

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

**TENTATIVE AGENDA FOR JULY 5, 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) June 13, 2023 – CDBG Grant Administration Tabulation
  - b) June 20, 2023 – Workshop
  - c) June 20, 2023 – Regular Board Meeting

**CONSENT:**

2. Approval of payment of processed invoices.
3. Approval of TDC recommendations.
4. Acceptance of the resignation of James Sutter from the Tourist Development Council Board and approve the appointment of Mark Edquid to complete his term.
5. Approve, adopt, and post the updated Title VI Policy and Plan on the official County website and the Title VI / Nondiscrimination Assurance as presented and as required as part of Suwannee County LAP Certification.
6. Approval of appointments to Value Adjustment Board; two (2) County Commissioners as regular members, one (1) County Commissioner as alternate, one (1) citizen as regular member, and one (1) citizen as alternate.

7. Authorize County Administrator to award Bid 2023-12 Chip Seal Road Surface Treatment to Asphalt Paving Systems, Inc. to use on an as-needed basis.
8. Authorization to advertise for bids for installation of Suwannee County Courthouse Generator/ATS with site work.
9. Request authorization to piggyback on the agreement for professional services between North Florida Economic Development Partnership and VisionFirst Advisors.

**PROCLAMATIONS AND PRESENTATIONS:**

10. Legislative and appropriations update by Mike Grissom.
11. Presentation of Home Rule Community Resolution by Moses Clepper, Representative of the American Patriots.
12. Presentation of Visit Suwannee's new marketing campaign assets by Jimmy Norris and Charissa Setzer.

**CONSTITUTIONAL OFFICERS ITEMS:**

**STAFF ITEMS:**

**COMMISSIONERS ITEMS:**

**COUNTY ATTORNEY ITEMS:**

13. Enact a Resolution giving the County Administrator authority to negotiate with landowners to move forward with County projects.

**GENERAL BUSINESS:**

14. Discuss, with possible Board action, the determination of rates for the Solid Waste assessment program for Fiscal Year 2023-2024. (Greg Scott, County Administrator)
15. Discuss, with possible Board action, the determination of rates for the Fire Protection assessment program for Fiscal Year 2023-2024. (Greg Scott, County Administrator)
16. **Additional Agenda Items.** The Chairman calls for additional items.
17. 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.)
18. Administrator's comments and information.
19. Board Members Inquiries, Requests, and Comments.

June 13, 2023  
Professional Engineering Services  
Tabulation Meeting  
Airport Conference Room  
Live Oak, Florida

10:00 a.m.

The Bid Review Committee met on the above date and time for a meeting. Present were Brenda Flanagan, County Administration; Eddie Hand, Public Safety Director; Willie Willis, County Inspector; Holland Freeman, County Administration; and Eric Musgrove and Logan Woods, Deputy Clerks.

Ms. Freeman opened the meeting at 10:02 a.m.

The purpose of this meeting was to rank firms that responded to the County’s Request for Quotes associated with CDBG Grant Administration (RFP No. 2023-07) by the Bid Review Committee, consisting of Ms. Flanagan, Mr. Hand, and Mr. Willis.

The Bid Review Committee submitted their individual rankings for RFP No. 2023-07 to the deputy clerks for final tabulation.

Deputy Clerks Musgrove and Woods determined that based upon the final tabulations for RFP No. 2023-07, Fred Fox Enterprises, Inc. was the highest-ranked company with a score of 292, and Guardian Community Resource was the next-highest with a score of 267.

There being no further business to discuss, the meeting adjourned at 10:05 a.m.

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

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

1:00 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a workshop and the following were present: Chairman Franklin White; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Travis Land; and Commissioner Leo Mobley. Barry A. Baker, Clerk of Court; Keith Gentry, County Finance Director; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 1:07 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.

**The first item on the agenda** was to discuss Solid Waste services and assessment.

Mr. John Locklear, Locklear and Associates, delivered a PowerPoint presentation discussing solid waste collection centers, compactors, recycling, transfer station, direct haul, contractor or county hauling, and disposal through various means.

Discussion ensued on multiple facets of solid waste service. Commissioner Land recommended a plan before the current hauling contract ended in 2026.

County Attorney Morrison discussed the contract and noted there appeared to be some wiggle room for the County to divert some solid waste to locations others than the current Chesser Island Landfill.

Much discussion ensued on ways to save the County money while operating under the current solid waste contract and how to move forward when the contract ends in 2026.

County Administrator Scott discussed the solid waste decals, noting that the County had saved approximately \$143,000 per year since implementing them. He also stated that approximately \$430,000 per year was transferred out of the General Fund to help fund solid waste, and it would take increasing the solid waste assessment by \$25 to cover the difference. He asked for direction from the Board.

June 20, 2023  
Board Workshop  
Judicial Annex  
Live Oak, Florida

The Board discussed the issue.

Chairman White called a brief recess at 2:21 p.m.

June 20, 2023  
Board Workshop  
Judicial Annex  
Live Oak, Florida

2:31 p.m.

Chairman White called the meeting back to order.

**The second item on the agenda** was to discuss Fire services and protection assessment.

Fire Chief Eddie Hand delivered a PowerPoint presentation on fire services, legislative changes, assessments, budget shortfalls, and strategic planning. He noted that a minimum increase in solid waste assessments of \$25 was required to just break even at the current service level, and additional personnel, vehicles, or equipment would cost even more.

Much discussion ensued regarding fire trucks, increasing fire assessments, the number, location, and manning of fire stations, levels of service, and budgets.

The Board agreed to focus on expanding or rebuilding the fire station at Falmouth to help with coverage at the Catalyst site.

**Commissioner Land left the meeting at 4:03 p.m.**

**Commissioner Land returned to the meeting at 4:05 p.m.**

Chairman White moved to the seventh item on the agenda.

**The seventh item on the agenda** was to discuss the PACE Loan Agreements in Suwannee County.

County Attorney Morrison discussed the PACE loans and that there were significant issues with the program, including no prepayment of the loan, the Tax Collector acting as a mortgage servicer, and that there were consumer alerts throughout the State of Florida for such loans being deemed predatory.

Property Appraiser Ricky Gamble stated that he had been a County Commissioner when the original PACE loans were approved, and they were advertised at that time as providing funding to low-income families for home repairs.

Tax Collector Sharon Jordan stated that there were currently 24 PACE accounts in Suwanee County, one of which was delinquent, with at least 1 more account slated for approval soon.

The Board agreed to discuss the issue further at the regular meeting later in the evening.

**The third item on the agenda** was to discuss authority to negotiate for land/interest acquisition for County improvement projects.

This item was discussed after the fourth item on the agenda.

**The fourth item on the agenda** was to discuss space needs of government offices, including Tax Collector, Property Appraiser, and Clerk of Court.

County Administrator Scott stated that he had been in discussions with various Constitutional Officers who needed space, suggesting that in the future, a new jail could be built outside of the city limits and the current jail location utilized for a new County building. In the shorter term, there were several possible downtown locations to which elected officials and their employees could be moved.

Tax Collector Jordan stated that Branford did not have full tax collector's services and was only open a couple of days per month. She added that it could not be open more days due to the absence of the mobile driver's license unit. Permission would also have to be received from the Florida Department of Highway Safety to do so.

Property Appraiser Gamble stated that his office had downsized because of digitizing records, and his issue was that he needed to be close to the Tax Collector's Office due to their interrelated functions. He added that if there was a full-service office for the Tax Collector's Office in Branford, he would need to have additional staff to work there, too.

Chairman White called a brief recess at 4:30 p.m.

4:38 p.m.

Chairman White called the meeting back to order. Commissioner Hale was not initially present.

**The third item on the agenda** was to discuss authority to negotiate for land/interest acquisition for County improvement projects.

County Attorney Morrison discussed the time spent to acquire property for various projects, and that although it was possible to use eminent domain proceedings, it would be quite expensive. He then discussed various avenues available to the County.

**Commissioner Hale returned to the meeting at 4:41 p.m.**

County Attorney Morrison suggested changing the County's policy for property acquisition to have a land acquisition agent with authority to negotiate with property owners, hopefully speeding up land acquisition projects. The agent could be the commissioner in whose district the property was located, or someone appointed by the County Administrator.

Commissioner Land agreed that a land acquisition agent would be helpful and suggested that a realtor be hired to do it, since they knew the ins and out of property sales. He then discussed his past experience of being the land acquisition agent for Columbia County.

Discussion ensued on hiring a land acquisition agent.

**The Board agreed to move forward with approving an ordinance and hiring a real estate agent through the normal RFP process for a land acquisition agent.**

**The fifth item on the agenda** was to discuss County utilities.

County Administrator Scott briefly discussed utilities customers in the County: 1 at the Catalyst site and 10 at the I-75/CR 136 interchange. The County currently had a contract with an agency to perform the monitoring of the utilities, but service was not satisfactory. He recommended hiring someone locally to provide the services, as well as someone who could perform maintenance on the utilities. County Administrator Scott also discussed the potential for having regional utilities to pool resources.

Brief discussion ensued on options for public utilities.

**The sixth item on the agenda** was to discuss the County’s Purchasing Policy.

County Administrator Scott asked for comments from commissioners after the meeting.

**The seventh item on the agenda** was to discuss the PACE Loan Agreements in Suwannee County.

This item was discussed prior to the third item on the agenda.

**The eighth item on the agenda** was to discuss the Emergency Operations Center.

Due to lack of time, this item was withdrawn from this agenda for discussion at another date.

Chairman White asked for consensus from the Board to cease moving forward with the proposed fire station on US 129 North in order to stop spending money on it.

**The Board gave consensus to cease moving forward with the US 129 North fire station.**

**Commissioner Perkins moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 5:11 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; Commissioner Travis Land; and Commissioner Leo Mobley. 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 5:30 p.m. and asked Commissioner Perkins to lead the invocation and Commissioner Mobley to lead the Pledge of Allegiance to the Flag of the United States of America.

**MINUTES:**

**The first item on the agenda** was to approve the minutes of the June 1, 2023 Professional Engineering Services Tabulation meeting and June 6, 2023 Regular Board meeting.

Commissioner Land suggested a rewording on page 374 about the discussion of Mr. Christie's remains, and there was also a spelling error at the end of the page. He also noted that the minutes would include a memorandum of voting conflict for Commissioner Mobley.

**Commissioner Land moved to approve the minutes of the June 6, 2023 Professional Engineering Services Tabulation meeting and June 6, 2023 Regular Board meeting, as amended. Commissioner Perkins seconded, and the motion carried unanimously.**

**CONSENT:**

Item three was pulled for discussion and item six was pulled from the agenda.

**The second item on the agenda** was to approve payment of \$2,453,633.48 in processed invoices.

**The third item on the agenda** was acceptance of a \$25,000 Economic Development grant award from Duke Energy.

This item was pulled from the consent agenda for discussion.

**The fourth item on the agenda** was approval of a Release and Satisfaction of Lien Agreement with Terry and Angela Herron, State Housing Initiative Partnership Program clients. **(Agreement No. 2023-66)**

**The fifth item on the agenda** was approval of an Interlocal Agreement between the Town of Branford and Suwannee County for Floodplain Management. **(Agreement No. 2023-67)**

**The sixth item on the agenda** was approval of amendments to Suwannee County Personnel Rules and Regulations regarding Section 1 Definitions, Section 3 General Prohibitions, Section 12 Present and On Time and Tardiness/Unpaid, Section 13 Offenses, Section 15 Overtime/Comp Time, Section 16 Holidays, Section 23 Vacation Leave, Sick Leave and Bereavement Leave, and adoption of an enabling resolution.

This item was withdrawn from the agenda.

**The seventh item on the agenda** was authorization to purchase a CAT 930-wheel loader from Ring Power in the amount of \$60,000 for the Transfer Station and authorization to auction an older unit with Ritchie Brothers.

**The eighth item on the agenda** was authorization to advertise a Request for Proposals for the buyout and replacement of dump trucks.

**The ninth item on the agenda** was authorization for the County Administrator to award a Request for Proposals for Grant Administration of a Community Development Block Grant (CDBG) to Fred Fox Enterprises, Inc. (FRP No. 2023-07; bids were opened May 30, 2023). **(Agreement No. 2023-68)**

**The tenth item on the agenda** was authorization for the County Administrator and County Attorney to negotiate with the highest-ranked firm (Pittman Engineering) for Professional Engineering

Services associated with the design for widening and resurfacing of the existing lanes of CR 49 from CR 252 to US 90. (RFQ No 2023-11; bids were opened May 30, 2023).

**Commissioner Land moved to approve consent items 2, 4-5, and 7-10. Commissioner Mobley seconded, and the motion carried unanimously.**

**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 approval of Special Permit #SP-23-06-01 by Cracker Wood, LLC to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture, to construct three (3) poultry houses on property zoned A-1.

Chairman White opened the public hearing.

County Attorney Morrison swore in all those wishing to speak.

Development Services Director Ron Meeks discussed the application, noting that the 46-acre property located in Section 7, Township 4 South, Range 12 East had access to Highway 51 and 197<sup>th</sup> Road. He then entered the file into the record as Composite Exhibit #1.

Chairman White opened the floor to public comments. There being none, he closed the floor to public comments.

**Commissioner Perkins moved to approve Special Permit #SP-23-06-01 by Cracker Wood, LLC to be granted a special permit under Section 14.6 of the Suwannee County Land Development Regulations for Intensive Agriculture, to construct three (3) poultry houses on property zoned A-1. Commissioner Land seconded, and the motion carried unanimously. (Resolution No. 2023-25)**

Chairman White closed the public hearing and returned to the consent agenda.

**The third item on the agenda** was acceptance of a \$25,000 Economic Development grant award from Duke Energy.

Mr. Jimmy Norris, Economic Development Director, discussed the County's interest in retail and commercial development and that Duke Energy had offered grants to assist with it.

Mrs. Mary Swoope, Tallahassee, with Duke Energy, congratulated the County for receiving a \$25,000 grant for the retail and commercial project.

**Commissioner Hale moved to accept a \$25,000 Economic Development grant award from Duke Energy. Commissioner Land seconded, and the motion carried unanimously. (Agreement No. 2023-69)**

**CONSTITUTIONAL OFFICERS ITEMS:**

There were none.

**COMMISSIONERS ITEMS:**

Chairman White noted that he had been informed that the Board could not take formal action during workshops and asked for a motion to cease work on the proposed US 129 North fire station and move forward with alternate locations, as had been discussed at the just-concluded workshop.

**Commissioner Land moved to cease work on the US 129 North fire station property and search for alternate locations. Commissioner Mobley seconded, and the motion carried unanimously.**

**STAFF ITEMS:**

Fire Chief Eddie Hand stated that Fire Rescue had gone through an inspection and passed with flying colors, with only minor changes to Standard Operating Procedures.

**COUNTY ATTORNEY ITEMS:**

County Attorney Morrison had nothing to discuss.

**GENERAL BUSINESS:**

**The twelfth item on the agenda** was to discuss, with possible Board action, final plat approval of the replat of Duke's Place Subdivision.

Director Meeks discussed the final plat, noting that the Department of Transportation had required some changes to the original plat to limit the number of driveways on Highway 51.

**Commissioner Hale moved to approve the final plat for the replat of Duke's Place Subdivision. Commissioner Land seconded, and the motion carried unanimously.**

**The thirteenth item on the agenda** was to discuss, with possible Board action, establishing a sale price of surplus property located on 10<sup>th</sup> Terrace, Parcel ID No. 04-01S-12E-09421-180490.

County Administrator Scott asked to move forward with setting a price on the property.

Commissioner Hale noted that he had asked for the item to be pulled at a previous meeting for research, but it had since been determined that it would not be a good property for canoers and kayakers.

**Commissioner Perkins moved to set the property price at \$30,000 and move forward with the sale of surplus property located on 10<sup>th</sup> Terrace, Parcel ID No. 04-01S-12E-09421-180490. Commissioner Hale seconded, and the motion carried unanimously.**

**The fourteenth item on the agenda** was to discuss, with possible Board action, the purchase of property for economic development.

County Administrator Scott noted that the site in question was a 5-acre property near the entrance of Binderholz and whose owner was interested in selling.

**Commissioner Land moved to purchase a 5-acre parcel near Binderholz for its appraised value of \$58,000. Commissioner Mobley seconded, and the motion carried unanimously.**

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

There was one:

**The first additional agenda item** was to discuss, with possible Board action, terminating all PACE contracts.

It was noted that there had been discussion in the workshop held earlier in the day regarding the predatory nature of the PACE loans.

**Commissioner Land moved to terminate all PACE contracts. Commissioner Perkins seconded, and the motion carried unanimously.**

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

Mr. Jimmy Pittman, Pittman Engineering, thanked the Board for hiring his firm to work on CR 49.

Mr. Bo Hancock, 6135 Wiggins Road, thanked the Board for finally holding a workshop.

Commissioner Hale stated that although the Board had decided to forego further work on a fire station on US 129 North, he wished for the County to hold onto the property for possible future use.

Mrs. Kat Meeks Bass, 817 Blackburn Avenue and 39<sup>th</sup> Place, Wellborn, introduced herself as the new grant writer for the City of Live Oak. She discussed the horrible condition of 39<sup>th</sup> Place that had led to hundreds of dollars in vehicle damage, adding that there were 34 residences and 2 businesses who lived on the road. Mrs. Bass added that the road was so bad that the post office had set up a metal collection point for mail at the end of the road so that they did not have to drive on it.

Commissioner Mobley stated that he was looking into work on the road and had met with many of the residents to discuss the situation.

County Attorney Morrison stated that the main issue with the road was that many decades ago, the County had decided not to accept private roads for maintenance, and there had been much discussion as to whether the County had ever maintained this road. Nothing had yet been found other than an emergency grading due to a state of emergency three years before to allow first responders access, but that did not constitute making the road a public one.

Mrs. Bass questioned how a road with 34 residences could be considered a private road, and just wanted it fixed.

Commissioner Hale suggested that the citizens grade or improve the road through an MSBU, whereby the residents pay for the work over several years. Another option was to hire a local contractor who could grade the road for a few hundred dollars as needed.

Chairman White stated that he had may residents with the same situation, but the County was bound by the law not to grade private roads.

**The seventeenth item on the agenda** was Administrator’s comments and information.

County Administrator Scott noted some families who were in need of prayers.

**The eighteenth item on the agenda** was Board Members’ inquiries, requests, and comments.

Commissioners Perkins and Mobley had nothing to discuss.

Commissioner Land noted some families who had recently lost loved ones.

Commissioner Hale thanked the County’s employees for their hard work.

Chairman White thanked the public for attending the meeting.

**Commissioner Perkins moved to adjourn the meeting. Commissioner Land seconded, and the motion carried unanimously.**

There being no further business to discuss, the meeting adjourned at 6:07 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:** Approve TDC grant recommendations

**Considerations:** The Tourist Development Council has grant funding available to market and promote Suwannee County events that directly benefit local tourism by increasing lodging, occupancy, and tourism tax collection in Suwannee County. The TDC board received grant applications and voted on the amounts each event should be eligible for receiving.

**Budget Impact:** Budgeted item.

**Recommendation:** Approve grant amounts recommended by the TDC board.

Respectfully submitted,

Dated:6/23/2023

Jimmy Norris  
Tourist Development Director

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## **Agenda Item #**

**Item:** Approve TDC grant recommendations

**Description:** The Tourist Development Council has grant funding available to market and promote Suwannee County events that directly benefit local tourism by increasing lodging, occupancy, and tourism tax collection in Suwannee County. The TDC board received grant applications and voted on the amounts each event should be eligible for receiving. Budgeted item.

**Requested action:** Approve grant amounts recommended by the TDC board.

# 2023-2024 TDC Grant Funding Recommendations

## Sponsorship and Special Funding Grants

<u>Event Name</u>	<u>Business/Organization</u>	<u>Requested</u>	<u>Recommended</u>
Suwannee Resonate	Essential Productions	\$5,000.00	\$5,000.00
Christmas on the Square	Chamber of Commerce	\$17,500.00	\$15,000.00
Suwannee River Roundup Pro Rodeo	Parks & Rec	\$10,000.00	\$9,000.00
Babe Ruth Tournament	Parks & Rec	\$10,000.00	\$8,000.00
<b>Total funding</b>		<b>\$42,500.00</b>	<b>\$37,000.00</b>

## Local Event Marketing Grants

<u>Event Name</u>	<u>Business/Organization</u>	<u>Requested</u>	<u>Recommended</u>
FL Little Britches Rodeo	FL Little Britches Rodeo	\$6,000.00	\$4,000.00
Suwannee River Riding Club Rodeo	Suwannee River Riding Club	\$10,000.00	\$4,000.00
Blueberry Festival	Wellborn Community Assoc	\$6,000.00	\$3,500.00
Cornbread Festival	Wellborn Community Assoc	\$6,000.00	\$3,500.00
National League of Legends	National League of Legends	\$4,000.00	\$3,000.00
4th of July	Branford River Reunion	\$5,000.00	\$2,000.00
<b>Total funding</b>		<b>\$37,000.00</b>	<b>\$20,000.00</b>

This is based on the proposed budget.

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Accept the resignation of James Sutter from the Tourist Development Council board and approve the appointment of Mark Edquid to complete his term.

**Considerations:** James Sutter has resigned from the Tourist Development Council board. The TDC recommends appointing Mark Edquid to serve on the TDC board and to complete Mr. Sutter's term.

**Budget Impact:** None.

**Recommendation:** Approve the appointment of Mark Edquid to the TDC board.

Respectfully submitted,  
Jimmy Norris,  
Tourist Development Director

Dated: 6/23/2023

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

#### **Objective:**

Approve, adopt, and post the updated Title VI/Nondiscrimination Policy and Plan on the official County website and the Title VI / Nondiscrimination Assurance as presented and as required as part of Suwannee County LAP Certification.

#### **Considerations:**

The Title IV Policy and Plan will address issues relating to the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA).

The adoption of Title VI Policy is a requirement for the County to complete the LAP Certification to enable Suwannee County staff to administer Florida Department of Transportation (FDOT grant projects).

This policy and plan must also be included on the Suwannee County government's website as a Nondiscrimination Assurance for the general public and the Florida Department of Transportation.

The Board initially adopted and approved these two policies in 2015. FDOT has asked for them to be updated as a requirement of the LAP Recertification.

#### **Budget Impact:**

N/A

#### **Recommendation:**

We respectfully request the Suwannee County Board of County Commissioners approve, adopt, and post the updated Title VI Policy and Plan on the official County website and the Title VI / Nondiscrimination Assurance as presented and as required as part of Suwannee County LAP Certification.

Respectfully submitted,

Dated: July 5, 2023

Greg Scott,  
County Administrator

## **Title VI/Nondiscrimination Policy and Plan for Sub-Recipients in the FDOT Local Agency Program (LAP)**

### **I. Policy Statement:**

Suwannee County Board of County Commissioners (hereinafter the Agency) values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. Moreover, the Agency believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision-making process. Thus, the Agency does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion or family status.

### **II. Nondiscrimination Assurances:**

Every three years, or commensurate with a change in executive leadership, the Agency must certify to Federal Highway Administration (FHWA) and Florida Department of Transportation (FDOT) that its programs, services and activities are being conducted in a nondiscriminatory manner. These certifications are termed 'assurances' and serve two important purposes. First, they document Agency commitment to nondiscrimination and equitable service to its community. Second, they serve as a legally enforceable agreement by which the Agency may be held liable for breach. Those wishing to view the Agency's Nondiscrimination Assurance may do so by visiting the Agency website or administration offices.

### III. Complaint Procedures:

The Agency has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Agency program, service or activity may file a complaint with the Agency Title VI/Nondiscrimination Coordinator:

Name: Paula Pennington

Address: 13150 80th Terrace  
Live Oak, Florida 32060

Email: paulap@suwcountyfl.gov

Phone: 386.364.3400

Hearing Impaired:

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter. Should the Agency be unable to satisfactorily resolve a complaint, the Agency will forward the complaint, along with a record of its disposition to the appropriate FDOT District Office.

The Agency Title VI Coordinator has 'easy access' to the Agency Chief Executive Officer (CEO) and is not required to obtain management or other approval to discuss discrimination issues with the CEO. However, should the complainant be unable or unwilling to complain to the Agency, the written complaint may be submitted directly to Florida Department of Transportation (FDOT). FDOT serves as a statewide clearinghouse for Title VI purposes and will either assume jurisdiction over the complaint or forward it to the appropriate federal or state authority for continued processing:

Florida Department of Transportation  
Equal Opportunity Office  
ATTN: Title VI Complaint Processing  
605 Suwannee Street MS 65  
Tallahassee, FL 32399

#### **IV. ADA/504 Posted Statement:**

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented in transportation programs, services and activities.

The Agency will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Agency will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Agency encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the Agency will provide



reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the Agency asks that requests be made at least 10 calendar days prior to the need for accommodation.

Questions, concerns, comments or requests for accommodation should be made to the Agency ADA Officer:

Name: Robert Hinkle  
Address: 224 Pine Avenue  
Live Oak, Florida 32064  
Email: roberth@suwcountyfl.gov  
Phone: 386.364.3408  
Hearing Impaired:

## **V. Limited English Proficiency (LEP) Guidance:**

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the US Department of Justice (DOJ) and US Department of Transportation (DOT) require federal-aid recipients to take reasonable steps to ensure meaningful access to programs, services and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the City/County's programs, services or activities;
- The frequency with which LEP individuals come in contact with these programs, services or activities;

- The nature and importance of the program, service, or activity to people's lives and;
  - The resources available to the City/County and the likely costs of the LEP services.
1. Using census data, the Agency has determined that LEP individuals speaking English less than well represent approximately 0.90 % of the community. The Agency realizes that such statistical data can become outdated or inaccurate. Therefore, the Agency contacted local law enforcement, social services agencies and the school board to validate the proportion of LEP served by those entities. Spanish was reported to be the prevalent LEP language with an estimate of 100.00 % eligible to be served.
  2. The Agency has not received requests for translation or interpretation of its programs, services or activities into spanish or other language(s). In addition, Agency sponsored community outreach or public events are not attended by significant numbers of LEP individuals speakers. Thus, the Agency estimates its contact with LEP individuals to be Infrequent .
  3. The Agency believes that transportation is of critical importance to its public, as access to health care, emergency services, employment, and other essentials would be difficult or impossible without reliable transportation systems. In that spirit, the agency defines as essential any document that advises the public of how to access nondiscrimination and public involvement policies, as well as those that impact public safety, health and welfare and emergency services. A full list of translated documents is available on the Agency website or by contacting the Agency Title VI/Nondiscrimination Coordinator.
  4. The Agency is fortunate to house within/near its jurisdiction one or more institutions of higher education which have extensive language resources. Further, the Agency maintains cordial relationships with faith based and/or community organizations that offer competent language services at low or no cost to the Agency. Finally, the Agency

employs a number of proficient spanish speakers that are able to interpret and/or provide translation services.

The analyses of these factors suggest that LEP services are not required at this time. At a minimum, the Agency commits to:

- Maintain a list of employees who competently speak the LEP language(s) and who are willing to provide translation and/or interpretation services.
- Distribute this list to staff that regularly has contact with the public.
- Provide public notification in the LEP language of the availability of language assistance, free of charge.

In addition, the Agency will:

The Agency understands that its community characteristics change and that the four factor analysis may reveal the need for more or varied LEP services in the future. As such, it will at least triennially examine its LEP plan to ensure that it remains reflective of the community's needs.

Persons requiring special language services should contact the Agency's Title VI/Nondiscrimination Coordinator.

## VI. Public Involvement:

In order to plan for efficient, effective, safe, equitable and reliable transportation systems, the Agency must have the input of its public. The Agency spends extensive staff and financial resources in furtherance of this goal and strongly encourages the participation of the entire community. The Agency hosts an informative website that advises the public how it can access information and provide input. The Agency also holds public meetings, workshops and other events designed to gather public input on program/project planning and construction. Further, the Agency sponsors, attends and participates in other community events to promote its services to the public. Finally, the Agency is constantly seeking ways of measuring the effectiveness of its public involvement.

Persons wishing to request special presentations by the Agency; volunteer in any of its activities; offer suggestions for improvement; or to simply learn more about Agency programs and services should visit: [www.suwanneecountyfl.gov](http://www.suwanneecountyfl.gov)

Or contact:

Name and Title: Paula Pennington, Title VI/Nondiscrimination Coordinator

Address: 13150 80th Terrace  
Live Oak, Florida 32060

Email: [paulap@suwcountyfl.gov](mailto:paulap@suwcountyfl.gov)

Phone: 386.364.3400

Hearing Impaired:



## VII. Data Collection:

FHWA regulations require federal-aid recipients to collect racial, ethnic and other similar demographic data on beneficiaries of or those affected by transportation programs, services and activities. The Agency accomplishes this through the use of census data, American Community Survey reports, Environmental Screening Tools (EST), driver and ridership surveys, its community development department and other methods. From time to time, the Agency may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate in Agency programs, services or activities. This information assists the Agency with improving service equity and ensuring effective outreach. Self identification of personal data to the Agency will *always* be voluntary and anonymous. Moreover, the Agency will not release or otherwise use this data in any manner inconsistent with the FHWA regulations.

## TITLE VI/ NONDISCRIMINATION ASSURANCE

Pursuant to Section 9 of US DOT Order 1050.2A, the Suwannee County Board of County Commissioners  
“Subrecipient” assures the Florida Department of Transportation (FDOT) that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Subrecipient further assures FDOT that it will undertake the following with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Subrecipient’s Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Subrecipient’s organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendices A and E* of this assurance in every contract subject to the Acts and the Regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination against sub-recipients. Complaints against the Subrecipient shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your agency’s programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Subrecipient.

Dated \_\_\_\_\_

by \_\_\_\_\_, County Administrator

## APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

*Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



# **SUWANNEE COUNTY**

## **Administration**

### Executive Summary

Objective:

Approval of appointments to the Value Adjustment Board.

Considerations:

Five appointments need to be considered, two (2) County Commissioners as regular members, one (1) County Commissioner as an alternate, one (1) citizen as a regular member, and one (1) citizen as an alternate.

BOCC Regular Members:

Franklin White  
Travis Land

BOCC Alternate:

Maurice Perkins

Citizen Member:

Betty Bracewell

Citizen Alternate:

Calvin B. (Bo) Hancock

Budget Impact:

N/A

Recommendation:

Respectfully request that the Suwannee County Board of County Commissioners approve the appointments to the Value Adjustment Board.

Respectfully submitted,

Greg Scott,  
County Administrator

Dated: July 5, 2023

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

Authorize County Administrator to award BID 2023-12 Chip Seal Road Surface Treatment to Asphalt Paving Systems, Inc. to use on an as needed basis.

**Considerations:**

BID 2023-12 Chip Seal Road Surface Treatment was opened 6/20/23.

The only respondent was Asphalt Paving Systems, Inc.

Asphalt Paving Services, Inc. is the same company we previously used.

**Recommendation:**

Respectfully request approval to award the bid for the BID 2023-12 Chip Seal Road Surface Treatment on an as needed basis to Asphalt Paving Services, Inc.

Respectfully submitted,

Greg Scott,  
County Administrator



# Administrative Services

13150 80<sup>th</sup> Terrace Live Oak, FL 32060

Greg Scott, County Administrator

**Tabulation Bid No. 2023-12  
CHIP SEAL SURFACE TREATMENT  
Suwannee County, FL**

**Bidders Name:** Asphalt Paving Systems, Inc., Zephyrhills, FL

Primer/Sealer	\$0.65 per square yard
Chip seal double #67 & #89 aggregate	\$5.59 per square yard
Chip seal triple #67, #78 & #89 aggregate	\$8.14 per square yard
Fog seal tight surface	\$0.60 per square yard
Fog seal open surface	\$0.65 per square yard
Mobilization	\$ 3,250.00 per road (not connected)
Maintenance of traffic	\$1,850.00 per day
Regular driveways	\$225.00 per unit
Semi-truck driveways	\$425.00 per unit
Road turnouts	\$375.00 per unit

# **SUWANNEE COUNTY**

## **Administration**

### Executive Summary

**Objective:**

Request bids for installation of Suwannee County Courthouse Generator/ATS with Site Work.

**Considerations:**

Site preparation, along with all associated crafts, to install a new generator to provide emergency power to the Suwannee County Courthouse.

**Budget Impact:**

This is a budgeted item.

**Recommendation:**

Respectfully request Suwannee County Board of County Commissioners to give the authorization to receive bids to perform the outlined work in the bid documentation.

Respectfully submitted,

Dated: July 5, 2023

Greg Scott,  
County Administrator

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:** Request for authorization to piggyback on the agreement for professional services between North Florida Economic Development Partnership (NFEDP) and VisionFirst Advisors.

**Considerations:** NFEDP contracted with VisionFirst Advisors to do a strategic plan for the North FL region. A portion of what VisionFirst Advisors already researched includes Suwannee County. Considering the amount of work that has already been done in the initial project such as interviews, data analysis, identification of target industries, and trend analysis, we feel it would be the best option to contract with VisionFirst Advisors to do Suwannee County's first-ever rural economic development strategic plan. There is no better time to support rural economic vitality and help improve the trajectory of rural growth and the utilization of untapped resources that Suwannee County has to offer. A new agreement between VisionFirst Advisors and Suwannee County will be forthcoming for approval.

**Budget Impact:** This project will be paid for by Economic Development.

**Recommendation:** Approval to piggyback with VisionFirst Advisors.

Respectfully submitted,

Dated:6/26/2023

Jimmy Norris,  
Economic Development Director

**LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP, INC.**

**And**

**VISIONFIRST ADVISORS, LLC**

Pursuant to our proposal, please accept this Letter of Agreement ("Agreement") to work on behalf of the North Florida Economic Development Partnership.

**PARTIES:** This Agreement is effective upon execution and made between VisionFirst Advisors, LLC ("VisionFirst") and North Florida Economic Development Partnership (the "NFEDP").

**SCOPE OF WORK:** The approach to arrive at the final deliverable involves three phases. Details of each phase is included as an attachment to the agreement. It is anticipated, based on our understanding of your needs, the project to take approximately 150 days to complete for Phases I and II.

**PHASE I - WORKFORCE STUDY & STRATEGIC PLAN DEVELOPMENT**

**PLANNING: KICK-OFF**

*Project components to include:*

- Kick-off meeting with Steering Committee.
- Compile and review assets, existing plans and reports.

**COMMUNITY ENGAGEMENT, RESEARCH & BENCHMARKING**

*Project components to include:*

- Compile demographic data and benchmark the region against three similar communities.
- Facilitate and conduct a SWOT and develop subsequent leverage points for moving forward.
- Seek input from partners and other interested parties regarding issues impacting regional workforce challenges and opportunities.
- Demonstrate the economic and competitive impact of talent pipeline challenges if left unaddressed.
- Research and communicate "best practices" in sustainable regional workforce growth strategies.
- Conduct a workforce analysis of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor and Union counties and the region overall.
  - Identify current labor pool
  - Identify labor needs of potential companies

- Identify potential labor pool (draw area)
- Identify current, applicable workforce training programs and those needed to support industry
- Conduct high-level research and data analysis to provide a clear picture of the current situation and future projections.

#### **PLAN DEVELOPMENT**

##### *Project Components to Include:*

- Validate the region's business sectors for future development and identify possible impediments to growth.
- Provide an evaluation of current industrial sites and buildings based on their values to targeted industries. Provide recommendations on the needed improvements to current product and/or develop new product.
- Define the assets that set the county apart from its competitors.
- Develop strategy recommendations utilizing best practices and local data to position the region for success locally, regionally and statewide.
- Formulate performance measures and benchmarks based on the recommended strategies.
- In-person presentation regarding initial research and discovery data as well as initial target issues and key findings.

#### **PHASE II - MARKETING**

##### *Project components to include:*

- Review of the region's brand identity along with recommendations regarding its graphic representation.
- Define and articulate the region's value proposition.
- Prepare high-level talking points for board members to position them to serve as advocates and surrogates for the region's community and economic development efforts.
- Recommend appropriate marketing outreach to target and support business and community development efforts. (*Production costs not included*)
- Recommendations for website improvements.
- *Deliverable:* Develop a 12-month communications strategy and plan with clear and feasible strategies, objectives and suggested metrics.

#### **PHASE III - IMPEMENTATION**

To ensure a smooth and successful implementation of the strategic plan along with marketing and communications components, VisionFirst proposes a three-month retainer to assist staff during the process.

**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 and be assisted by Griff Salmon, Melissa Medley, Nancy Blum-Heintz and other VisionFirst staff. In conjunction with this engagement VisionFirst will not provide legal services to the NFEDP; however, VisionFirst or the NFEDP may retain 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 NFEDP agrees to pay VisionFirst a professional fee of \$105,000.00 for Phase I, inclusive of travel expenses; \$25,000.00 for phase II, inclusive of travel expenses; and for Phase III, a three-month retainer of \$5,000.00 per month, totaling \$15,000.00.

Upon completion of each phase, VisionFirst will begin implementation of the next phase unless the NFEDP notifies VisionFirst in writing to not proceed with the next Phase. At the end of the initial engagement the parties may agree to extend the relationship, which may include but is not limited to revising/expanding VisionFirst's scope of work and/or adjusting the professional fees. Any changes to the initial engagement must be made in writing and signed by both parties.

**INVOICING:** The NFEDP will be billed for professional services by phases to be invoiced as follows:

**Phase I**

Upon execution the NFEDP will be invoiced for \$25,000.00 to begin the engagement. Following that payment invoicing will take place monthly, on the first of the month, for \$20,000 per month over four months. Each invoice will demonstrate progress made on the project including any associated deliverables during the month.

**Phase II**

This component of the project would be billed in addition to the strategic plan at \$25,000 inclusive of expenses upon completion of the plan.

**Phase III**

In consideration for VisionFirst providing professional services for implementation of Phases I and II of the plan, the NFEDP agrees to a professional fee of \$15,000.00. Payment invoicing will take place



monthly, on the first of the month, for \$5,000.00 per month over three months

**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 NFEDP that its parent entity is Butler Snow LLP. NFEDP acknowledges that VisionFirst and its parent NFEDP, Butler Snow LLP, have engagements with many other institutions, companies and individuals, some of which may be competitors of the NFEDP. NFEDP agrees that VisionFirst's and/or Butler Snow LLP's engagement with such a person or entity while also representing the NFEDP does not constitute a conflict of interest, and does not require the NFEDP's consent unless the matter is directly adverse or is substantially related to this engagement. The NFEDP 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 NFEDP. VisionFirst and/or Butler Snow LLP will inform the NFEDP if and when such situations arise, and the NFEDP 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 NFEDP.

**Indemnification:** The NFEDP agrees that it will indemnify, defend and hold harmless VisionFirst and its directors, officers, shareholders, agents and employees from and against any and all liabilities, claims, losses, judgments, damages and/or expenses (including reasonable attorneys' fees and expenses as well as settlement costs) that occur during or arising out of the performance of this Agreement. In the event that a court enters judgment against VisionFirst related to the terms or provisions of this Agreement, the NFEDP agrees that the total liability of VisionFirst shall, under no circumstances, exceed the fees paid by the NFEDP in the one month preceding the claim. The NFEDP further agrees that neither VisionFirst nor any of its employees, directors, agents, representatives or controlling persons shall have any liability to the NFEDP, its employees, directors, shareholders, officers, representatives, or controlling persons or third parties arising out of or related to the terms or provisions of this Agreement.

**ATTORNEYS' FEES:** In the event litigation or other proceedings arise regarding this engagement and VisionFirst is subpoenaed or otherwise requested to testify, disclose documents and materials or otherwise contribute to or be involved with such proceeding, the NFEDP agrees to pay for VisionFirst's reasonable attorney's fees and costs irrespective of whether VisionFirst is named party to such litigation. VisionFirst shall have the right to designate and to choose its own counsel. This paragraph shall survive the termination of this Agreement.

**RENEWAL & EXTENSION:** This Agreement can be renewed and extended upon notice by either Party to the other and upon agreement in writing of both, beyond the set termination date on a month-to-month basis commencing on the first day following the previous contractual 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 NFEDP 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 AND ARBITRATION OF DISPUTES:** In the event any dispute arising out of or relating to this agreement cannot be resolved amicably between the parties the parties shall endeavor first to resolve any such disputes by mediation under the Mediation Procedure of the CPR Institute for Dispute Resolution. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration in Florida by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. You should understand that by agreeing to this provision for mediation and arbitration, you are giving up your right to file a lawsuit in a court to resolve any dispute with VisionFirst.

**CONFIDENTIALITY:** VisionFirst recognizes that during our representation, VisionFirst may become aware of non-public information, practices or policies, which the NFEDP wishes to keep confidential. VisionFirst agrees to maintain the confidentiality of any such information the NFEDP 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.

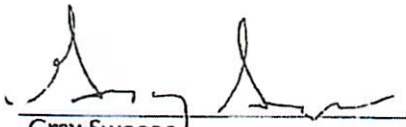
**COUNTERPARTS; FACSIMILE SIGNATURES:** This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. 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.

Mr. Jeff Hendry  
September 24, 2018  
Page 6

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

**VISIONFIRST ADVISORS, LLC**

**NFEDP**

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

By:   
\_\_\_\_\_  
Darryl Register, Chairman  
NFEDP

Date: 9/24/2018

Date: 9/24/2018

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

**Legislative and appropriations update by Mike Grissom.**

# PROCLAMATIONS AND PRESENTATIONS



Presentation of Home Rule Community Resolution by Moses Clepper,  
Representative of the American Patriots.

## **Mandy Frederickson**

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**From:** Moses Clepper <moefixit@aol.com>  
**Sent:** Tuesday, June 27, 2023 2:41 PM  
**To:** Greg Scott; Mandy Frederickson  
**Subject:** Re: Revised, Home Rule Community Resolution for Suwannee County, FL

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

There was a typo in the previous copy. The following should be correct:

### **Community Resolution for Suwannee County, FL**

**A RESOLUTION RELATING TO THE USA PATRIOT ACT (PUBLIC LAW 107-56), THE USA FREEDOM ACT, THE FLORIDA PATIENT'S BILL OF RIGHTS, THE CONSTITUTION OF THE STATE OF FLORIDA, THE BILL OF RIGHTS AND THE CIVIL LIBERTIES, PEACE AND SECURITY OF THE CITIZENS OF OUR COUNTRY AND THE WORLD**

**BE IT RESOLVED BY THE COUNTY OF SUWANNEE:**

**WHEREAS, the County of Suwannee recognizes the Constitution of the United States as the governing law of the land and the Bill of Rights as guaranteeing inalienable rights of Americans, including the freedoms of religion, speech, the press, assembly, privacy, and petitioning the Government for redress of grievances; and**

**WHEREAS, each of the County's duly elected public servants has sworn to defend and uphold the United States Constitution and the Constitution of the State of Florida; and**

**WHEREAS, the County of Suwannee denounces and condemns all acts of terrorism, wherever occurring; and**

**WHEREAS, any new security measures resulting from the attacks against the United States that occurred on September 11, 2001 should be carefully designed and employed by federal, state and local governments to enhance public safety without infringing on the civil liberties and rights of innocent citizens of the County of Suwannee, the nation, or the world; and**

**WHEREAS, certain provisions of the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001", also known as the USA PATRIOT**

Act, the USA Freedom Act, as well as several executive orders, allow the federal government to conduct surveillance on and detain citizens of the County of Suwannee, the nation, and the world.

NOW, THEREFORE, BE IT RESOLVED that the County of Suwannee affirms its strong objection to terrorism, but also affirms that any efforts to end terrorism not be waged at the expense of the fundamental civil liberties, rights, and freedoms of the people of the County of Suwannee, the United States, or the world;

BE IT FURTHER RESOLVED that it is the policy of the County of Suwannee to object to any portion of the USA PATRIOT Act, USA Freedom Act or other Act, order or measure, that would violate the rights and liberties guaranteed equally under state and federal constitutions; and

BE IT FURTHER RESOLVED that, in accordance with the state and federal constitutions, the County of Suwannee objects to actions which violate due process [Fifth Article of Bill of Rights] and right to privacy [Fourth Article of Bill of Rights] without probable cause;

BE IT FURTHER RESOLVED that the County of Suwannee is objects to the collection or maintenance of information about the political, religious, medical or social views, association, or activities of any individual, unless the information directly relates to an investigation of criminal activities based on probable cause, not mere suspicion of criminal conduct; and

BE IT FURTHER RESOLVED that the County of Suwannee objects to any mandated medical treatments, or "quarantine camps", and endorses the right of each citizen to refuse medical treatments.

BE IT FURTHER RESOLVED that the County of Suwannee implores the United States Congress to repeal any provision of the USA PATRIOT Act, USA Freedom Act or other measures that infringe on civil liberties, and objects to any pending and future legislation that similarly infringe on civil rights and liberties.

PROPOSED by Commissioner \_\_\_\_\_

SECONDED by Commissioner \_\_\_\_\_

PASSED and ADOPTED this \_\_\_th day of July, 2023.

[Sent from AOL on Android](#)

On Mon, Jun 26, 2023 at 1:40 PM, Moses Clepper  
<moefixit@aol.com> wrote:

Mr Scott, Ms Mandy,

Please add the following Revised Proposal to the next BOCC Meeting Agenda.

Thanks,  
Moses Clepper

# **SUWANNEE COUNTY**

## **Administration**

### **Executive Summary**

**Objective:**

**Presentation of Visit Suwannee's new marketing campaign assets by Jimmy Norris and Charissa Setzer.**

**Respectfully submitted,**

**Dated: July 5, 2023**

**Jimmy Norris,  
Economic Development Director**



**SUWANNEE COUNTY**

County Attorney  
Executive Summary

Objective:

Enact a Resolution Giving the County Administrator Authority to Negotiate with Landowners to move forward with County Projects


Considerations:

- At the regular meeting on June 20, 2023, the BOCC gave guidance on how it would like the County Administrator to have authority to settle with landowners for projects in lieu of moving forward with eminent domain proceedings.
- The proposed resolution authorizes the County Administrator to hire a land acquisition agent to negotiate on the county's behalf
- The County Administrator's settlement authority is limited to his spending authority

Recommendation

- Enact the proposed resolution to allow negotiations to proceed o/b/o Suwannee County for various projects.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Adam Morrison", with a long horizontal flourish extending to the right.

Adam Morrison  
County Attorney

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

**A RESOLUTION RECOGNIZING THE AUTHORITY OF THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO NEGOTIATE AND BIND THE COUNTY FOR ACQUISITION OF REAL PROPERTY OR INTERESTS IN REAL PROPERTY**

WHEREAS Chapter 127, Florida Statutes grants the power of eminent domain to Florida Counties, including Suwannee County by and through its Board of County Commissioners, and:

WHEREAS county projects should move forward as expediently as possible, and:

WHEREAS it is cost effective to negotiate with landowners prior to the initiation of eminent domain proceedings, and:

WHEREAS it is not practicable for the Board of County Commissioners to negotiate with each property owner, and:

WHEREAS the authorized agent(s) of the Board of County Commissioners should have actual authority to negotiate and bind the County in acquiring real property or interests in real property, and:

WHEREAS a resolution is necessary to delegate to an authorized agent the power to negotiate with landowners and bind the county.

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

1) When a county project, plan or other situation as may arise (collectively "project") which may require the use of the County's eminent domain powers is at such a stage as the interests in real property which are required to be obtained to complete the project are readily identifiable, the County Attorney shall notify the County Administrator.

2) Once notified by the County Attorney per paragraph 1, the County Administrator or his designee is authorized to negotiate with the landowner to acquire the real property or interest in real property called for by the project.

3) The County Administrator may hire a land acquisition agent to be his designee in negotiating with property owners. All final negotiations between a land acquisition agent and a property owner shall be approved by the County Administrator.

4) Without further approval by the Board of County Commissioners, the County Administrator or his designee may negotiate and enter into a settlement with the property owner on behalf of Suwannee County up to \$15,000.00. This negotiation limit shall be co-extant with the independent spending authority of the County Administrator and shall be raised or lowered with said spending authority.

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

5) Any acquisition of real property or interest in real property which requires a settlement more than \$15,000.00 or the County Administrator's spending authority, whichever is less, must be approved by the Board of County Commissioners.

6) No action taken by the County Administrator or his designee pursuant to this resolution shall be construed as presuit negotiation as required by Florida Statute § 73.04 or its successors.

7) All resolutions or portions of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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****Administration**

## Executive Summary

**Objective:** Establishment of new solid waste assessment Rates.

**Considerations:** Review of data from the current year and the forecasted rates for the new 2023-24 year.

<b>Current</b>	<b>Forecast</b>				
<b>Rate</b>	\$225	\$225	\$245	\$250	\$260
<b>Total Rev.</b>	\$5,272,832	\$5,317,897	\$5,630,297	\$5,708,397	\$5,864,597
<b>Est. Op Exp.</b>	\$5,123,144	\$5,998,556	\$5,998,556	\$5,998,556	\$5,998,556
<b>End Bal. ov. Exp</b>	<b>\$149,688</b>	<b>-\$530,971</b>	<b>-\$218,571</b>	<b>-\$140,471</b>	<b>\$15,729</b>

**Recommendation:** Approval to set the rate for the residential solid waste assessment at a fee of no less than \$225.00

Respectfully submitted,

Greg Scott,

County Administrator



# SUWANNEE COUNTY

Item No. 15

## Administration

### Executive Summary

**Objective:** Establishment of new fire assessment Rates.

**Considerations:** Review of data from the current year and the forecasted rates for the new 2023-24 year.

Current	Forecast				
Rate	\$120	\$120	\$125	\$130	\$145
Total Rev.	\$2,578,788	\$2,664,209	\$2,753,981	\$2,873,055	\$2,235,900
Est. Op Exp.	\$2,898,816	\$3,023,291	\$3,023,291	\$3,023,291	\$3,023,291
End Bal. ov. Exp	<b>-\$320,028</b>	<b>-\$359,081</b>	<b>-\$269,309</b>	<b>-\$150,235</b>	<b>\$186,969</b>

**Recommendation:** Approval to set the rate for the residential solid waste assessment at a fee of no less than \$120.00

Respectfully submitted,

Greg Scott,

County Administrator



# CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

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# **PUBLIC CONCERNS AND COMMENTS**



# ADMINISTRATOR'S COMMENTS AND INFORMATION



# **BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS**

