosion and Sediment Control Manual and in general conformance with the FDOT FDM, chapter 251.

**Summary of Quantity Sheets** – create summary boxes of the quantities

**Project Control Sheet** – provides information on horizontal and vertical control points

**QA/QC** – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

### **Drainage Analysis**

**Base Clearance** – identify areas where the normal high water may frequently saturate the subgrade and provide proper clearances with selection of the profile grade. Evaluate clearances above the crown of cross drain pipe.

**Design of Cross Drains** – identify natural low areas that collect and convey stormwater runoff. Delineate drainage basins and flow characteristics and size conveyance pipes. Design proper safety end treatments for pipe ends.

**Design of Ditches** – evaluate flow capacity, flow patterns, placement and size of side drain pipe and evaluate the need for ditch lining or rubble rip rap.

**Quantities**- prepare estimated pipe lengths, end treatments, sod, rip rap

**Field Reviews** – to gather data on existing runoff conditions, conveyance means and outfall areas

**QA/QC** – frequent quality checks of staff work

### **Drainage Plans**



**Drainage Structures** – draw cross-sectional view of all cross drain culverts and label them.

**Erosion Control details** – prepare details for staked silt fence and other sedimentation barriers.

**SWPPP sheets** - prepare the standard Stormwater Pollution Prevention plan sheet

### **Utility Coordination**

**Identify Existing Utility Owners (UAOs)** – includes calling in a Design Ticket to Sunshine 811 to establish utility owner contact information and to begin coordination of locating existing utilities.

**Initial Utility Coordination and request for mark-ups** – contact each UAO and request that they provide location information on their existing facilities.

**Review Utility Mark-ups** – translate utility location information to the plans and evaluate conflict points.

**Utility coordination / follow-up** – includes discussion with utility owners regarding known conflicts and the resolution to those conflicts.

**Coordination** – includes regular communication with UAO's and design staff to ensure that any known utility conflict is addressed and Utility Work Schedules can be secured.

**Utility Work Schedules** – prepare draft Utility Work Schedules for UAO approval and signature.

### **Environmental Permitting**

**Preliminary Project Research and Determination of Need** – includes analysis of existing field conditions, establishing wetland lines and potential impacts. Also includes the determination of the type of environmental permits that may be required. **It is anticipated that there will be wetland impacts that will require 404 wetland impact permitting with the DEP and there will be substantial coordination effort, expense and time delays associated with it.**

**Establish Wetland lines** – delineation will be done by a certified wetland evaluator under a subcontractor agreement.

**Agency verification of Wetland lines** – participate in a joint field meeting with DEP and SRWMD to agree on wetland delineation and WOTUS determination.

**Environmental Permit Applications** – prepare and submit applications for a WMD General Permit and a DEP 404 permit. This includes dredge and fill sketches, location maps, historical aerials, lidar contours of the basin.

**Prepare UMAM scores** – UMAM scoring will be done by a certified wetland specialist under a subcontractor agreement.

**Compensatory Mitigation Plan** – it is anticipated that DEP will require mitigation for minor wetland impacts. A mitigation plan will be created that utilizes a mitigation bank.

**Mitigation Coordination and meetings** – lots of coordination with DEP, the County and mitigation bank representatives.

**Coordination** – includes regular communication with regulatory staff regarding permitting, during pre-application meetings and the various stages of permit review.

### **Signing and Pavement Marking Analysis**

**Sign inventory and analysis** – includes a field analysis of the need for signs on the project, based on current standards and proposed geometrics.

**No Passing Zone analysis** – evaluate the need for no passing zones based on the MUTCD.

**Signing and Pavement Marking Master Design File** – develop master design file showing all pavement markings.



**Quantities / Cost estimates** – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and an estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.

**QA/QC** – daily oversight of criteria application, calculations, quantities

**Coordination** – communication and action planning with owners, Design staff and stakeholders.

### **Signing and Pavement Marking Plans Production**

**Key sheet** – preparation of the key sheet, in general conformance with the FDOT FDM.

**Signature Sheet** – preparation of the signature sheet in conformance with the FDOT FDM.

**General notes / Pay Item notes** – preparation of the Notes sheet, in general conformance with the FDOT FDM.

**Plan sheets** – preparation of the plan sheets, in general conformance with the FDOT FDM and select FDOT Design Standards.

**Special details** – preparation of the special detail sheets, in general conformance with the FDOT FDM and select FDOT Design Standards.

**QA/QC** – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

## **PE PROFESSIONAL SERVICES AGREEMENT: TERMS AND CONDITIONS**

### **PROJECT TIMELINE**

PE will provide CLIENT with a project design phase schedule that is based on the FDOT agreement timelines. CLIENT understands that timeline given by PE is an approximate estimate based on information and conditions known at the time of proposal and that there are outside stakeholders (FDOT, SRWMD, DEP, utility companies, etc.) which may affect timelines that are out of PE's control.

CLIENT understands that delays in response or deliveries of required/requested materials from CLIENT may result in undesired delays.

### **METHOD & EXPECTATION OF PE CONTACT**

CLIENT understands that PE's preferred method of contact is through email as it helps establish a proper record of communication between CLIENT and PE. Email also allows faster transfer of information and instruction between all team members that will work on this project.

CLIENT understands that PE may not always be immediately available in person or by phone but will work diligently to respond as soon as possible and to meet at the CLIENT's convenience.

### **CONTRACT CANCELLATION**

CLIENT or PE may initiate the cancellation of this contract following a minimum 30 days' notice of intent to do so, with or without cause. CLIENT is required to pay PE for percentage of work efforts completed at the time of cancellation. PE reserves the right reasonably set the percentage completed.



CLIENT initiated cancellation shall invoke a cancellation fee of 10% of the remaining fee balance owed, to cover work efforts required to close out the project. Project files will not be released until PE is paid in full according to percentage completion at the time of cancellation.

If PE initiated cancellation, PE will pass off of information and files collected/created to date at the request of the CLIENT. No files will be transferred until all PE's fees for work completed, including applicable cancellation fees, have been paid. PE reserves the right to hold proprietary files, as deemed appropriate by PE. PE transfer of information will be limited to a total of 12 hours of effort. Efforts will be limited to emails, phone calls, and one virtual meeting. Any further effort, or prolonged transfer, shall be paid for by CLIENT on an hourly basis based on hourly RATES.

Cancellation can and likely will be requested by PE, with cause, for but not limited to the following reasons:

- Non-payment from CLIENT
- Request made by CLIENT that is unlawful or unethical
- Mistreatment of staff and or subcontractors
- Continued CLIENT request for work beyond scope
- CLIENT unwillingness to accept PE's professional opinion
- Project has become detrimental to PE's overall operational ability

CLIENT shall not hold PE liable for any delays, damages, or hardships as a result of PE initiated cancellation. CLIENT understands that PE initiated cancellation will not be taken lightly and only initiated in scenarios where deemed absolutely necessary by PE.

#### **LATE OR NON-PAYMENT**

Late payment or non-payment can and will result in late fees, project completion and delivery date delays, and in some cases as deemed appropriate by PE, cancellation of the contract. If contract is canceled as a result of non-payment, cancellation will be considered a CLIENT cancellation and the 10% fee for CLIENT cancellation will be invoked. CLIENT will be liable for payment on the originally invoiced amount, late fee amount, and cancellation amount.

A late fee of 5% of the invoiced amount will be charged for every 7 calendar days until payment is received. Late fee will be initiated at 12:01 am on every 7<sup>th</sup> day. Late fee will compound during consecutive week charges. 5% weekly late fee will run for four consecutive weeks, or until payment has been delinquent for 60 or more calendar days. At and beyond 60 day delinquency, cancellation fee will be added to CLIENT's amount owed. A monthly late fee of 10% will be charged for the total amount due, which will include cancellation fee, until payment has been received.

PE reserves the right to retain ownership of all files created in the event of late or non-payment, including after all payment has been received from CLIENT. CLIENT and PE may initiate an amendment to this contract in order for CLIENT to gain ownership of the files, if desired. PE reserves the right to reject any and all offers from the CLIENT, and is in no way obligated to reach an amended contract with the CLIENT in order for the CLIENT to receive the files.

Any failure to pay by CLIENT for more than 30 days may result in a statutory claim of lien as allowed by Florida Statutes being filed and claimed by PE.

CLIENT understands and assumes responsibility for any and all losses and hardships as a result of cancellation via late or non-payment.

CLIENT shall be responsible for the reimbursement of all legal fees, attorney fees, collection fees, professional assistance fees, and fees relating to employee efforts required to collect unpaid debt owed by CLIENT.

If CLIENT and PE wish to continue relationship, after CLIENT has paid all debt owed, CLIENT and PE may enter into new agreement. PE reserves the right to reject any and all offers from the CLIENT in regards to a continued relationship.

#### **MISCELLANEOUS TERMS**

- 1) This agreement represents the complete agreement between the CLIENT and PE. No representations, promises or other statements outside the text of this Agreement were relied on by either party in entering this contract.
- 2) In the event there is a dispute between the parties, the venue for any such dispute shall lie exclusively in the state court of appropriate jurisdiction in and for Suwannee County, Florida.



- 3) In the event there is a dispute between the parties related to this Agreement, the prevailing party shall pay the other party's reasonable attorney's fees and costs.
- 4) Prior to any cancellation of this Agreement by either party, the cancelling party must make known to the non-cancelling party the reason for the cancellation and give a good faith 10 day cure period to alleviate the reason for cancellation, if possible.

By initialing below, CLIENT is agreeing that they have read through and agree to all terms and conditions as listed in this section.

\_\_\_\_\_  
CLIENT's Initials

\_\_\_\_\_  
Date

**- END OF PROFESSIONAL SERVICES AGREEMENT -**



# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

Renewal of Employee Health Benefits and HSA contributions for employees electing BlueOptions Plan 03160 employee only coverage.

**Considerations:**

Request to renew Employee Health Benefits, an increase of 5% from previous year, and continue the same HSA contribution of \$162.70/month to employees enrolled in BlueOptions Plan 03160 FY 23/24. There are no changes in the Dental and Vision coverage with Humana, Inc. nor the Life and AD&D and Voluntary Life and AD&D with Standard Insurance Company

**Budget Impact:**

Budgeted item

**Recommendation:**

Insurance Committee recommends approval to renew all coverages and the HSA contribution.

Respectfully submitted,

Dated: August 1, 2023

Greg Scott,  
County Administrator



Suwannee County Board of County Commissioners  
 Renewal Summary | 2023 Plan Year



Coverage	Carrier	Renewal Date	Rate Action
Medical	Florida Blue	10/1/2023	Renewal: 7.68% Increase Negotiated Renewal: 5.00% Increase
Dental	Humana Inc.	10/1/2023	0.00% Increase
Vision	Humana Inc.	10/1/2023	0.00% Increase
Life and AD&D	Standard Insurance Company	10/1/2023	Rate guarantee through 09/30/2024
Voluntary Life and AD&D	Standard Insurance Company	10/1/2023	Rate guarantee through 09/30/2024

Current Premium and Enrollment						
	BlueOptions 03160/61		BlueOptions 03559		BlueCare 60	
Employee	76	\$566.26	109	\$754.80	195	\$767.02
Employee + Spouse	5	\$1,238.62	3	\$1,562.44	3	\$1,587.78
Employee + Child(ren)	8	\$1,015.46	2	\$1,419.06	0	\$1,442.04
Family	3	\$1,712.86	0	\$2,396.50	0	\$2,345.46

County's Current Monthly Cost Per Employee						
	BlueOptions 03160/61		BlueOptions 03559		BlueCare 60	
		\$728.96		\$754.80		\$767.02

\*Employees with employee only coverage on plan 03160 receive \$162.70/mth from County for HSA Contribution

Total Annual Cost to County	\$3,659,777.76					
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Renewal Premium and Current Enrollment						
	BlueOptions 03160/61		BlueOptions 03559		BlueCare 60	
Employee	76	\$594.58	109	\$792.54	195	\$805.38
Employee + Spouse	5	\$1,300.56	3	\$1,640.56	3	\$1,667.18
Employee + Child(ren)	8	\$1,066.24	2	\$1,490.02	0	\$1,514.14
Family	3	\$1,798.50	0	\$2,516.34	0	\$2,462.74

County's Renewal Monthly Cost Per Employee						
	BlueOptions 03160/61		BlueOptions 03559		BlueCare 60	
		\$757.28		\$792.54		\$805.38

\*Employees with employee only coverage on plan 03160 receive \$162.70/mth from County for HSA Contribution

Total Annual Cost to County	\$3,833,814.72					
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Annual Change	\$174,036.96					
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# SUWANNEE COUNTY

## Planning & Zoning

### Executive Summary LDR 23-04

Objective: Text amendment number LDR 23-04 to amend the text of the Land Development Regulations to Section 4.20.1 by deleting Rural Area of Critical Economic Concern and adding Rural Area of Opportunity. Also adding property contiguous and adjacent to property with the Catalyst Site designation can be zoned to Industrial Catalyst Site "ICS"

Considerations: The application and supporting documentation is a result of trying to expand the boundary of the Catalyst Site. The Catalyst Site term is still located in the Statutes, however the State no longer designates a property a Catalyst Site. And there are no guidelines to expand an existing site. To assist with Economic Development, this amendment will allow properties that are contiguous or adjacent to the original Catalyst Site designation to be included in the Industrial Catalyst Site zoning district.

Recommendation: Adoption of the Ordinance

Respectfully submitted,



Ron Meeks,

Development Services Director

**SUWANNEE COUNTY**  
**LAND DEVELOPMENT REGULATIONS AMENDMENT**  
**APPLICATION**

Name of Applicant(s): Suwannee County \_\_\_\_\_

Address: 224 Pine Avenue \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32064 \_\_\_\_\_

Telephone: 386-364-3401 \_\_\_\_\_

Name of Applicant's Agent (if applicable): Ronald Meeks \_\_\_\_\_

Address: 224 Pine Avenue \_\_\_\_\_

City, State, Zip Code: Live Oak, FL 32064 \_\_\_\_\_

Telephone: 386-364-3401 \_\_\_\_\_

Please complete the following for proposed amendments to the Official Zoning Atlas.  
For amendments to the text of the Land Development Regulations, which do not require an  
Official Zoning Atlas amendment, please omit responses to Part I and complete Part II of this  
Application.

---

**PART I**

Legal Description: N/A

Total acreage of land to be considered under this amendment: \_\_\_\_\_

Present Use: \_\_\_\_\_

(commercial, industrial, residential, agricultural, vacant, etc.)

Zoning District:

Present: \_\_\_\_\_

Requested: \_\_\_\_\_

Future Land Use Plan Map Category: \_\_\_\_\_

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

PART II

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

SEE ATTACHED

APPLICATION FOR AMENDMENT  
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

\_\_\_\_\_ was made with respect to these premises, Application No.

X  was not made with respect to these premises.

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

If title holder(s) are represented by an agent, a letter of such designation from the title holder(s) addressed to the Land Development Regulations Administrator must be attached.

Ronald Meeks

Applicant/Agent Name (Type or Print Name)

[Signature]

Applicant/Agent Signature

6-2-23

Date

FOR OFFICE USE ONLY

Date Filed: \_\_\_\_\_

Application No: \_\_\_\_\_

Fee Amount: \_\_\_\_\_

Receipt No. \_\_\_\_\_

Date of Planning and Zoning Board Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date of Local Planning Agency Public Hearing: \_\_\_\_\_

Date notice published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date(s) of Board of County Commissioners Public Hearing(s): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Date(s) notice published: (1) \_\_\_\_\_ (2) \_\_\_\_\_

Newspaper: \_\_\_\_\_

Date Notice of Enactment of Ordinance published: \_\_\_\_\_

Newspaper: \_\_\_\_\_

Board of County Commissioners decision: \_\_\_\_\_

(Granted/Denied)

**Proposed changes with LDR 23-04 text amendment**

4.20.1 DISTRICTS AND INTENT

The "ICS" district is intended to accommodate heavy and light industrial uses such as, but not limited to, manufacturing, processing, warehousing, wholesaling, and distribution. This zoning district shall be restricted only to property located within the ~~Rural Area of Critical Economic Concern~~ Rural Area of Opportunity Catalyst Site as designated by the Governor, or lands that are contiguous or adjacent to property with such designation.

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 23-04, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 4.20.1 ENTITLED DISTRICTS AND INTENT FOR "ICS" BY ADDING EXCEPT WHERE A LOT HAS BEEN REDUCED IN SIZE SOLELY BECAUSE OF A DELETING RURAL AREA OF CRITICAL ECONOMIC CONCERN AND ADDING RURAL AREA OF OPORTUNITY AND ADDING OR LANDS WHICH ARE CONTIGUOUS OR ADJACENT TO PROPERTY WITH SUCH DESIGNATION; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning and Zoning Board of Suwannee County, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of Suwannee County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required a public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, pursuant to Section 125.01, Florida Statutes, as amended, the Board of County Commissioners, held the required public hearings, with public notice having been provided, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment;

WHEREAS, the Board of County Commissioners has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations, and actions designed to implement the Comprehensive Plan; and



WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 23-04, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 4.20.1 entitled Districts and Intent, is hereby amended to read, as follows:

#### 4.20.1 DISTRICTS AND INTENT

The “ICS” district is intended to accommodate heavy and light industrial uses such as, but not limited to, manufacturing, processing, warehousing, wholesaling, and distribution. This zoning district shall be restricted only to property located within the Rural Area of Opportunity Catalyst Site as designated by the Governor, or lands that are contiguous or adjacent to property with such designation.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Department of State.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this 18th day of July 2023.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 1st day of August 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS  
OF SUWANNEE COUNTY, FLORIDA

---

Barry A. Baker, County Clerk

---

Franklin White, Chairman

# SUWANNEE COUNTY

## Planning & Zoning

Executive Summary SP-23-08-01

Objective: Special Permit application # SP 23-08-01 to construct a 199 feet monopole communication tower and associated equipment has been submitted to the County

Considerations: The application and supporting documentation support the placement of a 199 feet telecommunication tower on the described property. Reliable service is needed in the area. There are no existing towers to co-locate on, thus the need for the new tower.

Recommendation: Approval of the request and adoption of the resolution

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Ron Meeks", is written over the text "Respectfully submitted,".

Ron Meeks,

Development Services Director

APPLICATION FOR  
ZONING SPECIAL PERMIT

c/o Mattaniah S. Jahn, P.A.

Name of Title Holder(s): Dennis C. Martin & Alfred L. Upton

Address: 935 Main St., Suite 4 City, State, Zip: Safety Harbor, FL 34695

Phone Number: 727-773-2221

Agent's Name & Address (if applicable): Mattaniah S. Jahn, Esq.

Mattaniah S. Jahn, P.A. Phone Number: 727-773-2221

935 Main St., Suite 4, Safety Harbor, FL 34695

Please provide the following information:

1. Legal Description: Please see enclosed

\_\_\_\_\_  
\_\_\_\_\_  
Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: Please see enclosed directions.

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: 199' AGL Monopole style communication tower and support framing. please see enclosed project narrative.

4. Has a zoning application been applied for on the subject property in the past? No. If so, please provide the Application No.: \_\_\_\_\_

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: Section 14.11

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS AND ALL INFORMATION PROVIDED IN ANY PAPERS OR PLANS SUBMITTED HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Robert S. Jones      06/28/23  
Signature of Title Holder(s)      Date  
*As Agent.*

FOR OFFICE USE ONLY

Zoning District: \_\_\_\_\_ Land Use Plan Map Category: \_\_\_\_\_

Date Filed: \_\_\_\_\_ Special Permit Request No. \_\_\_\_\_

Fee amount: \$650 \_\_\_\_\_

Date hearing held: \_\_\_\_\_

Action by Board: \_\_\_\_\_

(Granted, Denied, etc.)

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

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

Planning & Zoning Director  
Suwannee County, Florida

Date

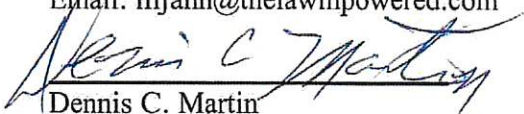
**AGENT OF RECORD LETTER**

We, Dennis C. Martin & Alfred L. Linton, hereby designate and appoint the below listed Agent(s) of Record for any necessary zoning or permitting processes for a communication tower on the property located in Suwannee County, Florida; identified as Parcel ID 02-02S-11E-10961-010260.

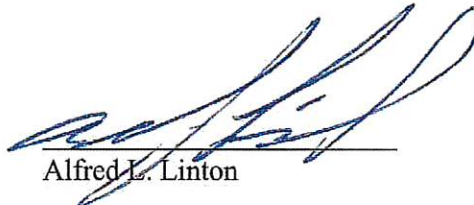
The Agent of Record is vested with the authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. The Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. The Agent of Record has the authority to execute and file any and all necessary sets of plans, applications, or other required paperwork necessary in the zoning or permitting process for the above referenced site.

The authorized Agent(s) of Record is:

Law Office of Mattaniah S. Jahn, P.A.  
Mattaniah S. Jahn, Esquire  
935 Main Street, Suite C4  
Safety Harbor, FL 34695  
Phone: (727)773-2221  
Fax: (727) 773-2616  
Email: mjahn@thelawmpowered.com

  
Dennis C. Martin

6/26/23  
Date


  
Alfred L. Linton

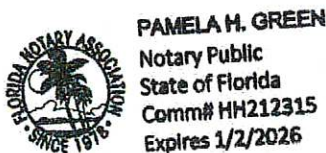
6/23/23  
Date

STATE OF FLORIDA  
COUNTY OF Suwannee

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2023, by Dennis C. Martin & Alfred L. Linton, who are personally known to me or who has produced personally known as identification.

(SEAL)

  
Notary Public  
Pamela H Green  
Printed Name of Notary



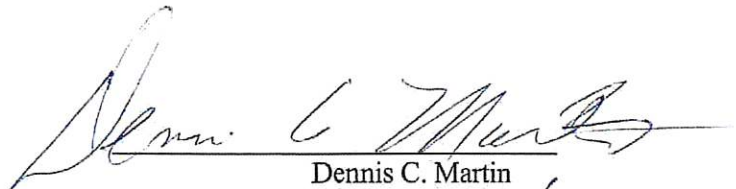
AUTHORIZATION FOR AGENT TO REPRESENT  
OWNER(S) IN ZONING/LAND USE MATTERS

I (We), the undersigned owner(s), do hereby authorize Mattaniah S. Jahn, Esq./Mattaniah S. Jahn, P.A. to act as my (our) agent in any and all zoning/land use requests and to represent us at all zoning/land use hearings pertaining to the following described real estate:

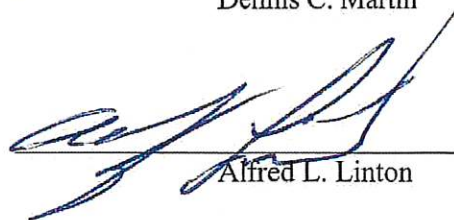
**Suwannee County Parcel ID#: 02-02S-11E-10961-010260**

**LOT 26, REPLAT OF LOTS 26 AND 27, THE ANTLERS SUBDIVISION,  
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN  
PLAT BOOK 1, PAGE 590, PUBLIC RECORDS OF SUWANNEE  
COUNTY, FLORIDA.**

6/26/23  
Date

  
Dennis C. Martin

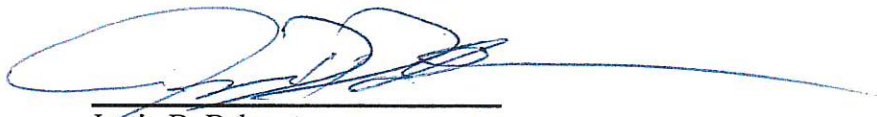
6/23/23 PG  
Date

  
Alfred L. Linton

**AGENT OF RECORD LETTER**

I, Justin Dehnert, as Vice President of 1 Source Towers II LLC. ("1 Source") have the authority to execute this document. 1 Source leases property located in Suwannee County, Florida; identified as Parcel ID 02-02S-11E-10961-010260; and hereby designates and appoints the Law Office of Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire, 935 Main Street, Suite C4, Safety Harbor, FL 34695, Phone 727-773-2221, Facsimile 727-773-2616, Email mjahn@thelawmpowered.com, as the Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in association with the development of a communication facility on the aforementioned property.

The Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. The Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. The Agent of Record has the authority to execute documents relating to any of the above described processes on my behalf.



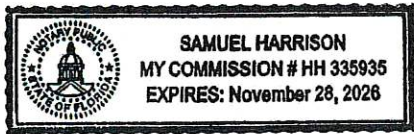
Justin D. Dehnert  
Vice President

5/10/23  
Date

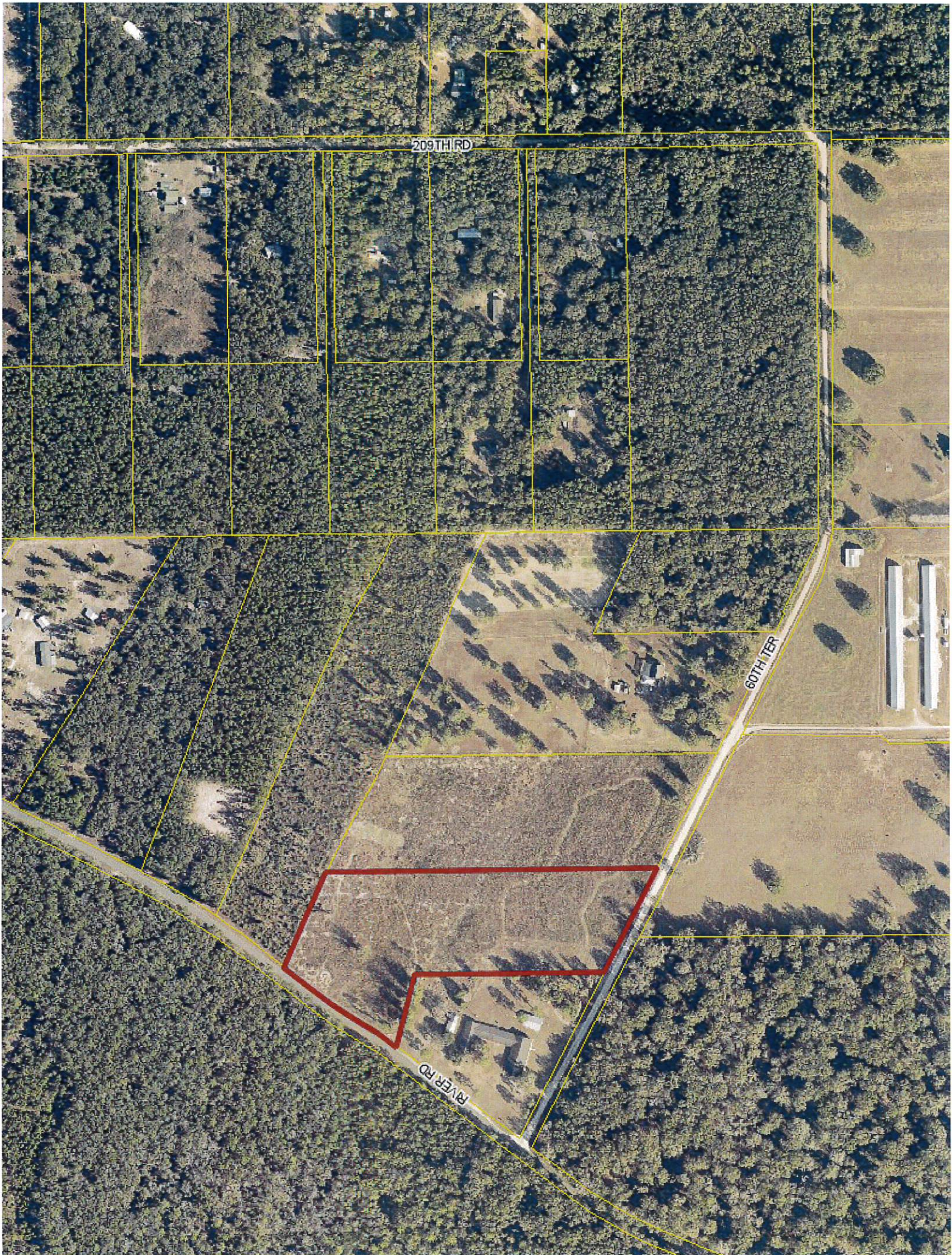
STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of May, 2023, by Justin Dehnert who is personally known to me or who has produced DL D563-424-79-312-0 as identification.

(SEAL)



Samuel Harrison  
Notary Public  
Samuel Harrison  
Printed Name of Notary







935 Main Street, Suite C4  
Safety Harbor, FL 34695  
Telephone: (727) 773-2221  
Facsimile: (727) 773-2616

**SENT VIA UPS OVERNIGHT DELIVERY**

June 29, 2023

Ronald Meeks  
Planning and Zoning Director  
Suwannee County Planning & Zoning Department  
224 Pine Ave., S.W.  
Live Oak, FL 32064  
ronaldm@suwcountyfl.gov

**RE: 1 Source Towers II, LLC. – FL7202 Suwannee River  
Parcel #02-02S-11E-10961-010260  
Special Use Permit Request for 199' AGL Monopole Style Communication Tower**

Dear Mr. Meeks:

On behalf of my client, 1 Source Towers II, LLC ("1 Source") please find the included Special Use Permit application to allow a 199' AGL Monopole style communication tower and support facility on parcel # 02-02S-11E-10961-010260 along with supporting documentation:

- Special Permit Application
- Application Fee Check - \$650.00 (Check #1337)
- Agent of Record Affidavits:
  - Dennis C. Martin & Alfred L. Linton (County and MSJPA)
  - 1 Source Towers II, LLC to Mattaniah S. Jahn (MSJPA)
- Property Card
- Property Appraiser Aerial
- Memorandum of Lease
- Deed
- Title Certification
- Property Card
- Property Card Aerial Photo
- Colocation Affidavit
- FAA DNH extension
- RF Package
  - Statement of Need
  - Search Ring
  - Color Plots before/after showing
    - Tower with cords

- Legal Descriptions – 1 Word Doc
- Directions at the Site
- 2019 911 Call Statistics – Duval County
- Structural Analysis
- Boundary and Topographic Survey
  - 1 signed and sealed set at 11x17
  - 1 signed and sealed set at 24x36
- Site Plan Sets
  - 1 signed and sealed set at 11x17
  - 1 signed and sealed set at 24x36

**Summary of Request**

1 Source respectfully requests a Special Use Permit for parcel #02-02S-11E-10961-010260, to allow the construction of a 199’ AGL Monopole Wireless Facility (“Monopole”) and related fenced compound and power meter/telco rack. Verizon Wireless will be the anchor tenant and located at the top. The 20 Acre parcel is currently vacant land. 1 Source’s leased area consists of 4,900 square feet. The parent parcel currently carries an Agricultural-1 and ESA-2 Future Land Use designation and a zoning designation of ESA-2.

**Applicable Land Development Code:**

**SECTION 14.11 SPECIAL PERMITS FOR ESSENTIAL SERVICES**

Certain uses are essential to providing service to a community and therefore require special permitting.

Essential services are permissible by special permit in any zoning district. Essential services are hereby defined to include and be limited to water, sewer, gas, solid waste disposal, telephone, television, radio, and electrical systems, including sub-stations, lift stations, towers and antennas and pumping, aeration, or treatment facilities necessary for the performance of these services provided, however that:

1. Poles, wires, mains, hydrants, drains, pipes, conduits, telephone booths, school bus shelters, bicycle racks, bus stop benches, newspaper delivery boxes, mail boxes, police or fire call boxes, traffic signals and other similar structures, but not including buildings, are exempt from the definition of essential services. Such structures are permitted by right in any zoning district and are exempt from district setbacks.

**1 Source respectfully proposes to construct an unstaffed 199’ AGL monopole style communication tower for wireless telephone connectivity and respectfully submits that the application is subject to special use review. Please see Sheet C-1, C-3, as well as the enclosed RF package.**

2. For the purpose of these land development regulations, gas and electrical generating plants shall not be considered to be essential services.

**N/A. 1 Source respectfully proposes to construct an unstaffed 199' AGL monopole style communication tower for wireless telephone connectivity and respectfully submits that the application is subject to special use review. Please see Sheet C-1, C-3, as well as the enclosed RF package.**

3. This section shall not be deemed to permit the erection of structures for:
  - a. Commercial activities such as sales or the collection of bills, or
  - b. Service establishment such as radio or television stations or studios in districts from which such activities would be otherwise barred.

**N/A. 1 Source respectfully proposes to construct an unstaffed 199' AGL monopole style communication tower for wireless telephone connectivity and respectfully submits that the application is subject to special use review. Please see Sheet C-1, C-3, as well as the enclosed RF package.**

4. The requirements of this section shall not apply to communication towers which are:

...

The following standards shall apply to all new or expanded communication towers, except as exempted above.

- a. Location: Communication towers are allowed in all zoning districts, including residential districts, when the following requirements are met:
  - (1) Every reasonable effort shall be made to locate the communication tower in a nonresidential zoning district, where feasible, based on engineering and economic considerations;

**N/A. 1 Source respectfully proposes to construct the Monopole on a parcel zoned ESA-2, which is a mitigatory and transient district between environmentally sensitive areas of the county and more heavily developed areas. Please see Sheet C-1.**

- (2) Where the applicant seeks to locate a communication tower in a residential district, the applicant shall demonstrate that no other industrial, commercial or agricultural zoned property is available to the applicant for this intended use;

**N/A. 1 Source respectfully proposes to construct the Monopole on a parcel zoned ESA-2, which is a mitigatory and transient district between environmentally sensitive areas of the county and more heavily developed areas. Please see Sheet C-1.**

- (3) If the proposed location is within a residential district, the proposed location will reasonably minimize the impact of the communication tower due to the height, use or appearance of the adjacent structures or surrounding area;

**N/A. 1 Source respectfully proposes to construct the Monopole on a parcel zoned ESA-2, which is a mitigatory and transient district between environmentally sensitive areas of the county and more heavily developed areas. Please see Sheet C-1.**

- (4) There are no existing building structures located within the area that are reasonably available to the applicant for this intended purpose and serve the applicant's propagation needs. Where existing building structures are located within the area, communication antennas may be attached thereto subject to the following:

- (a) Communication antennas may be located on existing structures with a height of twenty (20) feet or greater, so long as the antennas do not extend more than ten (10) feet above the highest point of the existing structure, and as limited by subsection (c) below;

**There no are structures in the area of sufficient height to meet Verizon's RF objectives. Please see the enclosed RF Package as well as Sheet C-3.**

- (b) Communication antennas may be located on existing structures with a height of less than twenty (20) feet, so long as the antennas do not extend more than five (5) feet above the highest point of the existing structure, and as limited by subsection (c) below;

**There no are structures in the area of sufficient height to meet Verizon's RF objectives. Please see the enclosed RF Package as well as Sheet C-3.**

- (c) Notwithstanding subsection (a) and (b) above, communication antennas, as defined in Section 2.1, shall not be located on single family structures;

**1 Source proposes to locate Verizon's antennas upon a 199' AGL monopole style communication tower. Please see Sheet C-3.**

- (d) Communication antennas to be located on existing structures in public road rights-of-way may only be located in collector, arterial or limited access road rights-of-way;

**1 Source proposes to locate the Monopole upon 02-02S-11E-10961-010260, which is privately owned land. Please see Sheet C-1.**

- (e) No advertising shall be allowed on an antenna;

**Noted. Please see Sheet C-2, signage note, and C-7.**

- (f) No signals, lights, or illumination shall be permitted on an antenna, unless required by any applicable federal, state or local rule, regulation or law;

**The Monopole will be completely dark at night. Please see sheet C-3 as well as the enclosed FAA Determination of No Hazard.**

- (g) Antennas shall comply with all applicable Federal Communications Commission emission standards;

**1 Source will comply.**

- (h) Design, construction, and installation of antennas shall comply with all applicable local building codes; and

**1 Source will comply.**

- (i) Accessory equipment buildings used in conjunction with antennas, if located on the ground, shall comply with the minimum accessory building setback requirements.

**All base equipment shall be located within a fence compound within the parent parcel. The compound will be setback as follows:**

	<b>Required:</b>	<b>Provided:</b>
<b>North:</b>	<b>15'</b>	<b>160'</b>
<b>South:</b>	<b>30'</b>	<b>170'</b>
<b>East:</b>	<b>15'</b>	<b>180'</b>
<b>Northwest:</b>	<b>30'</b>	<b>198'</b>

**Therefore, the equipment compound will exceed the required setbacks. Please see Sheet C-1.**

- (5) No other existing communication tower meeting the applicant's needs is located within the area is reasonably available to the applicant for purposes of co-location. Further, owners of communication towers must provide access and space for government-owned antennas where possible on a basis not less favorable than is required for private co-location; and

**There are no existing towers in the area that can meet Verizon's RF objectives. Please see the enclosed RF Package.**

- (6) The proposed height of the communication tower is the minimum necessary by the applicant to satisfy the applicant's communications system needs at the location.

**Verizon will be located at the top of the Monopole, as such, the Monopole is the minimum height necessary to meet Verizon's RF objectives. Please see Sheet C-3 as well the enclosed RF Package.**

- b. Design and Construction: The following criteria shall apply to the design and construction of communication towers:
- (1) All other applicable permits must be obtained, including Federal Communication Commission and County building permit approvals before construction. All tower facilities shall comply or exceed current standards and regulations of the Federal Aviation Administration, the Federal Communications Commission and any other agency of the federal or state government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owner(s) shall bring such tower or antennas into compliance with such revised standards and regulations to the extent required by such governmental agency;

**1 Source will comply.**

- (2) All communications towers shall be designed and constructed to Electronic Industries Association/Telecommunications Industries Association 222-E Standards or greater (at the option of the applicant) as published by the Electronic Industries Association, as may be amended from time to time. Communication tower owners shall be responsible for periodic inspections of such towers at least every two years to ensure structural integrity. Such inspections shall be conducted by a structural engineer with a current license issued by the State of Florida. The results of the inspection shall be provided in writing to the Land Development Regulation Administrator upon request;

**The Monopole will comply. Please see Sheet T-1, Applicable Codes box.**

- (3) All towers shall be designed and constructed so that in the event of collapse or failure the tower structure will fall completely within the parcel or property where the tower is located. However, the applicant may apply for a waiver of this restriction upon showing of need and adequate safety of surrounding property;

**The Monopole will be designed to collapse within the parent parcel. Please see sheet C-1 and C-2 of the enclosed Site Plan.**

- (4) All communication tower supports and peripheral anchors shall be located within the parcel or property where the tower is located;

**N/A. 1 Source respectfully proposes to construct a monopole style communication tower with no anchors or guide wires.**

- (5) Communication towers shall be marked and lighted as required by Federal Aviation Administration, or other state or federal agency of competent jurisdiction;

**The Monopole will be completely dark at night. Please see the enclosed FAA Determination of No Hazard.**

- (6) All accessory buildings or structures shall comply with other applicable provisions of the land development regulations;

**1 Source will comply.**

- (7) Setbacks for communication tower accessory buildings and structures shall comply with those required for the zoning district in which the tower is located. The Board of County Commissioners may reduce this setback by fifty percent (50%) to allow placement of an additional equipment building or permitted accessory structure to encourage co- location/shared use of tower structures. Setbacks will be measured as provided within these land development regulations. However, no communication tower shall be sited within a distance equal to or less than the height of the communication tower from the property line of properties zoned for single or multiple family residence, or any established permitted use for group living facility, school or hospital;

**1 Source will comply. The tower will be setback as follows:**

	<b>Required:</b>	<b>Provided:</b>
<b>North:</b>	<b>199'</b>	<b>199'</b>
<b>South:</b>	<b>199'</b>	<b>199'</b>
<b>East:</b>	<b>199'</b>	<b>227'</b>
<b>Northwest:</b>	<b>199'</b>	<b>231'</b>

**Additionally, the compound will be setback as follows:**

	<b>Required:</b>	<b>Provided:</b>
<b>North:</b>	<b>15'</b>	<b>160'</b>
<b>South:</b>	<b>30'</b>	<b>170'</b>
<b>East:</b>	<b>15'</b>	<b>180'</b>
<b>Northwest:</b>	<b>30'</b>	<b>198'</b>

**Therefore, the Monopole and its equipment compound will meet or exceed the required setbacks. Please see Sheet C-1.**

- (8) Communication towers and antennas shall be lighted with dual red and white lightening. No white lighting or strobe lighting shall be permitted after sunset or before sunrise;

**The Monopole will be completely dark at night. Please see sheet C-3 as well as the enclosed FAA Determination of No Hazard.**

- (9) The perimeter base of all communication towers must be enclosed within a security fence no less than eight (8) feet in height with access secured by a locked gate; and

**1 Source respectfully requests to enclose the Monopole's equipment compound with a 6' chain link fence, however, 1 Source will provide an 8' tall fence if requested by staff. Please see sheets C-2, C-3, and C-6.**

- (10) All communication tower facilities shall be identified by use of a metal plate or other conspicuous marking giving the name, address and telephone number of the communication tower owner and lessee if different from the owner and operator. Such identification shall also include the telephone number of a contact person.

**1 Source will comply. Please see Sheets C-6 and C-7.**

Communication towers or antennas existing on the effective date of these regulations that are damaged or destroyed may be rebuilt and all such towers or antennas may be modified or replaced; provided the type, height and location of the tower on-site shall be of the same type, intensity (or lesser height or intensity e.g., a monopole in substitution for a lattice tower) as the original facility approved. Building permits to rebuild any such tower shall otherwise comply with the applicable County building code requirements together with the design and construction criteria required herein, and shall be obtained within one (1) year from the date the tower is damaged or destroyed. If no permit is obtained or said permits expires, the communication tower shall be deemed abandoned as specified in this section.

**Noted.**

Any communication tower or antenna found not to be in compliance with code standards, or found to constitute a danger to persons or property, upon notice to the owner of the communications facility, such tower or antenna shall be brought into compliance or removed within ninety (90) days. In the event the use of any communication tower has been discontinued for a period of one

(1) year, the tower shall be deemed to be abandoned. Determination of the date of abandonment shall be made by the Land Development Regulation Administrator who shall have the right to request documentation and/or affidavits from the communication tower owner/operator regarding the issue of tower usage. Upon such



abandonment, the owner/operator of the tower shall have an additional ninety (90) days within which to:

1. Reactivate the use of the tower or transfer the tower to another owner/operator who makes actual use of the tower; or
2. Dismantle and remove the tower.

At the earlier of one (1) year from the date of abandonment without reactivation or upon completion of dismantling and removal, any special permit and/or variance approval for the tower shall automatically expire.

The procedure in connection with the application and granting of special permits for essential services shall generally conform to that outlined herein; provided, however, that the criteria for the granting of a special permit for essential services shall be limited to a showing of the need for such services in the requested location, that it is in the public interest that such special permit be granted, and in compliance with the other provisions heretofore set out in this section.

**Noted. Please see Sheet C-2, Abandonment Note.**

Meeting the requirement of this section shall not excuse the applicant from otherwise complying with the Comprehensive Plan and these land development regulations. The Board of County Commissioners shall have the right and authority to waive certain requirements of this section where it is found that a literal application or enforcement of this section would result in practicable difficulty or unnecessary hardship and relief granted would not be contrary to the public interest or intent of this section. As a minimum, any request for such waiver shall meet the criteria for a variance as specified herein.

**Noted, 1 Source is not requesting any waivers or variances from the Land Development Regulations. Please see the enclosed Site Plan Set.**

In addition, an application for a special permit for any communication tower or use of an alternative tower structure shall be made to the Land Development Regulation Administrator. Incomplete applications shall not be considered. A complete application shall contain the following items:

- a. Inventory of existing communication towers owned/operated by applicant in the County. Each applicant for a tower site shall provide the County with an inventory of its existing communication towers that are either within the jurisdiction of County or within one-half (1/2) mile of the border thereof, including specific location, height and design of each tower. The County staff may share such information with applicants seeking to locate communication towers within County;

**1 Source does not own any other towers in the County or within ½ mile of its borders. Please see the enclosed RF Package.**

- b. Description of area of service for the communication tower identifying the use of the tower or antenna for coverage or capacity;

**Verizon is respectfully the Monopole in order to provide coverage to the area in and around the intersection River Road and 60<sup>th</sup> Terrace. Please see the enclosed RF Package.**

- c. If required, photographic simulations of the proposed telecommunications facilities illustrating the potential visual impact;

**1 Source will provide photographic simulations if required to do so by the County.**

- d. Site plan or plans to scale specifying the location of towers(s), guy anchors (if any), accessory buildings or uses, access, parking, fences, landscaped areas and adjacent land use;

**Please see the enclosed Site Plan Set.**

- e. Show legal description of the parent tract and leased parcel (if applicable). The location of the proposed communication tower in digital format compatible with the geographic information system of the County, if the County has such system or similar system in place at the time. Certification by a Florida licensed land surveyor of the mean sea level elevation and topography;

**Please see the enclosed Survey and legal descriptions.**

- f. Utilities inventory indicating the location of all water, sewer, drainage and power lines impacting the proposed tower site;

**The Monopole will be unstaffed and will only require power and telco connections. Please see Sheets E-1 through E-5.**

- g. Report from a professional structural engineer, licensed in the State of Florida documenting the following:
  - (1) Tower height and design, including technical engineering, and other pertinent factors governing the proposed tower design. A cross-section of the tower structure shall be included;
  - (2) Total anticipated capacity of the structure, including number and types of antennas which can be accommodated; and

- (3) Failure characteristics of the tower and demonstration that the site and setbacks are of adequate size to contain possible debris

**The Monopole will be 199' tall and designed to support up to 4 carriers. In the unlikely event of structural failure, the Monopole will be contained within the parent parcel. Please see the enclosed signed and sealed site plan set.**

- h. Written statement from the Federal Aviation Administration, the Federal Communication Commission and any appropriate state review authority stating that the proposed tower site complies with regulations administered by that agency or that the tower is exempt from such regulations;

**Please see the enclosed FAA Determination of No Hazard.**

- i. Letter of intent to lease excess space on the tower structure and to lease additional excess land on the tower site under the shared use potential of the tower is absorbed, where feasible, and subject to reasonable terms. The term "where feasible", as it applies to co-location, means the utilization of tower by another party which would, at the time of such utilization, comply with sound engineering principles, would not materially degrade or impair utilization of the communication tower by existing users, would not unduly burden the tower structurally, and would not otherwise materially and adversely impact existing users. Reasonable terms for use of a communication tower and tower site that may be imposed by the owner include requirement for a reasonable rent or fees, taking into consideration the capitalized cost of the communication tower and land, rental and other charges payable by the tower owner, the incremental cost of designing and constructing the tower so as to accommodate additional users, increases in maintenance expenses relating to the tower and a fair return on investment, provided such amount is also consistent with rates paid by other co-locators at comparable tower sites;

**Please see the enclosed colocation affidavit.**

- j. Evidence of applicant inability to co-locate on a reasonable basis on an otherwise suitable existing communication tower for the location of proposed antenna;

**Please see the enclosed RF Package.**

- k. Evidence that the communication tower is needed to meet the applicant's propagation requirements; and

**Please see the enclosed RF Package.**

- (1) The applicant shall provide any additional information which may be reasonable as requested by the County within thirty (30) days from application in order to fully evaluate and review the proposed communication tower site and the potential impact of a proposed communication tower and/or antenna

**Noted.**

Findings. Before any special permit shall be granted, the Board of County Commissioners shall make a specific finding that it is empowered under these land development regulations to grant the special permit described in the application, and that the granting of the special permit would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or the general welfare. Before any special permit shall be granted, the Board of County Commissioners shall further make a determination that the specific rules governing the individual special permits, if any, have been met by the applicant and that, further, satisfactory provision and arrangement has been made concerning the following matters, where applicable:

- a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

**The Monopole will be unstaffed, and as such, will require 1 carrier, per trip, per month. The Monopole will be accessed by a gravel driveway from River Road. As such, the Monopole will not impact automotive or pedestrian safety, convenience, or traffic flow. Though ingress and egress for maintenance, fire, and catastrophe will be provided. Please see Sheets C-1 and C-2.**

- b. Offstreet parking and loading areas, where required, with particular attention to the items in (a) above and the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties generally in the district.

**The Monopole will be unstaffed, and as such, will typically generate only one parking space for the monthly technician visits. Parking will be provided in the access drive. Please see Sheet C-2.**

- c. Refuse and service areas, with particular reference to the items in (a) and (b) above.

**The Monopole will be unstaffed, and as such, will not require refuse or service areas. Please see Sheet C-2.**

- d. Utilities, with reference to locations, availability, and compatibility.

**The Monopole will unstaffed, and as such, will only require pwer and telco connections, Please see Sheets C-2, and E-1 - E-5.**

e. Screening and buffering with reference to type, dimensions, and character.

**The Monopole will have a dull grey support pole with no guyed wires or iron works extending out from it. It will be located upon a cleared lot, however, mature vegetation exists upon many lots in the area as the viewer proceeds away from the parent parcel. This tree cover helps buffer the Monopole from most residential uses in the area. Please see Sheet C-1.**

f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.

**The Monopole will only have no trespassing and FCC required placarding. Further, the Monopole will be completely dark at night. Please see Sheets C-3, C-6, C-7.**

g. Required yards and other open space.

**The Monopole and its compound will be setback as follows:**

**The tower setbacks:**

	<b>Required:</b>	<b>Provided:</b>
<b>North:</b>	<b>199'</b>	<b>199'</b>
<b>South:</b>	<b>199'</b>	<b>199'</b>
<b>East:</b>	<b>199'</b>	<b>227'</b>
<b>Northwest:</b>	<b>199'</b>	<b>231'</b>

**The compound setbacks:**

	<b>Required:</b>	<b>Provided:</b>
<b>North:</b>	<b>15'</b>	<b>160'</b>
<b>South:</b>	<b>30'</b>	<b>170'</b>
<b>East:</b>	<b>15'</b>	<b>180'</b>
<b>Northwest:</b>	<b>30'</b>	<b>198'</b>

**Further, the Monopole will only add 650 square feet of impervious area to the parent parcel. Therefore, the Monopole and its equipment compound will meet or exceed the required setbacks and open space requirement. Please see Sheet C-1 and C-2.**

h. Considerations relating to general compatibility with adjacent properties and other property in the district including but not limited to:

(1) Conformity with the County's Comprehensive Plan and the effects upon the County's Comprehensive Plan;

**1 Source respectfully submits that the tower regulations are the implementation of Suwanee County's Comprehensive Plan. The Monopole meets or exceeds all requirements**

of the tower regulations. As such, I Source respectfully submits that the Monopole conforms with the comprehensive plan.

(2) The existing land use pattern;

**The Monopole will support the existing land use patterns through the provision of reliable wireless communications service in this portion of Suwannee County. Please see the enclosed RF Package.**

(3) The impact of the proposed use upon the load on public facilities such as schools, utilities, and streets;

**The Monopole will be unstaffed, and will typically require on trip, per carrier, per month in a pick-up sized vehicle. It will only require power and telco connections. Further, all equipment will be located in a secured, locked compound. As such, will not impact the load on public facilities.**

(4) Changed or changing conditions which find the proposed use to be advantageous to the community and the neighborhood

**Wireless connectivity continues to expand in the U.S. Expanding wireless connectivity is a federal infrastructure priority. As such, I Source respectfully submits that congestion has changed to necessitate reliable wireless service in the area. Nowhere is this clearer than when looking at 911 call statistics. In 2019, over 85% of all 911 calls in Duval County were placed by wireless numbers. This shows that reliable wireless connectivity is no longer a luxury, but a necessity. Please see the enclosed 911 call statistics.**

(5) The impact of the proposed use upon living conditions in the neighborhood

**The Monopole will support the living conditions of the neighborhood by providing reliable wireless connectivity. Nowhere is this clearer than when looking at 911 call statistics. In 2019, over 85% of all 911 calls in Duval county were placed by wireless numbers. This shows that reliable wireless connectivity is no longer a luxury, but a necessity. Please see the enclosed 911 call statistics.**

(6) The impact of the proposed use upon traffic congestion or other public safety matters;

**The Monopole will typically be serviced by no more than one pickup truck sized vehicle per carrier, per month and will, therefore, only create minimal increase in traffic. The Monopole will be located within a locked compound surrounded by a 6' chain link fence and will only need minimal emergency services to support the availability of public services by providing reliable wireless coverage in the area. Please see the enclosed RF Package.**

(7) The impact of the proposed use upon drainage;

**The Monopole will have a minimal footprint and will be located within a compound consisting of gravel, which will process the run-off from the site. Therefore, the Monopole will not adversely affect the drainage of the property. Please see Sheet C-2.**

(8) The impact of the proposed use upon light and air to adjacent areas;

**The Monopole will have a dull grey support pole with no guyed wires or iron works extending out from it. It will be the minimum height necessary to meet Verizon's RF objectives and it will be completely dark at night. Further, the Monopole will not create, dust, noise, odor, or smoke. Please see Sheet C-1.**

(9) The impact of the proposed use upon property values in the adjacent area;

**The Monopole will not negatively affect property values, rather, the contrary is true. Rather, the Monopole will support higher property values by providing reliable wireless connectivity in the area. Wireless connectivity is used in our daily lives from personal, business, educational, and emergency uses. Nowhere is this clearer than when looking at 911 call statistics. In 2019, over 85% of all 911 calls in Duval County were placed by wireless numbers. This shows that reliable wireless connectivity is no longer a luxury, but a necessity. Please see the enclosed 911 call statistics and the enclosed RF Package.**

(10) The impact of the proposed use upon the improvement or redevelopment of adjacent property in accordance with existing regulations; and

**1 Source respectfully submits that the Monopole will support the improvement of adjacent properties in the area for the reasons discussed above.**

(11) The impact of the proposed use with regard to the scale of needs of the neighborhood or the County

**1 Source respectfully submits that the Monopole will solve a significant gap in Verizon's service to the area. Please see the enclosed RF Package.**

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,



Mattaniah S. Jahn, Esq.

MSJ/ama  
enclosures



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2022-ASO-28256-OE

Issued Date: 06/12/2023

Justin D Dehnert  
1 Source Wireless  
1936 Overview Drive  
New Port Richey, FL 34655

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower FL7202D Suwannee River
Location:	Live Oak, FL
Latitude:	30-20-35.00N NAD 83
Longitude:	83-11-23.00W
Heights:	57 feet site elevation (SE) 199 feet above ground level (AGL) 256 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 12/12/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO



**SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.**

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (816) 329-2525, or [natalie.schmalbeck@faa.gov](mailto:natalie.schmalbeck@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-ASO-28256-OE.

**Signature Control No: 543923706-589954755**

( DNE )

Natalie Schmalbeck  
Technician

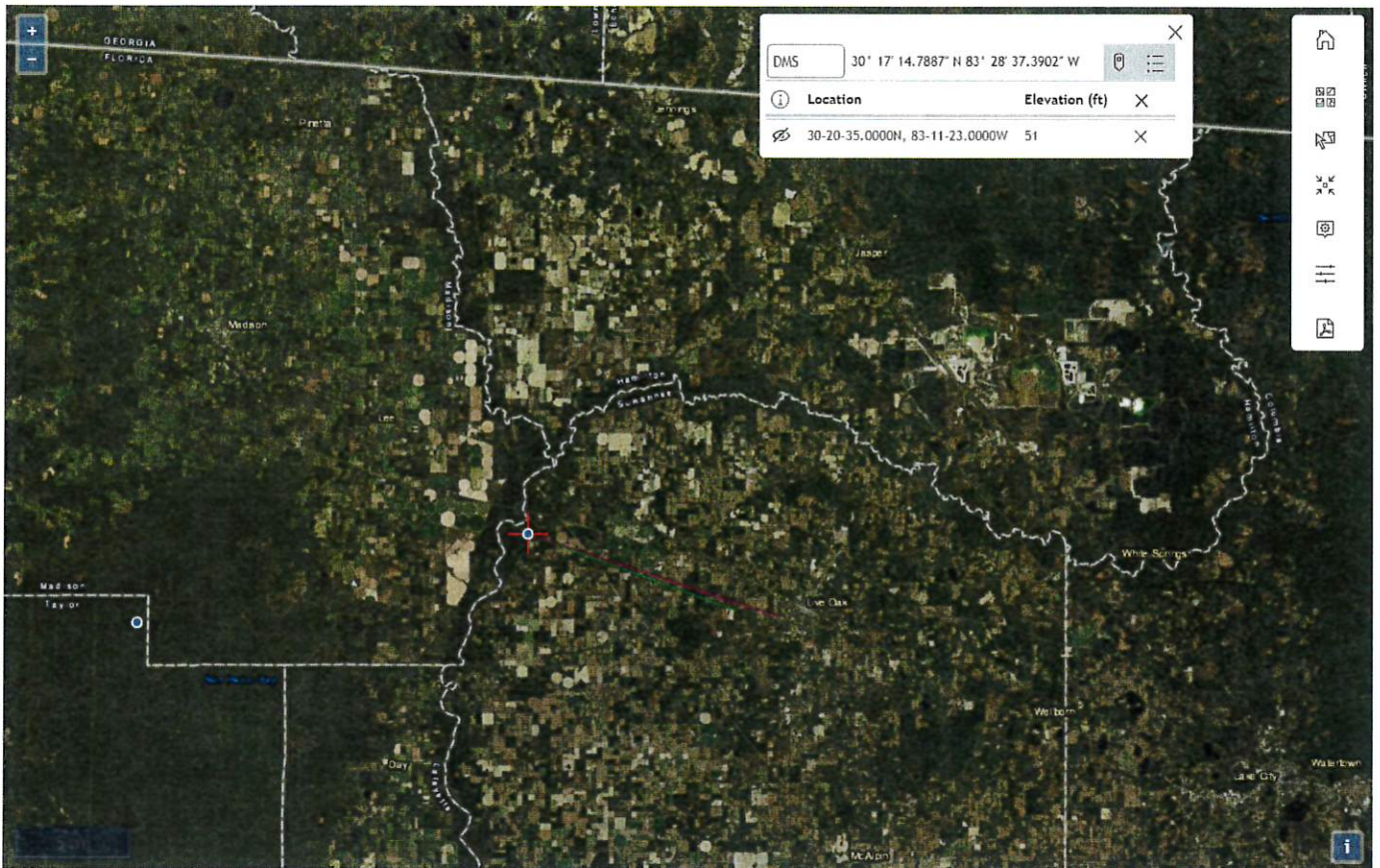
Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

Frequency Data for ASN 2022-ASO-28256-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

Verified Map for ASN 2022-ASO-28256-OE



# **RIVER RD 68TH ST**

**Suwannee, FL**

**Prepared by Verizon Wireless RF Engineering**

**Amit Raut**

**January 26, 2023**

**verizon<sup>v</sup>**

## **Introduction:**

There are two main drivers that prompt the need for a new cell site. One is coverage and the other is capacity.

**Coverage** is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

**Capacity** is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.

## Need Case for: RIVER RD 68TH ST

**Summary:** The existing network along Interstate 10 and River Road and local routes are under capacity limited and Service Improvement limited area with traffic on a daily basis. This area will have an increased risk of data session drops in the foreseeable future. The proposed site will bring significant network improvements to this area along with the surrounding residential developments.

### Detail below:

- Exact capacity data about sites is proprietary and cannot be disclosed due to competitive reasons.
- The existing neighbor cells to the SPECTRASITE DICKERT ,DOWLING PARK and CROWN LEE are forecasted to reach capacity in the near future.
- The new cell site will also provide additional coverage and capacity resources to the residential developments in the areas along Interstate 10 and River Road and local routes . It will take users off of the neighboring sites which will alleviate the capacity constraints on them.
- This new site improve customer experience (faster webpage downloads, fewer drop calls, etc.) in the surrounding areas.
- Without the new site, neighbor sites will reach capacity limits which will negatively impact customer's ability to make/receive calls and use data services in this area.

## Verizon Wireless First Tier Handoff Sites

FCC ASR	TOWER OWNER	Verizon Site Name	Structure Height	Type	LAT	LONG
1209490	American Towers LLC	SPECTRASITE DICKERT	252	Guyed	30.35053	-83.09889
1290111	Advent Christian Village, Inc.	DOWLING PARK	250	Guyed	30.25408	-83.23714
1012537	Crown Castle Towers	CROWN LEE	252	Guyed	30.36947	-83.26725



# Search Ring

## SARF Details

	SARF	ATOLL
ATOLL Market :	JACKSONVILLE	null
SR Name :	RIVER RD 68TH ST	SGFI & CBAND
Granite Locale :	FLORIDA	
Address :	6777 River Rd	
City :	Live Oak	
State :	FLORIDA	
County :	Nothing Selected	
Zipcode :	32060	
Latitude :	30.339007	30.343083
Longitude :	-83.193972	-83.189986
Radius :	0.5	
Centerline(ft.) :	200	
Sectors :	0	
Antenna Type :	Panels	
Antenna Total :	0	
Total RRU-RRH :	0	

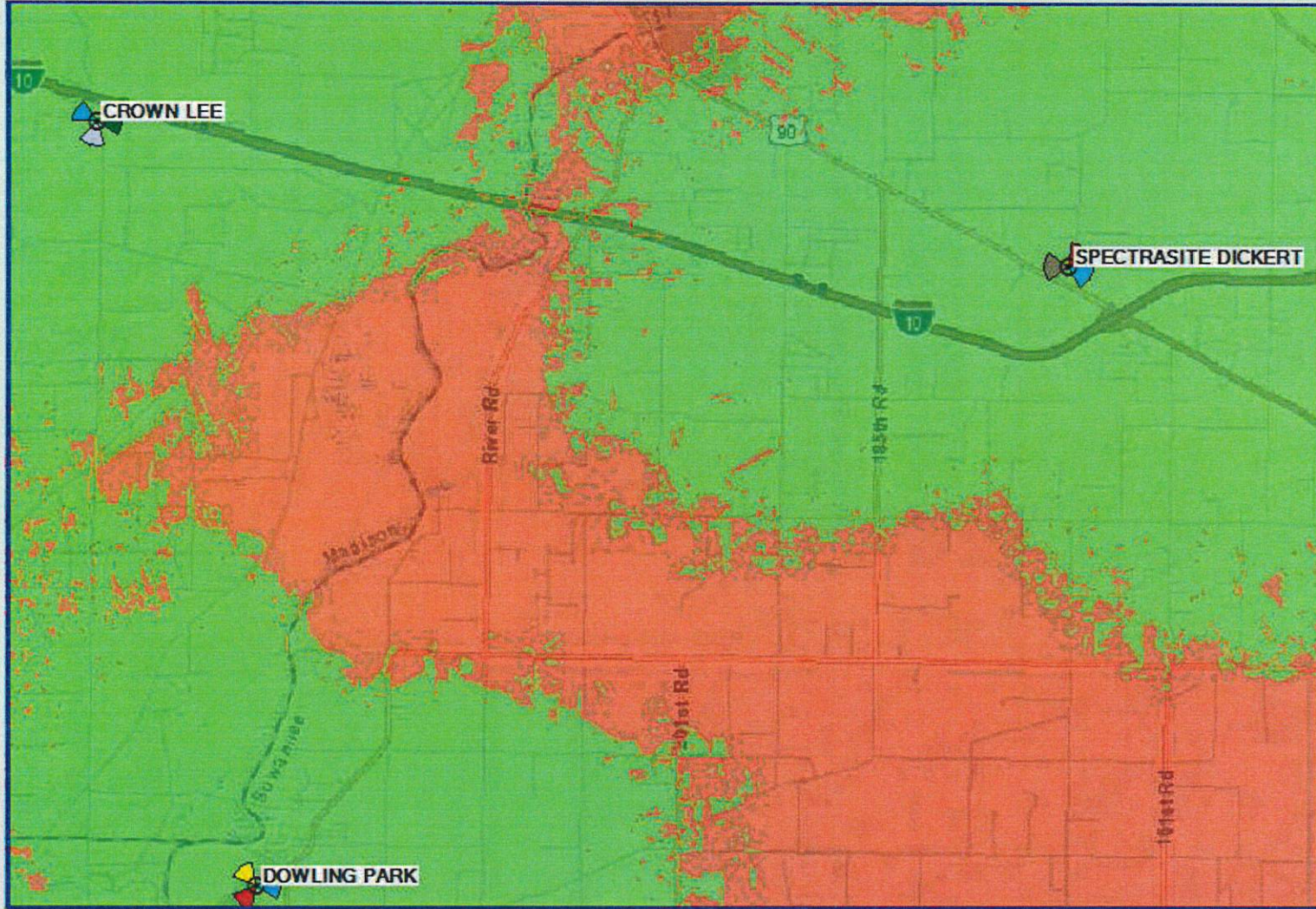




## Verizon Wireless First Tier Handoff Sites



# Current Coverage

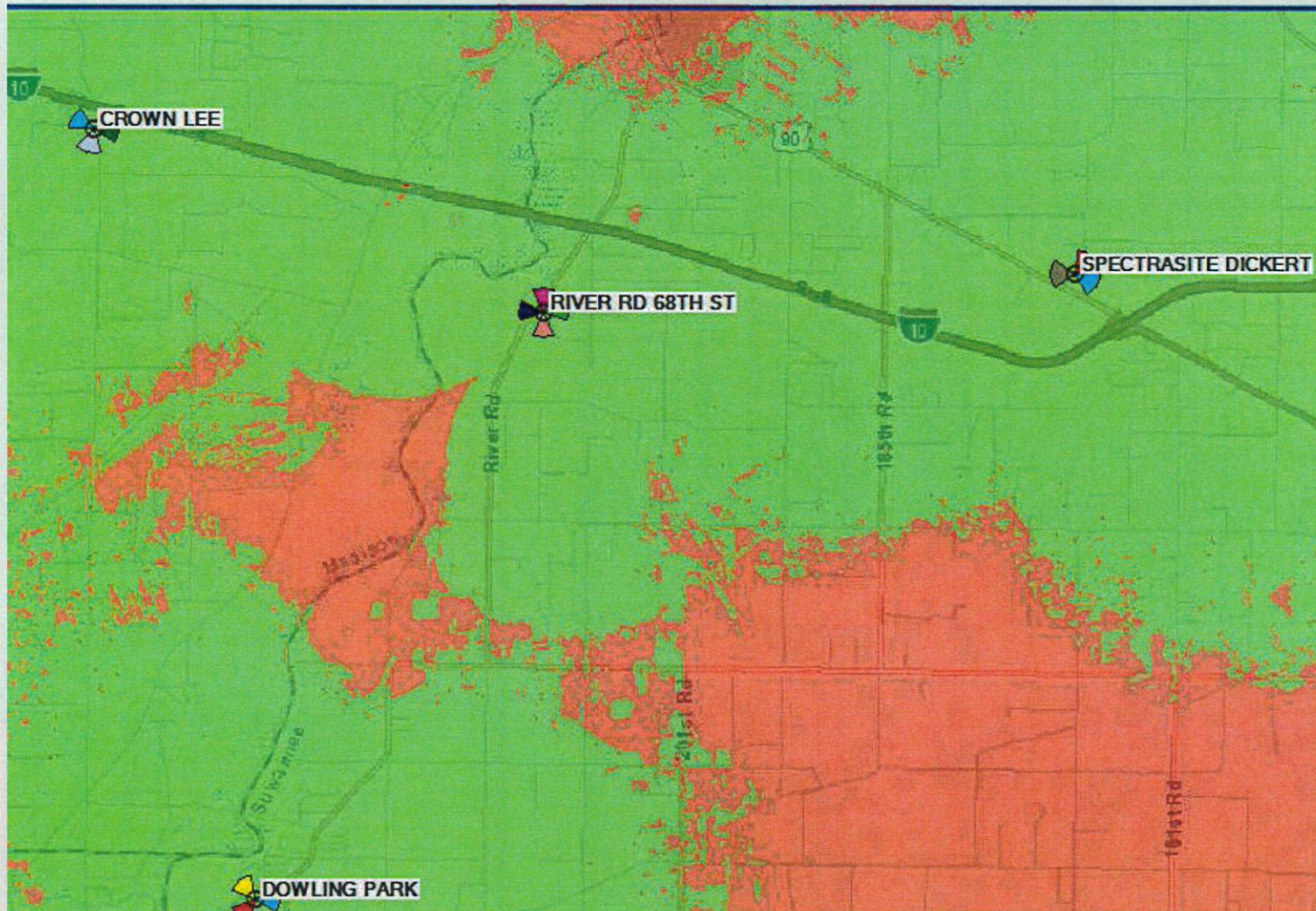


## Coverage Thresholds

- Reliable Service
- Not-Reliable Service



## Future Coverage with proposed site



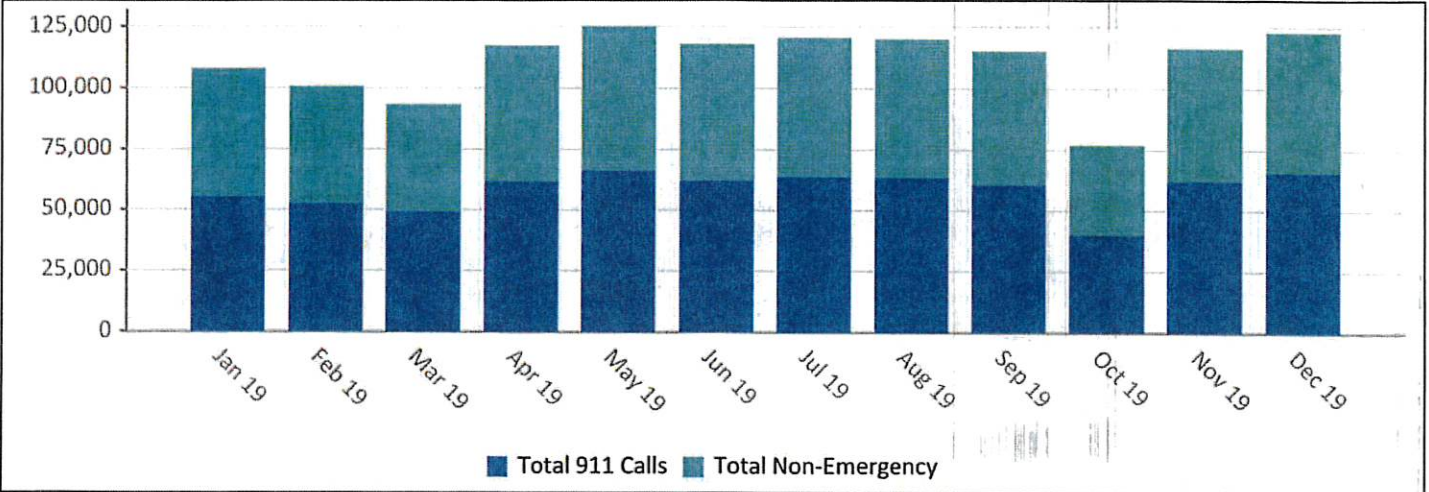
### Coverage Thresholds

- Reliable Service
- Not-Reliable Service

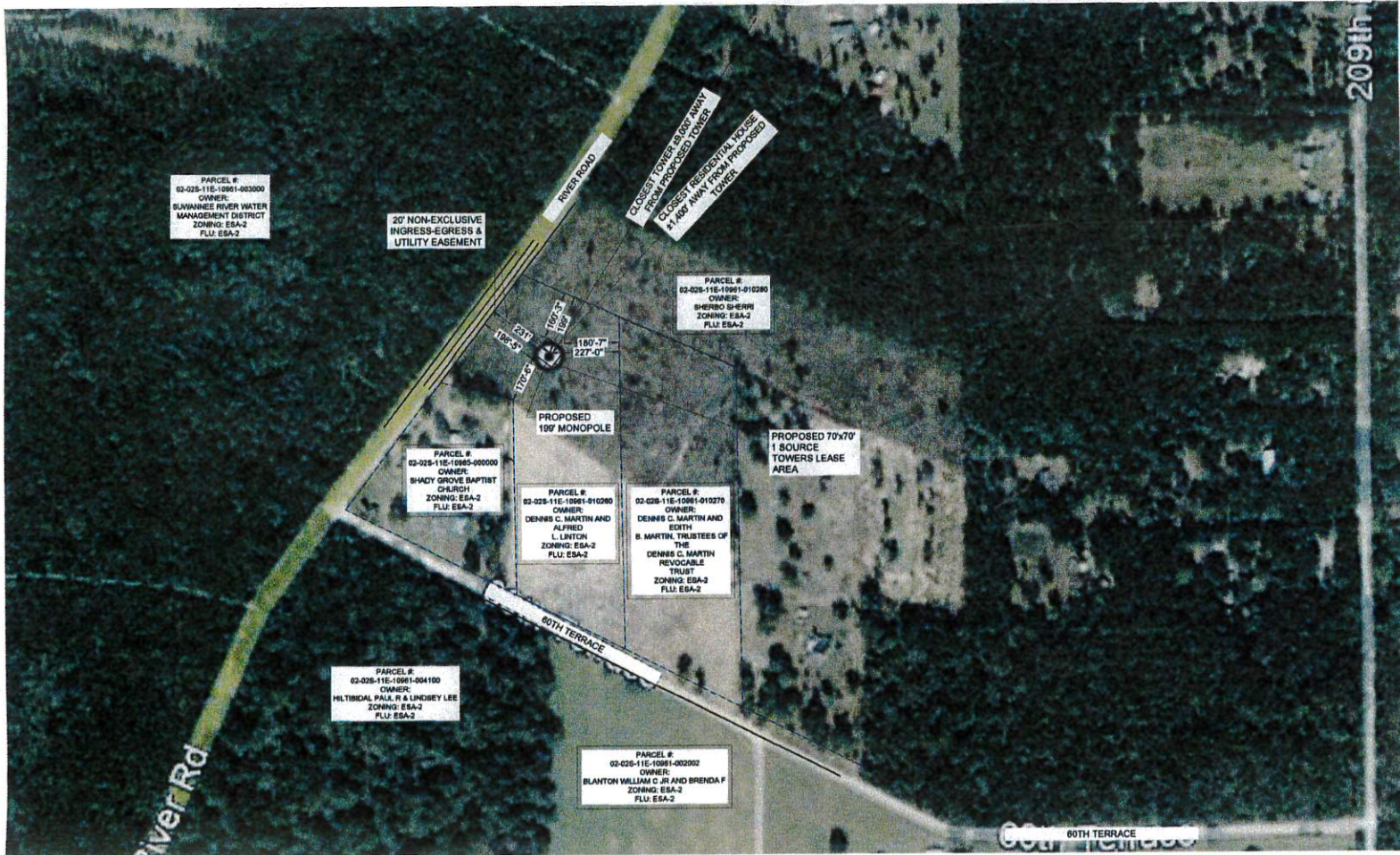
**verizon**<sup>v</sup>

# Call Volume by Month Report

Date Range From <b>01/01/2019 00:00:00</b>	Date Range To <b>12/31/2019 23:59:59</b>	Prepared Date <b>04/27/2020 06:47:47</b>	Prepared By <b>Duckworth, Lisa</b>
ESN <b>All</b>	Domain <b>JSO.PROTECT.com</b>		
Total Abandoned <b>16991</b>	Total 911 Calls <b>702990</b>	Total Non-Emergency <b>633262</b>	Total Calls <b>1336252</b>



Month of	911 Landline	911 Wireless	911 VOIP	911 Unknown	Total 911 Calls	Total Non-Emergency	Total Calls	Total Abandoned
Jan 19	4640	46549	3284	594	55067	53024	108091	1685
Feb 19	4379	44509	3053	565	52506	48353	100859	1455
Mar 19	4107	41642	2653	629	49031	44408	93439	1402
Apr 19	4685	53018	3166	796	61665	55793	117458	1593
May 19	4846	57155	3461	791	66253	58965	125218	1754
Jun 19	4393	53373	3278	1100	62144	56058	118202	1569
Jul 19	4618	54990	3298	866	63772	56958	120730	1498
Aug 19	4751	54764	3364	744	63623	56515	120138	1501
Sep 19	4668	52423	2948	623	60662	54799	115461	1064
Oct 19	3059	34430	2104	457	40050	36948	76998	926
Nov 19	4644	53467	3216	1006	62333	54195	116528	1199
Dec 19	4865	56928	3411	680	65884	57246	123130	1345
<b>Total</b>	<b>53655</b>	<b>603248</b>	<b>37236</b>	<b>8851</b>	<b>702990</b>	<b>633262</b>	<b>1336252</b>	<b>16991</b>



PARCEL #:  
02-025-11E-10961-003000  
OWNER:  
SUWANNEE RIVER WATER  
MANAGEMENT DISTRICT  
ZONING: ESA-2  
FLU: ESA-2

20' NON-EXCLUSIVE  
INGRESS-EGRESS &  
UTILITY EASEMENT

CLOSEST TOWER TO RIVER ROAD  
FROM PROPOSED TOWER  
CLOSEST RESIDENTIAL HOUSE  
TO PROPOSED TOWER  
11,808' AWWA TOWER

PARCEL #:  
02-025-11E-10961-010280  
OWNER:  
SHERBO SHERPI  
ZONING: ESA-2  
FLU: ESA-2

PROPOSED  
100' MONOPOLE

PROPOSED 70'x70'  
1 SOURCE  
TOWERS LEASE  
AREA

PARCEL #:  
02-025-11E-10965-000000  
OWNER:  
SHADY GROVE BAPTIST  
CHURCH  
ZONING: ESA-2  
FLU: ESA-2

PARCEL #:  
02-025-11E-10961-010280  
OWNER:  
DENNIS C. MARTIN AND  
ALFRED  
L. LINTON  
ZONING: ESA-2  
FLU: ESA-2

PARCEL #:  
02-025-11E-10961-010270  
OWNER:  
DENNIS C. MARTIN AND  
EDITH  
B. MARTIN, TRUSTEES OF  
THE  
DENNIS C. MARTIN  
REVOCABLE  
TRUST  
ZONING: ESA-2  
FLU: ESA-2

PARCEL #:  
02-025-11E-10961-004100  
OWNER:  
MULTIBDAL PAUL R & LINDSEY LEE  
ZONING: ESA-2  
FLU: ESA-2

PARCEL #:  
02-025-11E-10961-002002  
OWNER:  
BLANTON WILLIAM C JR AND BRENDA F  
ZONING: ESA-2  
FLU: ESA-2

TOWER SETBACK SEPARATION TABLE

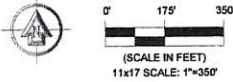
PARENT LINE	REQUIRED DISTANCE TO EDGE OF TOWER	PROPOSED DISTANCE TO EDGE OF TOWER
NORTH	199'-0"	±199'-0"
SOUTH	199'-0"	±199'-0"
EAST	199'-0"	±227'-0"
WEST	199'-0"	±231'-0"

TOWER SETBACKS DIMENSIONS SHOWN HEREON ARE MEASURED PERPENDICULAR TO PARENT TRACK BOUNDARY LINES FROM TOWER EDGE

COMPOUND SETBACK TABLE

PARENT LINE	REQUIRED DISTANCE TO COMPOUND	PROPOSED DISTANCE TO COMPOUND
NORTH	15'-0"	±160'-3"
SOUTH	30'-0"	±170'-6"
EAST	15'-0"	±160'-7"
NORTHWEST	30'-0"	±198'-5"

GRAPHIC SCALE



AERIAL PLAN

FLOOD ZONE INFORMATION

COMMUNITY NUMB.	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120300	104	B	9/28/2007	AE	62.3' NAVD'88

PREPARED BY

6555 N Himes Ave  
Tampa, Florida 33614  
(770) 853-1233

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PROFESSIONAL SEAL

PREPARED FOR

1836 OVERVIEW DRIVE  
NEW PORT RICHEY, FL 34655

PROJECT INFORMATION

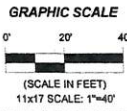
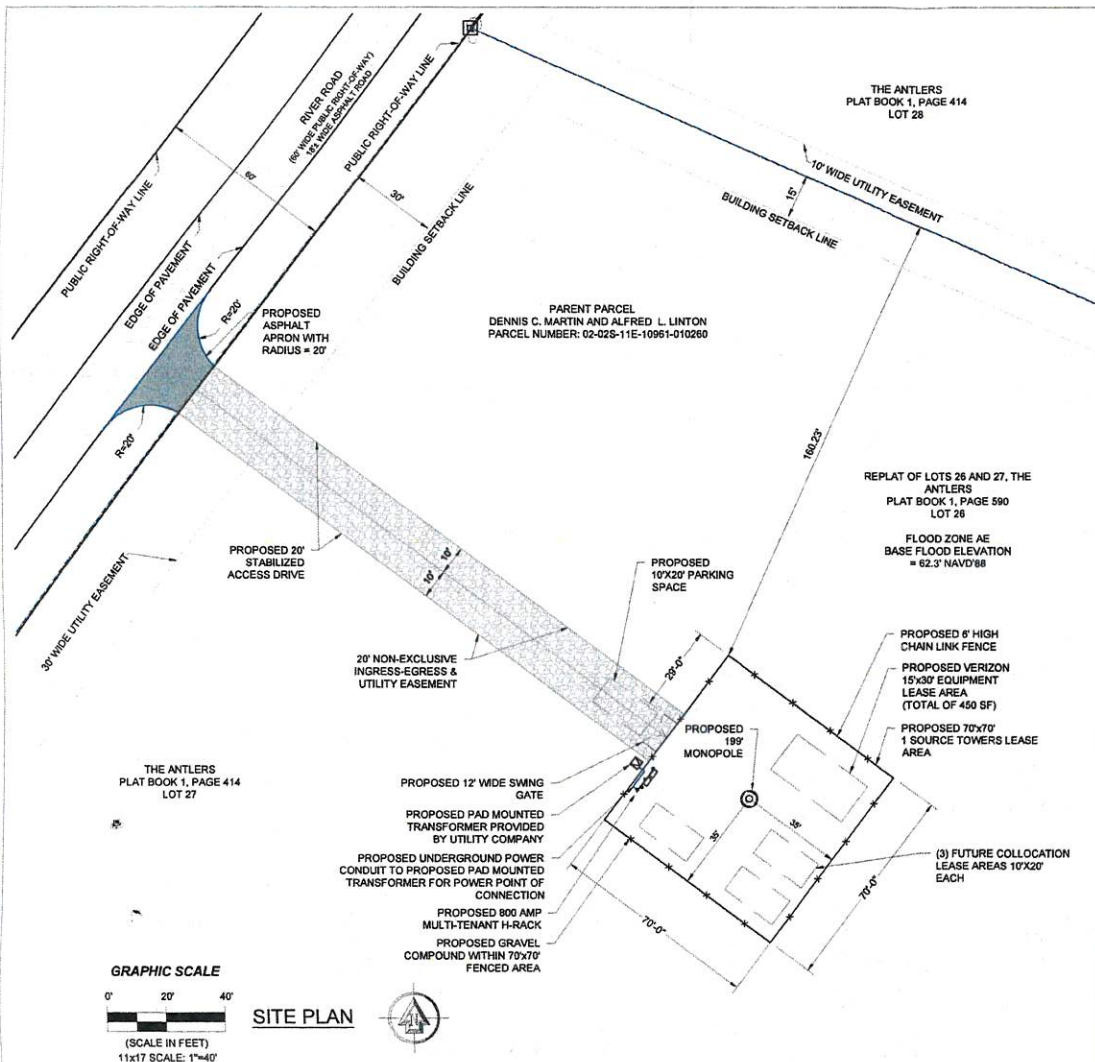
FL7202D  
SUWANNEE RIVER  
RIVER ROAD  
LIVE OAK, FL 32060  
PARCEL ID: 02-025-11E-10961-010280

ISSUED DATES

NO.	FOR PERMIT / CONSTRUCTION	DATE
0	FOR PERMIT / CONSTRUCTION	06.19.20

SHEET NAME  
AERIAL PLAN

SHEET NUMBER  
C-1



**SITE PLAN**



- NOTES:**
1. THIS PLAN IS BASED ON A SURVEY PREPARED BY GEOLINE SURVEYING, INC
  2. FL REGISTERED SURVEYOR #6022.
  3. UNDERGROUND IMPROVEMENTS, SUCH AS FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.
  4. ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE AND OWNER-PROVIDED RESOURCES.
  5. CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGE TO OFFSITE AREAS CAUSED BY CONSTRUCTION, TO ORIGINAL OR BETTER CONDITION.

FLOOD ZONE INFORMATION					
COMMUNITY NUMB.	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120300	104	B	9/28/2007	AE	62.3' NAVD'88

PARENT TRACT SITE DATA:  
SITE AREA: 435,800 SQ.FT (10 ACRES)  
LEASE PARCEL AREA: 4,900 SQ.FT (0.112 ACRES)

COORDINATES AT CENTER OF PROPOSED TOWER  
LATITUDE = 30°20'36.16" (NAD 83)  
LONGITUDE = 83°11'26.05" (NAD 83)

ELEVATION AT CENTER OF LEASE AREA = 59.9' NAVD88

PARCEL ID: 02-025-11E-10961-010260  
ZONING: A-1 (AGRICULTURE)  
USE: VACANT  
FLU: ENVIRONMENTALLY SENSITIVE AREA

**COLLAPSE ZONE:**  
THE TOWER SHALL HAVE A GALVANIZED STEEL FINISH.  
STRUCTURAL DESIGN:  
THE TOWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH EIATIA 222-F STANDARDS.  
BOUNDARY:  
THE TOWER LEASE AREA WILL BE SECURED BY A 6' HIGH CHAIN LINK FENCE.  
SECURITY:  
THE TOWER LEASE AREA WILL BE SECURED BY A 6' HIGH CHAIN LINK FENCE.  
SIGNAGE:  
OWNERSHIP AND EMERGENCY CONTACT SIGNAGE WILL BE PROVIDED AT THE COMPOUND FENCE ON SIGNAGE NOT EXCEEDING 2' SQUARE MOUNTED A MAXIMUM OF 4' ABOVE GRADE. A NON-TRESPASSING AREA SIGNAGE WILL BE PROVIDED AT THE COMPOUND FENCE.  
PARKING REQUIREMENTS:  
THERE WILL BE MINIMAL TECHNICIAN ACCESS TO THE SITE ON A MONTHLY BASIS. ONE PARKING SPACE IS PROVIDED FOR TECHNICIAN PARKING.  
CURRENT IMPERVIOUS/PERVIOUS:  
TOTAL PARCEL: 435,800 SQ.FT (10 ACRES)  
IMPERVIOUS= 0%  
PERVIOUS=100%  
PROPOSED IMPERVIOUS:  
PROPOSED TOWER FOUNDATION: 50 SQ.FT  
FUTURE EQUIPMENT SLAB: 600 SF EQUIPMENT SLABS,  
4 CARRIER @ 150 SF EACH  
TOTAL IMPERVIOUS AREA = 650 SQ.FT  
POST DEVELOPMENT IMPERVIOUS/PERVIOUS:  
TOTAL PARCEL: 435,800 SQ.FT (10 ACRES)  
IMPERVIOUS: 650 SQ.FT (±0.15%)  
PERVIOUS: 434,950 SQ.FT (±99.85%)

**NOTES:**

- SIGNAGE: NO ADVERTISING SHALL BE ALLOWED ON THE ANTENNA
- ABANDONMENT: COMMUNICATION TOWERS OR ANTENNAS EXISTING ON THE EFFECTIVE DATE OF THESE REGULATIONS THAT ARE DAMAGED OR DESTROYED MAY BE REBUILT AND ALL SUCH TOWERS OR ANTENNAS MAY BE MODIFIED OR REPLACED, PROVIDED THE TYPE, HEIGHT AND LOCATION OF THE TOWER ON-SITE SHALL BE OF THE SAME TYPE, INTENSITY (OR LESSER HEIGHT OR INTENSITY E.G., A MONOPOLE IN SUBSTITUTION FOR A LATTICE TOWER) AS THE ORIGINAL FACILITY APPROVED. BUILDING PERMITS TO REBUILD ANY SUCH TOWER SHALL OTHERWISE COMPLY WITH THE APPLICABLE COUNTY BUILDING CODE REQUIREMENTS TOGETHER WITH THE DESIGN AND CONSTRUCTION CRITERIA REQUIRED HEREIN, AND SHALL BE OBTAINED WITHIN ONE (1) YEAR FROM THE DATE THE TOWER IS DAMAGED OR DESTROYED. IF NO PERMIT IS OBTAINED OR SAID PERMIT EXPIRES, THE COMMUNICATION TOWER SHALL BE DEEMED ABANDONED AS SPECIFIED IN THIS SECTION. ANY COMMUNICATION TOWER OR ANTENNA FOUND NOT TO BE IN COMPLIANCE WITH CODE STANDARDS, OR FOUND TO CONSTITUTE A DANGER TO PERSONS OR PROPERTY, UPON NOTICE TO THE OWNER OF THE COMMUNICATIONS FACILITY, SUCH TOWER OR ANTENNA SHALL BE BROUGHT INTO COMPLIANCE OR REMOVED WITHIN NINETY (90) DAYS. IN THE EVENT THE USE OF ANY COMMUNICATION TOWER HAS BEEN DISCONTINUED FOR A PERIOD OF ONE (1) YEAR, THE TOWER SHALL BE DEEMED TO BE ABANDONED. DETERMINATION OF THE DATE OF ABANDONMENT SHALL BE MADE BY THE LAND DEVELOPMENT REGULATION ADMINISTRATOR WHO SHALL HAVE THE RIGHT TO REQUEST DOCUMENTATION AND/OR AFFIDAVITS FROM THE COMMUNICATION TOWER OWNER/OPERATOR REGARDING THE ISSUE OF TOWER USAGE UPON SUCH ABANDONMENT. THE OWNER/OPERATOR OF THE TOWER SHALL HAVE AN ADDITIONAL NINETY (90) DAYS WITHIN WHICH TO:
  1. REACTIVATE THE USE OF THE TOWER OR TRANSFER THE TOWER TO ANOTHER OWNER/OPERATOR WHO MAKES ACTUAL USE OF THE TOWER; OR
  2. DISMANTLE AND REMOVE THE TOWER.
- AT THE EARLIER OF ONE (1) YEAR FROM THE DATE OF ABANDONMENT WITHOUT REACTIVATION OR UPON COMPLETION OF DISMANTLING AND REMOVAL, ANY SPECIAL PERMIT AND/OR VARIANCE APPROVAL FOR THE TOWER SHALL AUTOMATICALLY EXPIRE.
- THE PROCEDURE IN CONNECTION WITH THE APPLICATION AND GRANTING OF SPECIAL PERMITS FOR ESSENTIAL SERVICES SHALL GENERALLY CONFORM TO THAT OUTLINED HEREIN, PROVIDED, HOWEVER, THAT THE CRITERIA FOR THE GRANTING OF A SPECIAL PERMIT FOR ESSENTIAL SERVICES SHALL BE LIMITED TO A SHOWING OF THE NEED FOR SUCH SERVICES IN THE REQUESTED LOCATION, THAT IT IS IN THE PUBLIC INTEREST THAT SUCH SPECIAL PERMIT BE GRANTED, AND IN COMPLIANCE WITH THE OTHER PROVISIONS HEREOF SET OUT IN THIS SECTION.
- MEETING THE REQUIREMENT OF THIS SECTION SHALL NOT EXCUSE THE APPLICANT FROM OTHERWISE COMPLYING WITH THE COMPREHENSIVE PLAN AND THESE LAND DEVELOPMENT REGULATIONS. THE BOARD OF COUNTY COMMISSIONERS SHALL HAVE THE RIGHT AND AUTHORITY TO WAIVE CERTAIN REQUIREMENTS OF THIS SECTION WHERE IT IS FOUND THAT A LITERAL APPLICATION OR ENFORCEMENT OF THIS SECTION WOULD RESULT IN PRACTICABLE DIFFICULTY OR UNNECESSARY HARDSHIP AND RELIEF GRANTED WOULD NOT BE CONTRARY TO THE PUBLIC INTEREST OR INTENT OF THIS SECTION. AS A MINIMUM, ANY REQUEST FOR SUCH WAIVER SHALL MEET THE CRITERIA FOR A VARIANCE AS SPECIFIED HEREIN.

PREPARED BY

**CBVR**  
TELECOM DESIGN GROUP

8525 N VMHES AVE  
TAMPA, FLORIDA 33614  
(770) 853-1233

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PROFESSIONAL SEAL

MARIA VICTORIA MARTIN  
LICENSE  
No. 72397  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

PREPARED FOR

**I-Source**

1836 OVERVIEW DRIVE  
NEWPORT RICHEY, FL 34655

PROJECT INFORMATION

FL7202D  
SUWANNEE RIVER  
RIVER ROAD  
LIVE OAK, FL 32060  
PARCEL ID: 02-025-11E-10961-010260

ISSUED DATES

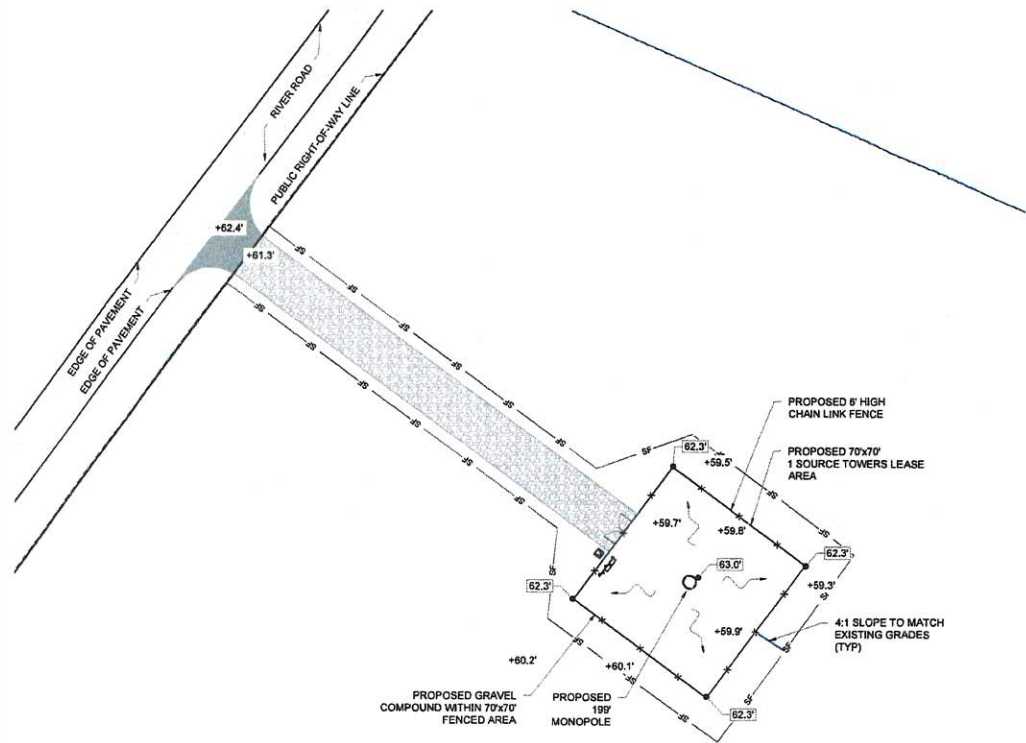
NO.	FOR PERMIT / CONSTRUCTION	DATE
0	FOR PERMIT / CONSTRUCTION	06.19.23

SHEET NAME

**SITE PLAN**

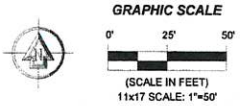
SHEET NUMBER

C-2



LEGEND	
+6.8'	EXISTING SPOT ELEVATION (62.3' NAVD'88)
SF	PROPOSED SILT FENCE
	DIRECTION OF WATER FLOW
8.0'	PROPOSED SPOT ELEVATION

**GRADING & EROSION CONTROL PLAN**



**B.M.P.'s (BEST MANAGEMENT PRACTICES)**

THE PLAN ADDRESSES THE FOLLOWING AREAS:

1. GENERAL EROSION CONTROL.
2. PROTECTION OF SURFACE WATER QUALITY DURING AND AFTER CONSTRUCTION
3. CONTROL OF WIND EROSION.

THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT INDEX #100 AND AS NECESSARY FOR EACH SPECIFIC APPLICATION, INCLUDING ALL REQUIREMENTS OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP), THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE.

**SECTION 1 GENERAL EROSION CONTROL**

- 1.1 GENERAL EROSION CONTROL BMP'S SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION, WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION ACTIVITIES.
- 1.2 CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENT TO STABILIZE THE TEMPORARY GROUND COVER.
- 1.3 SLOPES OF BANKS OF DRY DETENTION AREAS SHALL BE CONSTRUCTED NOT STEEPER THAN 4H:1V FROM TOP OF BANK.
- 1.4 ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 4H:1V SHALL BE SODDED AS SOON AS PRACTICAL AFTER THEIR CONSTRUCTION.
- 1.5 SOD SHALL BE PLACED FOR A 3-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS AS REQUIRED BY PLAN. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
- 1.6 WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A DETENTION AREA OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED. THE TEMPORARY SEDIMENT SUMP SHALL REMAIN IN PLACE UNTIL THE GROUND DRAINING TO THE SUMP IS STABILIZED.

**SECTION 2 PROTECTION OF SURFACE WATER QUALITY DURING & AFTER CONSTRUCTION**

- 2.1 SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.
- 2.2 WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES.
- 2.3 EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:
  - A) IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
  - B) STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION AS SHOWN. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
- 2.4 HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.
- 2.5 SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE BARRIERS.

**SECTION 3 CONTROL OF WIND EROSION**

- 3.1 WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE.
  - A) BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
  - B) AS SOON AS PRACTICAL AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.
  - C) AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE, AS SHOWN, EXCEPT THE MINIMUM HEIGHT SHALL BE 4 FEET.

PREPARED BY

8555 N HAMES AVE  
TAMPA, FLORIDA 33614  
(772) 853-1233

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PROFESSIONAL SEAL

08.19.23

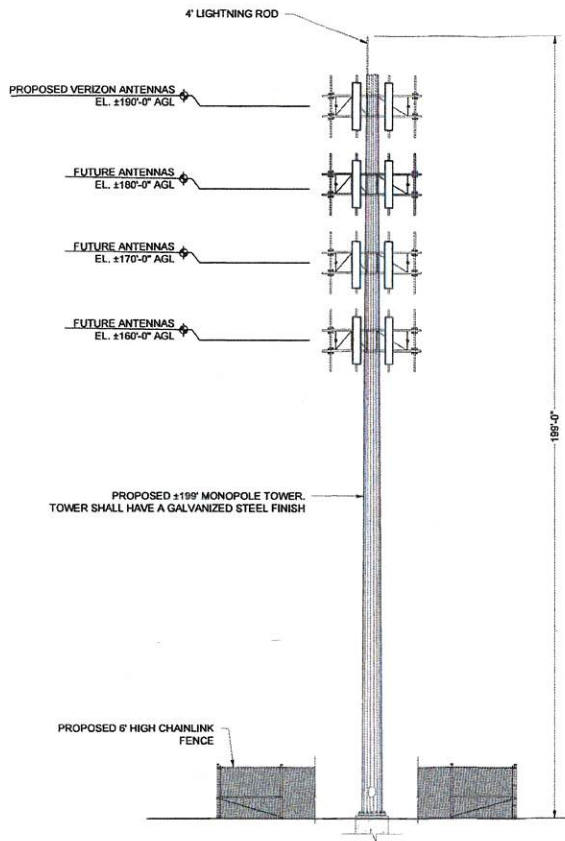
PREPARED FOR

1936 OVERVIEW DRIVE  
NEW PORT RICHEY, FL 34655

PROJECT INFORMATION

FL7202D  
SUWANNEE RIVER  
RIVER ROAD  
LIVE OAK, FL 32060  
PARCEL ID: 02-02S-11E-10961-010260

ISSUED DATES	
D FOR PERMIT / CONSTRUCTION	08.19.23
SHEET NAME	GRADING & EROSION CONTROL PLAN
SHEET NUMBER	C-4



**TOWER ELEVATION**  
NOT TO SCALE

PREPARED BY



8505 N HIMES AVE  
TAMPA, FLORIDA 33614  
(770) 853-1223

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PREPARED FOR



1936 OVERVIEW DRIVE  
NEW PORT RICHEY, FL 34655

PROJECT INFORMATION

FL7202D  
SUWANNEE RIVER  
RIVER ROAD  
LIVE OAK, FL 32060  
PARCEL ID: 02-02S-11E-10961-010260

ISSUED DATES

NO.	DATE	DESCRIPTION
0	06.19.23	FOR PERMIT / CONSTRUCTION

SHEET NAME

TOWER ELEVATION

SHEET NUMBER

C-3



SUWANNEE COUNTY  
RESOLUTION NO. 2023-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, CONCERNING AN APPLICATION FOR A SPECIAL PERMIT FOR AN ESSENTIAL SERVICE, AS AUTHORIZED UNDER SECTION 14.11 OF ORDINANCE 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; GRANTING A SPECIAL PERMIT FOR AN ESSENTIAL SERVICE (199 FEET COMMUNICATIONS TOWER AND ASSOCIATED EQUIPMENT) ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, as amended, entitled Suwannee County Land Development Regulations, hereinafter referred to as the County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida, hereinafter referred to as the Board of County Commissioners, to grant special permits for essential services as authorized under Section 14.11 of the County's Land Development Regulations;

WHEREAS, an application, SP-23-08-01, for a special permit for an essential service (199 feet communications tower and associated equipment), as described below, has been filed with the County;

WHEREAS, pursuant to the County's Land Development Regulations, the Board of County Commissioners held the required public hearing with due public notice having been provided on said application, as described below, for a special permit for said telecommunications tower and associated equipment, and has considered all comments received during said public hearing concerning said application, as described below, for a special permit for said telecommunications tower and unmanned communications facility;

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.11 of the County's Land Development Regulations to grant a special permit for said 199 feet communications tower and associated equipment;

WHEREAS, the Board of County Commissioners has determined and found that:

- a. The need exists for a 199 feet communications tower and associated equipment at this location;
- b. The location of a 199 feet communications tower and associated equipment on the property described below is in the public interest;
- c. The location of the 199 feet communications tower on the property is not within required setbacks of said property line; and
- d. The application for a special permit for a 199 feet communications tower and associated equipment on the property described below is in compliance with the provisions of Section 14.11 of the County's Land Development Regulations.

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

Section 1. Pursuant to an application by Mattaniah S. Jahn Esquire, authorized agent for Dennis Martin and Alfred Linton, to request a special permit for an essential service (199 feet communications tower and associated equipment), as provided for in Section 14.11 of the County's Land Development Regulations on certain lands within the County described as follows:

Lot 26 of the Replat of Lots 26 and 27 The Antlers Subdivision; Suwannee County, FL

The Board of County Commissioners hereby grants a special permit for an essential service (199 feet telecommunications tower and associated equipment) for said property subject to the conditions, if any, listed on Attachment I.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the Board of County Commissioners.

PASSED AND DULY ADOPTED in regular session with a quorum present and voting, by the Board of County Commissioners, this 1st day of August 2023.

BOARD OF COUNTY COMMISSIONERS  
SUWANNEE COUNTY, FLORIDA

Attest:

\_\_\_\_\_  
Franklin White, Chairman

\_\_\_\_\_  
Barry Baker, Clerk

## Attachment I

1. That Suwannee County shall be granted co-location use of the tower, at no charge, for purposes of locating emergency communications equipment, if requested at a minimum height of 90 feet.

## TIME-SPECIFIC ITEM



**At 5:35 p.m.**, or as soon thereafter as the matter can be heard, hold a public hearing to consider a Development Agreement with Project Somoa. (County Attorney Adam Morrison)

# PROCLAMATIONS AND PRESENTATIONS



Greg Bailey, North Florida Professional Services, Inc.

**SUWANNEE COUNTY**

County Attorney  
Executive Summary

Objective:

Need board action on 1) Whether to Redistrict and 2) if the County redistricts which map should the County adopt as its new district lines.

Considerations:

- The BOCC has not taken a formal vote to change its district lines since 1992.
- At the joint workshop between the BOCC and the School Board a consensus seemed that Mr. Spitzer's Alternative 3 be used
- At the joint workshop, members of the BOCC asked that modifications be made to Alternative 3, to add population to District 3 which would increase the percentage of African-American residents of District 2.
- Consistent with the request, Mr. Spitzer has prepared Alternative 3B-1.
  - o The population differential of Alternative 3B-1 is 10.24 points which is above the generally acceptable threshold of 10 points. However, the threshold can be slightly exceeded in the furtherance of other policy goals. Mr. Spitzer has prepared a memorandum explaining that the policy goals of Alternative 3B-1 is the most realistic means of furthering the goals of the Voting Rights Act and complying with the 1985 Court Order, given Suwannee County's demographic changes.
- Attachments to this Summary
  - o Current Map of Suwannee County Districts
  - o Alternative 3
  - o Alternative 3B-1
  - o Kurt Spitzer Memorandum dated July 24, 2023
  - o

Recommendation

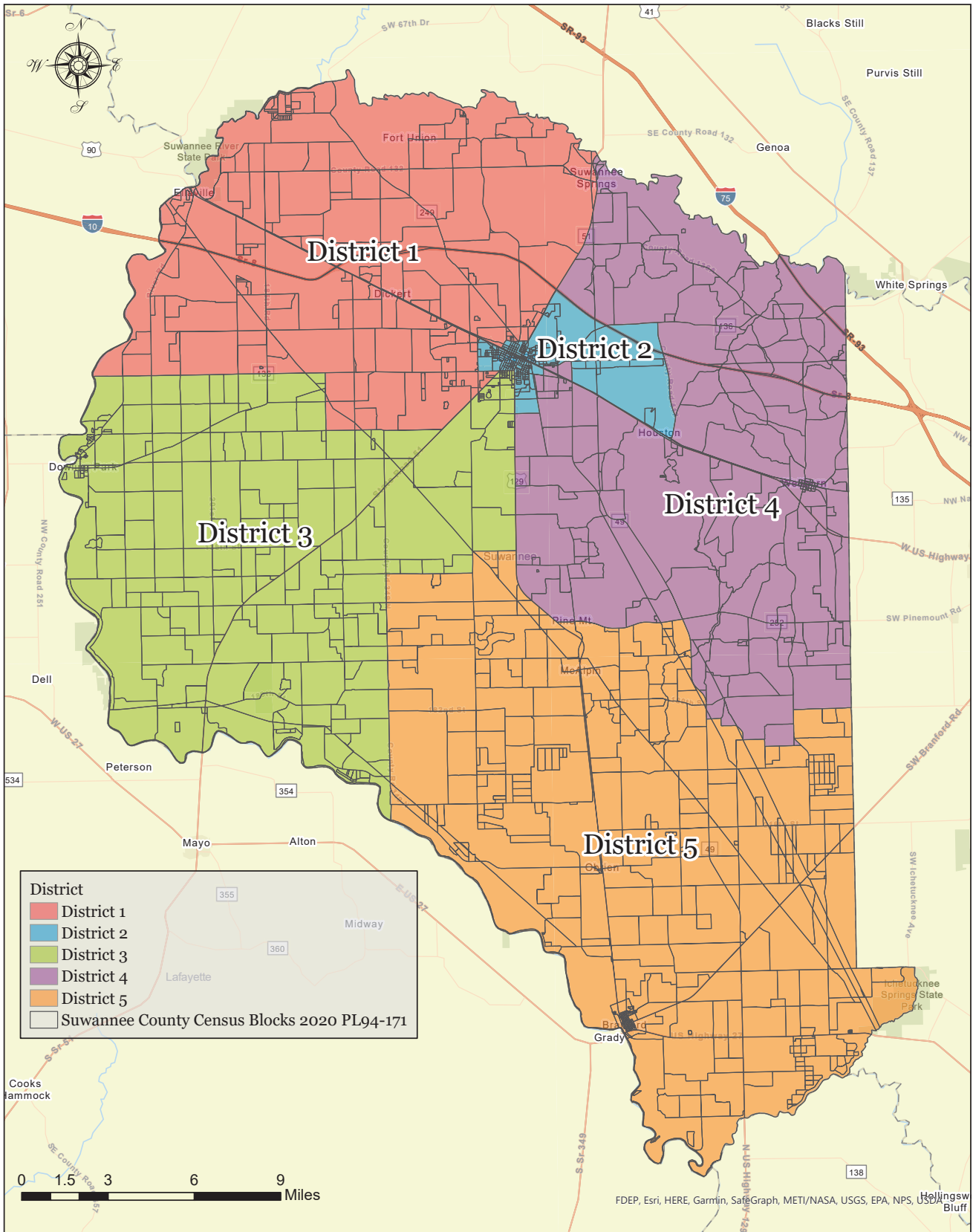
- Vote to redistrict the boundaries of the districts of the Board of County Commissioners.
- Vote on which map should be the new boundaries of the districts.
- If Alternative 3B-1 is selected, vote to adopt the findings of Mr. Spitzer
- Authorize the County Attorney to request boundary descriptions from Mr. Spitzer to prepare a formal ordinance adopting the new boundary lines

Respectfully Submitted,

Adam Morrison  
County Attorney



# Current County Commission Districts 2020 Redistricting Data



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	9398	1099.00	13.2%	7401	79%	862	9%	1135	12%	1110	12%
District 2	8,299.00	5386	-2913.00	-35.1%	2527	47%	1947	36%	912	17%	938	17%
District 3	8,299.00	8055	-244.00	-2.9%	6515	81%	459	6%	1081	13%	987	12%
District 4	8,299.00	7708	-591.00	-7.1%	6203	80%	835	11%	670	9%	537	7%
District 5	8,299.00	10948	2649.00	31.9%	9390	86%	459	4%	1099	10%	975	9%
<b>Totals</b>	<b>41,495</b>	<b>41495</b>	<b>0</b>	<b>0</b>	<b>32036</b>	<b>-</b>	<b>4562</b>	<b>-</b>	<b>4897</b>	<b>-</b>	<b>4547</b>	<b>-</b>

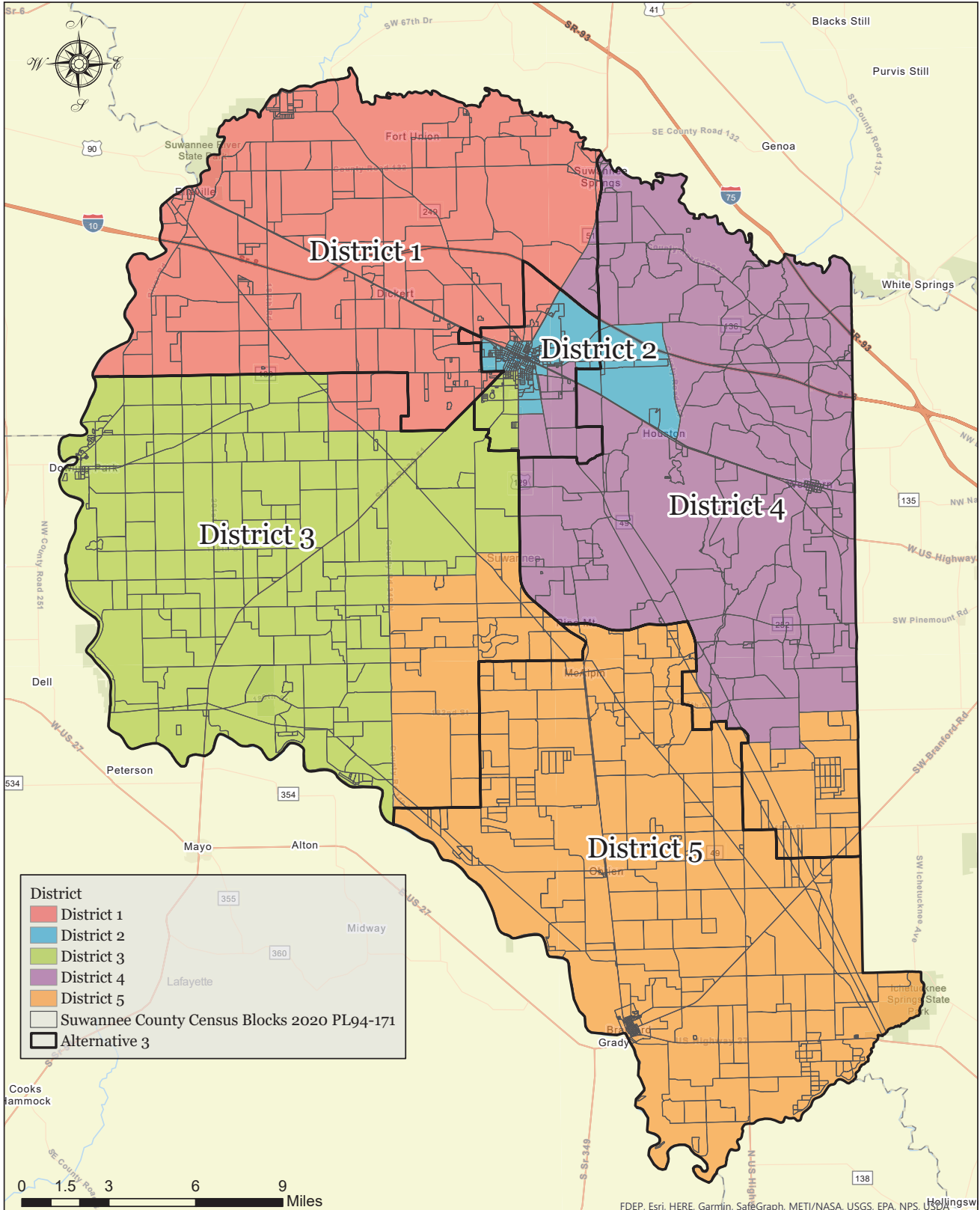
Suwannee County Redistricting

Current Districts												
67.02 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
<b>District 1</b>	8,299.00	9,398	1,099	13.24%	7,401	78.8%	862	9.2%	1,135	12.1%	1,110	11.8%
<i>Voting Age Population</i>		7,203			5,839	81.1%	576	8.0%	788	10.9%	733	10.2%
<b>District 2</b>	8,299.00	5,386	(2,913)	-35.10%	2,527	46.9%	1,947	36.1%	912	16.9%	938	17.4%
<i>Voting Age Population</i>		3,907			1,940	49.7%	1,364	34.9%	603	15.4%	586	15.0%
<b>District 3</b>	8,299.00	8,055	(244)	-2.94%	6,515	80.9%	459	5.7%	1,081	13.4%	987	12.3%
<i>Voting Age Population</i>		6,531			5,444	83.4%	297	4.5%	790	12.1%	677	10.4%
<b>District 4</b>	8,299.00	7,708	(591)	-7.12%	6,203	80.5%	835	10.8%	670	8.7%	537	7.0%
<i>Voting Age Population</i>		6,074			4,945	81.4%	633	10.4%	496	8.2%	358	5.9%
<b>District 5</b>	8,299.00	10,948	2,649	31.92%	9,390	85.8%	459	4.2%	1,099	10.0%	975	8.9%
<i>Voting Age Population</i>		8,585			7,519	87.6%	308	3.6%	758	8.8%	627	7.3%
<b>Totals</b>	<b>41,495</b>	<b>41,495</b>			<b>32,036</b>		<b>4,562</b>		<b>4,897</b>		<b>4,547</b>	
<i>Voting Age Population</i>		32,300			25,687		3,178		3,435		2,981	





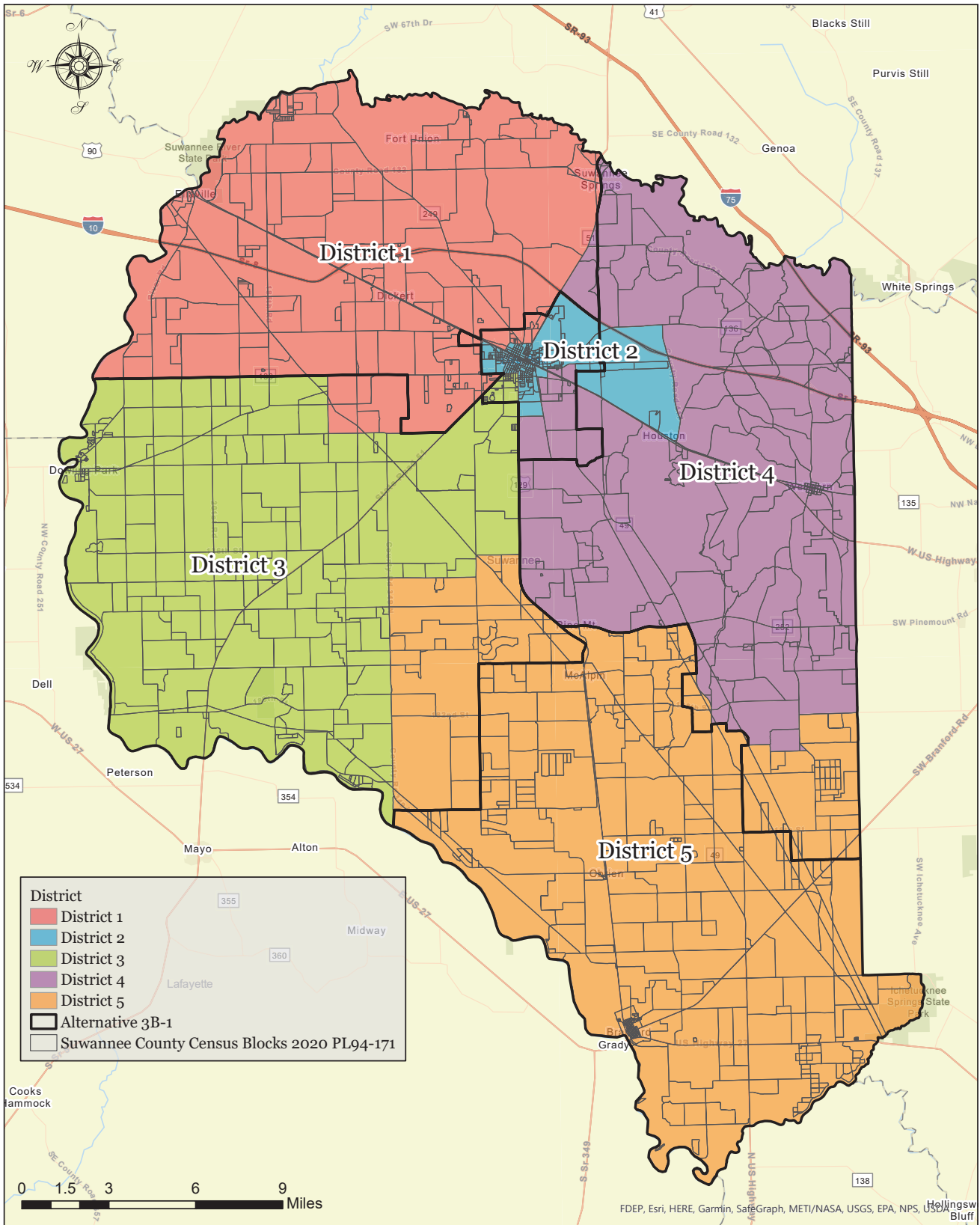
# Alternative 3 County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8424	125.00	1.5%	6883	82%	621	7%	920	11%	871	10%
District 2	8,299.00	8018	-281.00	-3.4%	4022	50%	2565	32%	1431	18%	1487	19%
District 3	8,299.00	8112	-187.00	-2.3%	6818	84%	311	4%	983	12%	893	11%
District 4	8,299.00	8611	312.00	3.8%	7103	82%	750	9%	758	9%	576	7%
District 5	8,299.00	8330	31.00	0.4%	7210	87%	315	4%	805	10%	720	9%
<b>Totals</b>	<b>41,495</b>	<b>41495</b>	<b>0</b>	<b>0</b>	<b>32036</b>	<b>-</b>	<b>4562</b>	<b>-</b>	<b>4897</b>	<b>-</b>	<b>4547</b>	<b>-</b>



# Alternative 3B-1 County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8505	206.00	2.5%	6945	82%	630	7%	930	11%	878	10%
District 2	8,299.00	7655	-644.00	-7.8%	3755	49%	2555	33%	1345	18%	1407	18%
District 3	8,299.00	8413	114.00	1.4%	7027	84%	323	4%	1063	13%	967	11%
District 4	8,299.00	8431	132.00	1.6%	6954	82%	733	9%	744	9%	567	7%
District 5	8,299.00	8491	192.00	2.3%	7355	87%	321	4%	815	10%	728	9%
<b>Totals</b>	<b>41,495</b>	<b>41495</b>	<b>0</b>	<b>0</b>	<b>32036</b>	<b>-</b>	<b>4562</b>	<b>-</b>	<b>4897</b>	<b>-</b>	<b>4547</b>	<b>-</b>

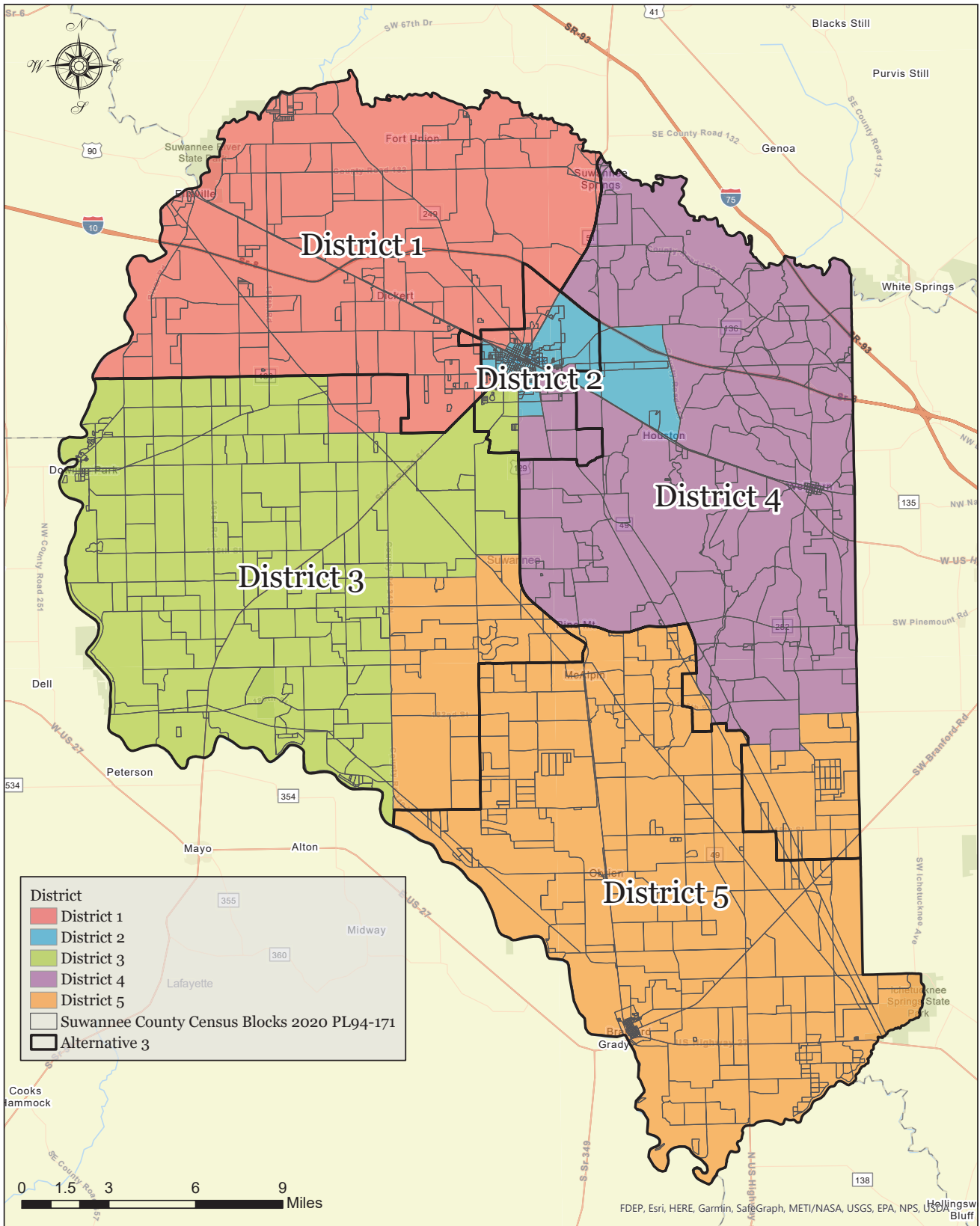
Suwannee County Redistricting

Alternative 3 7.15 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8,424	125	1.51%	6,883	81.7%	621	7.4%	920	10.9%	871	10.3%
<i>Voting Age Population</i>		6,495			5,447	83.9%	400	6.2%	648	10.0%	576	8.9%
District 2	8,299.00	8,018	(281)	-3.39%	4,022	50.2%	2,565	32.0%	1,431	17.8%	1,487	18.5%
<i>Voting Age Population</i>		5,819			3,089	53.1%	1,803	31.0%	927	15.9%	915	15.7%
District 3	8,299.00	8,112	(187)	-2.25%	6,818	84.0%	311	3.8%	983	12.1%	893	11.0%
<i>Voting Age Population</i>		6,687			5,733	85.7%	215	3.2%	739	11.1%	632	9.5%
District 4	8,299.00	8,611	312	3.76%	7,103	82.5%	750	8.7%	758	8.8%	576	6.7%
<i>Voting Age Population</i>		6,771			5,641	83.3%	556	8.2%	574	8.5%	401	5.9%
District 5	8,299.00	8,330	31	0.37%	7,210	86.6%	315	3.8%	805	9.7%	720	8.6%
<i>Voting Age Population</i>		6,528			5,777	88.5%	204	3.1%	547	8.4%	457	7.0%
<b>Totals</b>	<b>41,495</b>	<b>41,495</b>			<b>32,036</b>		<b>4,562</b>		<b>4,897</b>		<b>4,547</b>	
<i>Voting Age Population</i>		32,300			25,687		3,178		3,435		2,981	

Alternative 3B-1 10.24 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8,505	206	2.48%	6,945	81.7%	630	7.4%	930	10.9%	878	10.3%
<i>Voting Age Population</i>		6,567			5,503	83.8%	408	6.2%	656	10.0%	583	8.9%
District 2	8,299.00	7,655	(644)	-7.76%	3,755	49.1%	2,555	33.4%	1,345	17.6%	1,407	18.4%
<i>Voting Age Population</i>		5,540			2,866	51.7%	1,795	32.4%	879	15.9%	874	15.8%
District 3	8,299.00	8,413	114	1.37%	7,027	83.5%	323	3.8%	1,063	12.6%	967	11.5%
<i>Voting Age Population</i>		6,913			5,904	85.4%	226	3.3%	783	11.3%	667	9.6%
District 4	8,299.00	8,431	132	1.59%	6,954	82.5%	733	8.7%	744	8.8%	567	6.7%
<i>Voting Age Population</i>		6,623			5,517	83.3%	540	8.2%	566	8.5%	397	6.0%
District 5	8,299.00	8,491	192	2.31%	7,355	86.6%	321	3.8%	815	9.6%	728	8.6%
<i>Voting Age Population</i>		6,657			5,897	88.6%	209	3.1%	551	8.3%	460	6.9%
<b>Totals</b>	<b>41,495</b>	<b>41,495</b>			<b>32,036</b>		<b>4,562</b>		<b>4,897</b>		<b>4,547</b>	
<i>Voting Age Population</i>		32,300			25,687		3,178		3,435		2,981	



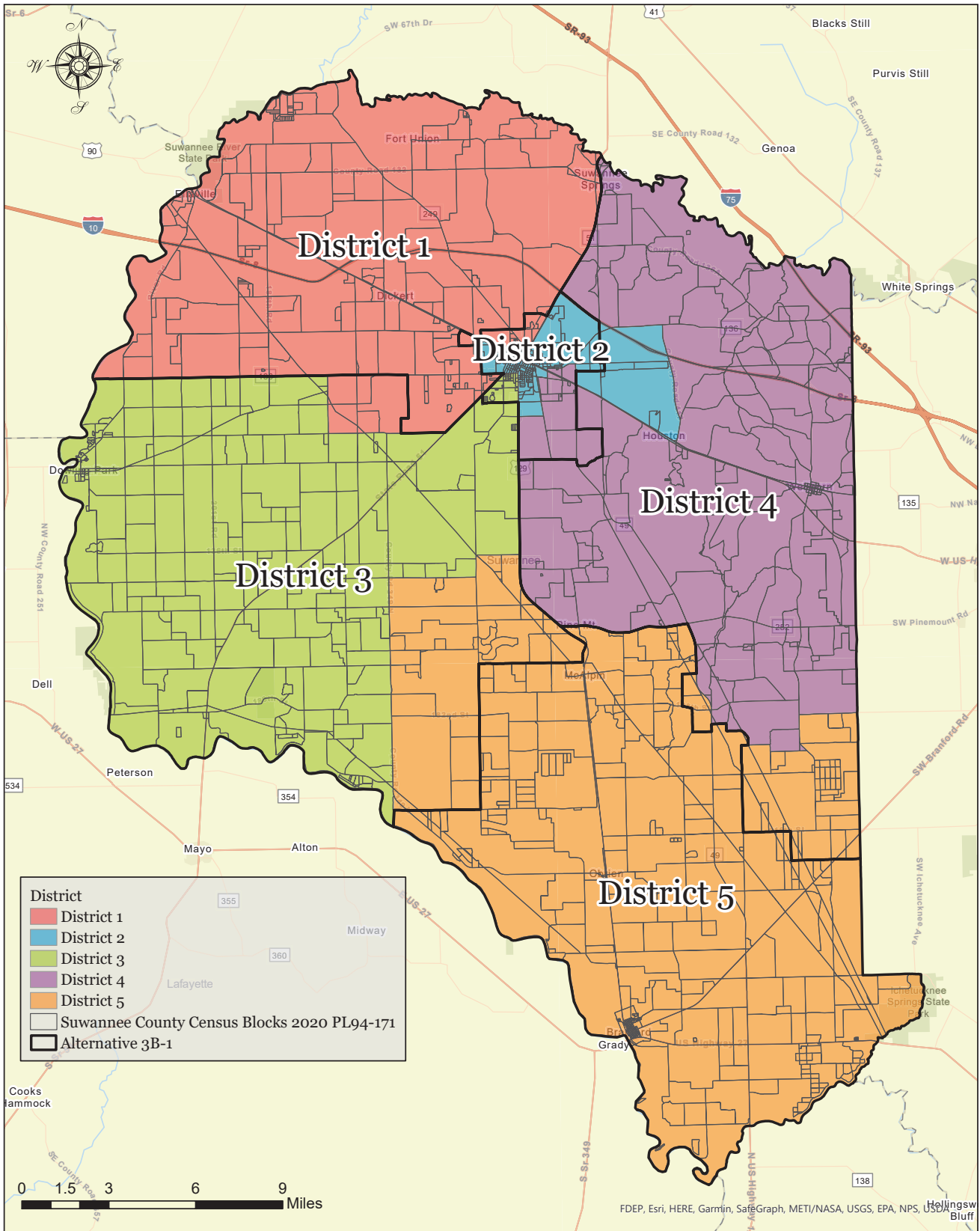
# Alternative 3(a) County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8348	49.00	0.6%	6821	82%	615	7%	912	11%	864	10%
District 2	8,299.00	8018	-281.00	-3.4%	4022	50%	2565	32%	1431	18%	1487	19%
District 3	8,299.00	8112	-187.00	-2.3%	6818	84%	311	4%	983	12%	893	11%
District 4	8,299.00	8687	388.00	4.7%	7165	82%	756	9%	766	9%	583	7%
District 5	8,299.00	8330	31.00	0.4%	7210	87%	315	4%	805	10%	720	9%
<b>Totals</b>	<b>41,495</b>	<b>41495</b>	<b>0</b>	<b>0</b>	<b>32036</b>	<b>-</b>	<b>4562</b>	<b>-</b>	<b>4897</b>	<b>-</b>	<b>4547</b>	<b>-</b>



# Alternative 3B-1(a) County Commission Districts



DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8429	130.00	1.6%	6883	82%	624	7%	922	11%	871	10%
District 2	8,299.00	7655	-644.00	-7.8%	3755	49%	2555	33%	1345	18%	1407	18%
District 3	8,299.00	8413	114.00	1.4%	7027	84%	323	4%	1063	13%	967	11%
District 4	8,299.00	8507	208.00	2.5%	7016	82%	739	9%	752	9%	574	7%
District 5	8,299.00	8491	192.00	2.3%	7355	87%	321	4%	815	10%	728	9%
<b>Totals</b>	<b>41,495</b>	<b>41495</b>	<b>0</b>	<b>0</b>	<b>32036</b>	<b>-</b>	<b>4562</b>	<b>-</b>	<b>4897</b>	<b>-</b>	<b>4547</b>	<b>-</b>

Suwannee County Redistricting

Alternative 3(a) 8.07 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8,348	49	0.59%	6,821	81.7%	615	7.4%	912	10.9%	864	10.3%
<i>Voting Age Population</i>		6,434			5,396	83.9%	396	6.2%	642	10.0%	572	8.9%
District 2	8,299.00	8,018	(281)	-3.39%	4,022	50.2%	2,565	32.0%	1,431	17.8%	1,487	18.5%
<i>Voting Age Population</i>		5,819			3,089	53.1%	1,803	31.0%	927	15.9%	915	15.7%
District 3	8,299.00	8,112	(187)	-2.25%	6,818	84.0%	311	3.8%	983	12.1%	893	11.0%
<i>Voting Age Population</i>		6,687			5,733	85.7%	215	3.2%	739	11.1%	632	9.5%
District 4	8,299.00	8,687	388	4.68%	7,165	82.5%	756	8.7%	766	8.8%	583	6.7%
<i>Voting Age Population</i>		6,832			5,692	83.3%	560	8.2%	580	8.5%	405	5.9%
District 5	8,299.00	8,330	31	0.37%	7,210	86.6%	315	3.8%	805	9.7%	720	8.6%
<i>Voting Age Population</i>		6,528			5,777	88.5%	204	3.1%	547	8.4%	457	7.0%
<b>Totals</b>	<b>41,495</b>	<b>41,495</b>			<b>32,036</b>		<b>4,562</b>		<b>4,897</b>		<b>4,547</b>	
<i>Voting Age Population</i>		32,300			25,687		3,178		3,435		2,981	

Alternative 3B-1(a) 10.27 pts.												
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 1	8,299.00	8,429	130	1.57%	6,883	81.7%	624	7.4%	922	10.9%	871	10.3%
<i>Voting Age Population</i>		6,506			5,452	83.8%	404	6.2%	650	10.0%	579	8.9%
District 2	8,299.00	7,655	(644)	-7.76%	3,755	49.1%	2,555	33.4%	1,345	17.6%	1,407	18.4%
<i>Voting Age Population</i>		5,540			2,866	51.7%	1,795	32.4%	879	15.9%	874	15.8%
District 3	8,299.00	8,413	114	1.37%	7,027	83.5%	323	3.8%	1,063	12.6%	967	11.5%
<i>Voting Age Population</i>		6,913			5,904	85.4%	226	3.3%	783	11.3%	667	9.6%
District 4	8,299.00	8,507	208	2.51%	7,016	82.5%	739	8.7%	752	8.8%	574	6.7%
<i>Voting Age Population</i>		6,684			5,568	83.3%	544	8.1%	572	8.6%	401	6.0%
District 5	8,299.00	8,491	192	2.31%	7,355	86.6%	321	3.8%	815	9.6%	728	8.6%
<i>Voting Age Population</i>		6,657			5,897	88.6%	209	3.1%	551	8.3%	460	6.9%
<b>Totals</b>	<b>41,495</b>	<b>41,495</b>			<b>32,036</b>		<b>4,562</b>		<b>4,897</b>		<b>4,547</b>	
<i>Voting Age Population</i>		32,300			25,687		3,178		3,435		2,981	



*Via Electronic Mail*

**MEMORANDUM**

**TO:** Honorable Members of the County Commission  
and School Board  
Suwannee County, Florida

**FROM:** Kurt Spitzer

**DATE:** July 24, 2023

**RE:** Redistricting Commission Districts

Attached please find a map and table of statistics for redistricting Alternative 3B-1. Alternative districting plan 3B-1 is based off of Alternative 3, which was discussed during the recent joint workshop meeting of the Suwannee County Board of County Commissioners and School Board. The direction given at that meeting was to revise Alternative 3 so as to increase the percentage of African Americans within District 2 as may be possible.

To our knowledge, Suwannee County has not redistricted itself since 1992, which was the only time such an exercise has been undertaken since the 1985 order of the Federal Court, which required single member districts for Suwannee County and appended a districting map that created a minority-majority district (55% African American) in District 2.

The countywide African American population in 1985 was over 17%. The countywide African American population based on 2020 census data is less than 11%, making it impossible to maintain a minority-majority district in Suwannee County.

Using the 2020 Census data and the existing district boundaries, District 2 currently has an African American population of 36%. But the total population of District 2 is 35% under the average or ideal district size of 8,299 people. Approximately 2,900 people must therefore be added to District 2 to bring its total size close to the average but making maintenance of the current percentage (36%) of African Americans living within the district impossible.

Suwannee County Redistricting  
July 24, 2023  
Page two

Using the 2020 Census data, the African American population in District 2 of 32% in Alternative 3. Alternative 3B-1 has an African American population of 33.4% in District 2, which we believe is the highest percentage that can realistically be achieved. The intent of Alternative 3B-1 is to keep the African American population of District 2 as high as possible, while complying with other common redistricting criteria.

While Alternative 3 has a spread between the largest and smallest districts of 7.15 points, 3B-1 has a spread of 10.24 points. While this (minimally) exceeds the generally accepted threshold of 10 points, I believe that such a slight divergence from common population standards is acceptable based on legitimate considerations furthering other rational policies - in this case the expressed intent of the legislative bodies of the County and School District, maintaining as high a percentage of African American population in District 2 as is realistically possible in furtherance of the goals of the Voting Rights Act, and (to the extent possible) attempting to abide by the general intent of the Court's 1985 Order, given the changes in demographic patterns in Suwannee County over the past 38 years.

Please contact me should you have any questions.

Attachments



# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.



1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
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3. \_\_\_\_\_  
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4. \_\_\_\_\_  
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# **PUBLIC CONCERNS AND COMMENTS**



# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS**

