

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

TENTATIVE AGENDA FOR JUNE 20, 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 6, 2023 – Professional Engineering Services Tabulation
 - b) June 6, 2023 – Regular Board Meeting

CONSENT:

2. Approval of payment of processed invoices.
3. Acceptance of a \$25,000 Economic Development grant award from Duke Energy.
4. Approval of Release and Satisfaction of Lien Agreement with Terry and Angela Herron, State Housing Initiative Partnership Program clients.
5. Approval of Interlocal Agreement between the Town of Branford and Suwannee County for Floodplain Management.

6. Approval of amendments to Suwannee County Personnel Rules & 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 of the and adoption of enabling Resolution.
7. Authorization to purchase CAT 930-wheel loader from Ring Power in the amount of \$60,000 for the Transfer Station and authorization to auction older unit with Ritchie Brothers.
8. Authorization to advertise a Request for Proposals for the buyout and replacement of dump trucks.
9. Authorize County Administrator to award Request for Proposals No. 2023-07 to Fred Fox Enterprises, Inc. for Grant Administration of Community Development Block Grant.
10. Authorization for the County Administrator and County Attorney to negotiate with the highest-ranked firm for Professional Engineering Services associated with the design for the widening and resurfacing of existing lanes of CR49 from CR 252 to US 90.

TIME-SPECIFIC ITEMS:

11. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **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. (Ronald Meeks, Development Services Director)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

12. Discuss, with possible Board action, Final Plat approval of the Replat of Duke's Place Subdivision. (Ronald Meeks, Development Services Director)
13. Discuss, with possible Board action, establishing a sale price of surplus property located on 10th Terrace, Parcel ID No. 04-01S-12E-09421-180490. (Greg Scott, County Administrator)
14. Discuss, with possible Board action, the purchase of property for economic development. (Greg Scott, County Administrator)
15. **Additional Agenda Items.** The Chairman calls for additional items.
16. 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.)
17. Administrator's comments and information.
18. Board Members Inquiries, Requests, and Comments.

NOTE:

The Suwannee County Board of County Commissioners will hold its first meeting for the month of July on Wednesday, July 5, 2023, at 5:30 p.m. The meeting will be held in the Judicial Annex Building, 218 Parshley Street Southwest, Live Oak, Florida.

June 1, 2023
Professional Engineering Services
Tabulation Meeting
Airport Conference Room
Live Oak, Florida

2:00 p.m.

The Bid Review Committee met on the above date and time for a meeting. Present were Shannon Roberts, County Digital Content Specialist; Eddie Hand, Public Safety Director; Willie Willis, County Inspector; Paula Pennington, County Administration; and Eric Musgrove and Logan Woods, Deputy Clerks.

Ms. Pennington opened the meeting at 2:02 p.m.

The purpose of this meeting was to rank firms that responded to the County’s Request for Quotes associated with Professional Engineering Services (RFQ No. 2023-11) by the Bid Review Committee, consisting of Mr. Roberts, Mr. Hand, and Mr. Willis.

The Bid Review Committee submitted their individual rankings for RFQ No. 2023-11 to the deputy clerks for final tabulation.

Deputy Clerks Musgrove and Woods determined that based upon the final tabulations for RFQ No. 2023-11, Brian Pitman was the highest-ranked company with a score of 287; John Locklear was the next-highest with a score of 280; followed by George and Associates Consulting Engineers at 278; North Florida Professional Services at 276; and William Menadier as the lowest-scored at 261.

There being no further business to discuss, the meeting adjourned at 2:07 p.m.

_____, 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. Keith Gentry, County Finance Director; Logan Woods, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman White called the meeting to order at 5:33 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 May 16, 2023 Regular Board meeting.

Commissioner Hale moved to approve the minutes of the May 16, 2023 Regular Board meeting.

Commissioner Perkins seconded, and the motion carried unanimously.

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 the second of two public hearings to consider the adoption of an ordinance regarding LDR 23-03, an application by the Board of County Commissioners to amend Section 5.24 of the Land Development Regulations regarding the use of subdivided lots when a property is reduced in size due to a government taking.

Chairman White opened the public hearing.

County Attorney Morrison swore in those wishing to speak.

Development Services Director Ronald Meeks briefly rediscussed the application that was presented at the prior meeting, the LDR section to be amended, and need for the amendment. He noted the current subdivisions that would benefit from the change, specifically the lots around the 180th Bridge Street reconstruction area that had been reduced in size due to easement acquisitions. Director Meeks added that the Planning and Zoning Board had recommended the application for adoption and then entered the file into the record. County Attorney Morrison accepted the file as Composite Exhibit 1.

Chairman White opened the floor to public comments.

David LaCroix, 7501 180th Street, McAlpin, one of the property owners affected by the 180th Street Bridge reconstruction, stated he was in favor of the LDR amendment.

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

Commissioner Land moved to approve an ordinance regarding LDR 23-03, an application by the Board of County Commissioners to amend Section 5.24 of the Land Development Regulations regarding the use of subdivided lots when a property is reduced in size due to a government taking. Commissioner Mobley seconded, and the motion carried unanimously. (Ordinance No. 2023-06)

Chairman White close the public hearing and returned to consent items.

CONSENT:

Items seven and eight were pulled for discussion.

The second item on the agenda was to approve payment of \$4,757,386.75 in processed invoices.

The third item on the agenda was approval of a change order with Mowrey Elevators to include a Performance Bond with Suwannee County Agreement No. 2023-41 in the amount of \$6,270 for elevator modernization. **(Agreement No. 2023-41-01)**

The fourth item on the agenda was approval to hold Budget Workshops on Wednesday, August 2, and Thursday, August 3, 2023, beginning at 9:00 a.m. each day. The workshops will be held at the Judicial Annex Building, 218 Parshley Street SW, Live Oak, FL.

The fifth item on the agenda was approval to hold a joint workshop with the Suwannee County School Board on Wednesday, July 12, 2023, at 5:30 p.m. to discuss redistricting. The workshop will be held in the District School Board meeting room, 1740 Ohio Avenue, South, Live Oak, FL.

The sixth item on the agenda was approval of an Interlocal Agreement between the State Attorney's Office, Third Judicial Circuit, and Suwannee County for services associated with County ordinance prosecution for the County. **(Agreement No. 2023-60)**

The seventh item on the agenda was approval of an amendment to Section 3.13 of the Personnel Rules and Regulations to include Suwannee County Employee Restroom and Changing Room Use Policy, and adoption of an enabling resolution.

This item was pulled for discussion.

The eighth item on the agenda was authorization to extend the CR 137 waterline south of I-10 and award a change order to Music Construction to complete the work. Budget impact: \$108,675 to be funded from ARPA funds.

This item was pulled for discussion.

The ninth item on the agenda was authorization to advertise for bids for chip seal road surface treatment.

The tenth item on the agenda was to declare Ring Power a sole source provider, authorize the purchase of, and authorize Finance to release payment for, a 2019 Chevy 6500 Mechanic Truck for the Road Department. Budgeted item.

Commissioner Land moved to approve consent items 2-6, 9, and 10. Commissioner Hale seconded, and the motion carried unanimously.

The seventh item on the agenda was approval of an amendment to Section 3.13 of the Personnel Rules and Regulations to include Suwannee County Employee Restroom and Changing Room Use Policy, and adoption of an enabling resolution.

County Attorney Morrison discussed the recent legislative change that required political subdivisions to have a policy in place designating that County employee restroom and changing rooms were to be used according to a person's assigned gender at birth. This policy was required by State Statute and had to be enacted by July 1.

Discussion ensued on the policy change and types of restrooms affected.

Commissioner Land moved to approve an amendment to Section 3.13 of the Personnel Rules and Regulations to include Suwannee County Employee Restroom and Changing Room Use Policy, and adoption of an enabling resolution. Commissioner Perkins seconded, and the motion carried unanimously. (Resolution No. 2023-24)

The eighth item on the agenda was authorization to extend the CR 137 waterline south of I-10 and award a change order to Music Construction to complete the work. Budget impact: \$108,675 to be funded from ARPA funds.

Commissioner Mobley recused himself from voting due to a conflict of interests.

Chairman White discussed the extension, easement in the area, and reason for the change order.

Commissioner Hale moved to approve extension of the CR 137 waterline south of I-10 and award a change order to Music Construction to complete the work. Budget impact: \$108,675 to be funded from ARPA funds. Commissioner Perkins seconded, and the motion carried 3-1 with Commissioner Land opposed and Commissioner Mobley abstaining. (Agreement No. 2022-38-02)

CONSTITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Fire Chief Eddie Hand gave an update on the interfacility transfer changes, adding that the transition to other agencies was already underway. Chief Hand also asked for prayers for one of their volunteer firemen who had recently lost his son.

Chairman White congratulated Economic Development Director Jimmy Norris on his recent election as chairman of the North Florida Economic Development Partnership.

Director Norris discussed various updates including a recent meeting with NFEDP, upcoming legislative changes, broadband and related co-ops, sites inventory program, Rural County Days, the Destination Florida marketing summit, and ChatGPT. He also thanked Charissa Setzer for her work. Director Norris then discussed in much detail the process behind and awarding of a Federal grant to Suwannee County from the Rural Infrastructure Fund in the amount of \$9.6 million for water and wastewater plants and utility extensions/collection lines. There was roughly \$15 million left of the grant money to award to various counties, but only water and wastewater-related projects were eligible, and Suwannee County had been awarded the majority of the funding. Director Norris pointed out this was in addition to the \$9 million grant received previously and other smaller grants.

He thanked all those involved in obtaining the grant and discussed the close work between different County departments to submit the grant application.

Shannon Roberts, Ron Meeks, Charissa Setzer, and Commissioner Hale discussed the grant and how helpful it was for future businesses entering the County.

The Commissioners thanked everyone for their hard work regarding the grant.

Parks and Recreation Director Jason Furry discussed Little River Springs' recent fee implementation, upcoming baseball tournaments, and summer camps.

Commissioner Land commented on baseball field expansion.

Greg Bailey, North Florida Professional Services (NFPS), discussed collection of data for a master plan study at the waster/wastewater site area and updated on various County projects.

Ryan Asmus, NFPS, also updated on the various transportation projects around the County.

Discussion ensued on grants and a recent utility meeting involving several surrounding counties.

Chairman White asked for consensus from the Board to continue participating in discussions with other counties regarding a potential regional utility group.

The Board agreed by consensus for Chairman White to continue discussions with other counties.

Discussion ensued on hiring a joint water/wastewater plant inspector that would be jointly funded by and work for several counties.

PROCLAMATIONS AND PRESENTATIONS:

The twelfth item on the agenda was a local recognition.

Commissioner Land recognized Suwannee County student Audrey Feltner for her team's recent win as the national champion in a twirling competition and for her individual win as runner up for a solo

performance. He added that Audrey would compete at the world championship in England and presented her with a certificate of achievement.

The Commissioners all congratulated Audrey and paused to take pictures.

Chairman White recognized Director Furry for 30 years of working for the County.

The Commissioners and County Administrator Scott thanked Director Furry for his work, commended him on his service, and paused again for photos.

COMMISSIONERS ITEMS:

Commissioner Land read an article published earlier in the day about United States Army Corporal Alton Christie, a soldier from Jasper (Hamilton County) presumed killed in battle during the Korean War and whose remains had been recently identified. Those remains were returned to Jasper and buried with full military honors earlier in the day.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison had nothing to discuss.

GENERAL BUSINESS:

The thirteenth item on the agenda was Additional Agenda Items.

There were none.

The fourteenth item on the agenda was public concerns and comments.

Wayne Hannaka, 11883 93rd Road, Live Oak, noted that Senator Simon and Representative Schoaf would be in town on June 15th for a ribbon cutting at the Chamber of Commerce and a legislative briefing. He thanked Fire-Recue for their response and assistance during his recent health scare.

Wesley Wainwright, 16672 129th Road, McAlpin, discussed Earl Mills, another local soldier, who survived various battles in World War II. Mr. Mills was recently awarded the French version of the American Medal of Honor.

Jeanne Evans, 25268 97th Drive, discussed her concern over a property owner running a paint shop down the road from her. In addition to the poor state of the property, she questioned the legitimacy of the business and disposal methods. Ms. Evans stated she had filed a complaint with the Code Enforcement office, but nothing had been done.

Discussion ensued on Ms. Evans' concerns and whether anything was being done about the issue.

Director Meeks stated that the complaint to which Ms. Evans was referring was an active code violation and that he had seen the photos taken of the violations during the initial inspection. He reiterated it was an active violation, but the process of code enforcement was not as expedient as some would like, due to statutes and the time allowed landowners to get their property into compliance once a violation had been established. Director Meeks added that Code Enforcement Officer Robin Crespo had met with the landowners regarding the violations and then gave an overview of the investigative process between initial inspection and remedy of the violation.

Discussion ensued on the code enforcement process.

Larry Comanic, 9786 254th Terrace, O'Brien, also voiced his concerns with the violations, noting the number of mobile homes on the property.

County Attorney Morrison commented on how hard-working Code Enforcement Officer Robin Crespo was in his enforcement duties. He further discussed remediation of code enforcement violations.

Moses Clepper, 14581 102nd Path, was concerned with lack of backup documentation for various agenda items and reminded the Board of a resolution proposed by the American Patriots group in April.

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

County Administrator Scott discussed local landfills and agenda items for the upcoming workshop.

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

Commissioner Perkins commented on Memorial Day and thanked veterans for their service. He also thanked those who contributed donations for Douglass Center equipment and read a card from a citizen thanking the Commissioners for their work.

Commissioner Mobley also thanked veterans and asked for prayers for various families.

Commissioner Land again congratulated Ms. Feltner and also asked for prayers for families. He noted the June 15th meeting with Representative Schoaf and Senator Simon and commented on the grant.

Commissioner Hale echoed other Commissioners' comments, spoke on the need for responsible County growth, and thanked road employees for their work.

Chairman White congratulated the Branford Girls Softball team and thanked County staff.

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

There being no further business to discuss, the meeting adjourned at 7:16 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

Economic Development

Executive Summary

Objective: Accept the \$25,000 Economic Development grant award from Duke Energy

Considerations: With the funds from the Duke Energy Foundation Economic Development Grant Program, the Economic Development office is collaborating with Retail Strategies, LLC to create and implement a tailored retail recruitment strategy and implement that plan to recruit desirable businesses to viable sites. There is no official grant agreement because Duke Energy operates differently than a state agency.

Budget Impact: \$25,000 grant for Suwannee County Economic Development.

Recommendation: Accept the grant award from Duke Energy.

Respectfully submitted,

Dated: June 13, 2023

Jimmy Norris,
Economic Development Director

Charissa Setzer

From: Samuel, Peveeta Devi
Sent: Friday, June 9, 2023 2:34 PM
To: Charissa Setzer
Subject: Duke Energy Economic Development Grant next steps

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

Hi Charissa -

Congratulations again on being awarded a 2023 Duke Energy Economic Development grant!

As discussed, your grant is ready for payment processing. Please submit your invoice to me for \$25,000 by **Monday, June 26** by following the instructions below. The grant funds should be received by mid-July.

Information for invoice:

Purpose: 2023 Duke Energy Economic Development strategy, marketing and/or research grant

Contact information:

Peveeta Samuel
Duke Energy Economic Development
299 1st Ave. N, DEF-163
St. Petersburg, FL 33701

You'll also receive an email from my colleague, Lisa Rain, within the next couple of weeks with a Communications Toolkit with details on how we can partner to announce your grant.

Please let me know if you have any questions.

Thank you!

Peveeta Samuel
Senior Manager, Programs and Compliance
Duke Energy Economic Development
299 1st Ave. N, DEF-163
St. Petersburg, FL 33701

Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials and agencies regarding State or Local business are public records available to the public and media upon request. Your email communications, including your email address, may therefore be subject to public disclosure.
Confidentiality Notice: This message and any attachments are for the sole use of the intended recipient(s) and may



Suwannee River Economic Council, Inc.

**Post Office Box 70
Live Oak, Florida 32064**

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

June 5, 2023

Mr. Greg Scott
Suwannee County Manager
13150 80th Terrace
Live Oak FL 32064

RE: SHIP Payoff for Terry Herron

Dear Mr. Scott:

Enclosed is check #15985 from Hill Law Associated dated May 30, 2023, made payable to Suwannee County SHIP in the amount of \$5,400 for the above SHIP client. The original lien in 2015 was for \$18,000. The property is being sold in the eighth (8th) year of the SHIP Lien Agreement, and thus only 30% of the lien amount is required to be repaid. A copy of the original SHIP Lien Agreement is enclosed for reference.

You will note the SHIP Lien Agreement was mistakenly for Columbia County instead of Suwannee County. To correct this Columbia County has executed an Assignment of Lien (also enclosed) which will be recorded by Hill Law and Title at the same time as the executed Release of Lien from Suwannee County.

If approved by the County's Board of County Commission, please execute and return the enclosed Release of Lien Agreement to SREC, and deposit the enclosed check into the County's SHIP Trust Fund Account for future use.

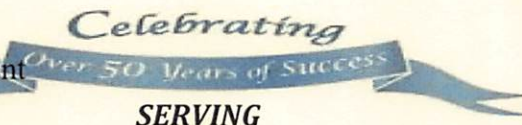
If you have any questions please call Stephanie Barrington, SHIP Director, at extension *242.

Sincerely,

Matt Pearson, Executive Director
MP/sb

Enclosure

c: SREC Finance Department
SHIP Client File



BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs

Prepared by and return to:
Dana E. Hill, Esquire
Hill Law & Title, PLLC
230 Court Street SE
Live Oak, FL 32064
386-362-1900
File Number: 23-241

[Space Above This Line For Recording Data]

RELEASE AND SATISFACTION OF LIEN AGREEMENT UNDER
STATE OF FLORIDA HOUSING INITIATIVES PARTNERSHIP PROGRAM

KNOW ALL MEN BY THESE PRESENT:

That SUWANNEE COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida, the holder of a lien agreement under State of Florida Housing Initiatives Partnership Program given by **Terry L. Herron and Angela C. Herron, husband and wife**, to COLUMBIA COUNTY, FLORIDA on August 7, 2015, recorded in Official Record Book 1877, page 69, public records of Suwannee County, Florida, and given to secure the sum of \$18,000.00 and thereafter assigned to SUWANNEE COUNTY, FLORIDA as recorded in Official Record Book _____, page _____, all in the public records of Suwannee County, Florida, hereby acknowledges full satisfaction of said lien agreement on the following described property situate, lying and being in Suwannee County, Florida, to wit:

AS DESCRIBED IN SAID LIEN AGREEMENT

WHEREAS, Terry L. Herron and Angela C. Herron, husband and wife, has paid to Suwannee County, Florida, the sum of \$5,400.00 for reimbursement and repayment of funds paid to or for the benefit of the assistance in the purchase of the above described property.

NOW, THEREFORE, SUWANNEE COUNTY, FLORIDA, in consideration of the sum of \$5,400.00 hereby acknowledges Terry L. Herron and Angela C. Herron, husband and wife has fulfilled the legal requirements of the S.H.I.P. Program, Suwannee County, FL, hereby releases said lien agreement and discharges the same of record.

IN WITNESS WHEREOF, SUWANNEE COUNTY, FLORIDA, has caused these presents to be executed this _____ day of _____, 2023.

SUWANNEE COUNTY, FLORIDA

BY: _____
Franklin White, Chairman
Board of County Commissioners

ATTEST:

Barry Baker
Clerk of Court

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing release and satisfaction of Lien Agreement Under State of Florida Housing Initiatives Partnership Program was acknowledged before me this _____ day of _____, 2023, by Franklin White, Chairman of Board of County Commissioners and Barry Baker, Clerk of Court, Suwannee County, Florida, who are personally known to me.

(NOTARIAL SEAL)

Notary Public

Prepared by and return to
DW Johnson

REALTY TITLE, INC.
35 KNIGHT BOXX ROAD #2
ORANGE PARK, FL 32065

**LIEN AGREEMENT UNDER STATE OF FLORIDA
HOUSING INITIATIVES PARTNERSHIP PROGRAM**

THIS INDENTURE, Made this 7th day of August, 2015, between Terry L. Herron and Angela C. Herron, his wife whose residence address is 1615R 144th St., Live Oak, FL 32060 and whose mailing address is PO Box 93, Live Oak, FL 32064 and whose Social Security Number is n/a hereinafter called the "Owner" ("Owner" refers to singular or plural as the context requires), and COLUMBLA COUNTY, FLORIDA, a political subdivision existing under the laws of the State of Florida (Federal ID No. 59-6000564), whose post office address is c/o Clerk of the Circuit Court, P. O. Box 1529, Lake City, Florida 32056, hereinafter called "County"; WITNESSETH:

WHEREAS, the State of Florida through County has made available to Owner under the State Housing Initiatives Partnership Program, Chapter 420, part VIII, Florida Statutes, and Columbia County Ordinance No. 93-4, hereinafter referred to jointly as "SHIP", funds to be used in the purchase of newly constructed or rehabilitation of housing for families and individuals of low and moderate income; and

WHEREAS, the funds may not be used to produce windfall profits to Owner from the sale, rental, gift or improper use of properties assisted with such funds.

NOW, that for good, valuable, and adequate consideration, and also in consideration of the aggregate sum named in the promissory note hereinafter described, the Mortgage does hereby confirm, alien, mortgage, pledge, encumber, collaterally assign and grant a lien and security interest to and in favor of the Mortgage, the property of which the Mortgage is now seized and possessed and in actual possession, situate in Columbia County, State of Florida, (hereinafter referred to as the "property" or the "premises" or the "mortgaged premises"), described as follows, to-wit:

The East 1/2 of the West 2/3 of the Northeast 1/4 of the Northeast 1/4 of Section 35, Township 3 South, Range 12 East, Suwannee County, Florida.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, hereinafter referred to as "Property", and the said Owner does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

Owner hereby acknowledges covenants and agrees to and with County as follows:

1. *SHIP funds in the amount of Eighteen Thousand and no/100 Dollars (\$ 18,000.00) have been provided to or for the benefit of the Owner to assist in the purchase/rehabilitation of the Property, the receipt whereof is hereby acknowledged by the Owner. The funds are provided as a ten (10) year non-interest bearing loan to be forgiven subject to the provisions of this agreement.*

2. *Owner shall occupy the Property as Owner's principal residence for a minimum period of ten (10) years from the date of this instrument.*

3. *If, within the period of ten (10) years immediately following the date of this instrument, the Property shall be sold, transferred or otherwise disposed of or if the Owner shall die, Owner, Owner's estate or the person or persons acquiring any title or interest in the Property shall pay to the County that percent of said financial assistance provided to Owner under the SHIP program to be determined as follows:*

**IF PROPERTY IS SOLD, TRANSFERRED
OR OTHERWISE DISPOSED OF OR IF**

**OWNER SHOULD DIE AT ANYTIME
DURING THE:**

**PERCENT OF FINANCIAL ASSISTANCE
TO BE REPAID TO COUNTY:**

<i>First year</i>	<i>100 Percent</i>
<i>Second year</i>	<i>90 Percent</i>
<i>Third year</i>	<i>80 Percent</i>
<i>Fourth year</i>	<i>70 Percent</i>
<i>Fifth year</i>	<i>60 Percent</i>
<i>Sixth year</i>	<i>50 Percent</i>
<i>Seventh year</i>	<i>40 Percent</i>
<i>Eighth year</i>	<i>30 Percent</i>
<i>Ninth year</i>	<i>20 Percent</i>
<i>Tenth year</i>	<i>10 Percent</i>
<i>After 10 years</i>	<i>0 Percent</i>

Transfer means any conveyance of the Property or any interest therein, voluntary or involuntary, transfer by reason of death of Owner, or delivery of possession of the Property for occupancy by one other than the Owner whether by oral agreement or contract for deed, lease, rental agreement or otherwise; provided, however, if illness of the Owner should make it impossible for the Owner to reside on or care for the Property, then the Owner may rent or lease the Property, but only with written consent of and upon the terms and conditions imposed by the SHIP Loan Committee.

The County may forgive any of the SHIP assistance should there be insufficient net proceeds derived from a good faith sale of the Property at market value during the ten (10) year period following the date of this agreement upon approval of the SHIP Loan Committee. "Net proceeds" is defined as the amount remaining after all private debt is repaid.

4. Paragraph 3 of this agreement regarding transfer of the subject Property shall not apply to a transfer from the Owner to the Owner's spouse; but if transferred to an Owner's spouse, the agreements contained herein shall run with title to the land and, thereafter, be applicable to any transfer made by the transferee's spouse; the time period for reimbursement to the County as set forth herein shall be computed from the date of this agreement.

5. The Owner shall promptly pay all taxes, assessments and encumbrances of every nature now on the Property or that hereafter may be imposed when due and payable according to law and before they shall become delinquent.

6. To place and continuously keep the improvements on the Property insured against loss or damage by fire and other hazards included within the term "extended coverage" in the usual, standard policy form in a sum not less than full insurable value and County shall be named in the policy as a loss payee as its interest may appear.

7. To maintain the Property in good condition and not permit or suffer any waste, impairment or deterioration of said Property.

8. If the Owner shall become in default under any provision in this lien agreement for a period of thirty (30) days, then, at the option of County, Owner shall immediately pay to County, without demand, the same amount that Owner would become obligated to pay to County upon sale or conveyance of the Property to be determined in accordance with the provisions of paragraph 3 hereof. Upon default, the amount payable shall immediately become due and payable and interest shall accrue thereon at the rate of twelve percent (12%) per annum until both the principal and interest shall be paid in full.

9. If this lien agreement is made subject to a prior lien on the Property, then Owner covenants and agrees that Owner will not make any future advances under said prior lien without the written consent of the SHIP Loan Committee.

10. If the Owner should become in default in the performance of this lien agreement, Owner agrees to pay all cost, including reasonable attorneys' fees, whether suit be brought or not,


if counsel be employed to collect this obligation or to protect the security thereof, including all costs and attorneys' fees incurred on appeal. The amount of accrued interest, court costs and attorneys' fees payable to County shall be determined by a court of competent jurisdiction, and not by jury, and shall be taxed as costs to be paid by the Owner.

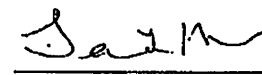
11. This instrument shall be recorded in the office of the Clerk of the Circuit Court in the county where the Property is located and shall be a lien upon Owner's Property described hereinabove. This agreement shall be binding upon the heirs, devisees, successors and assigns of the Owner.

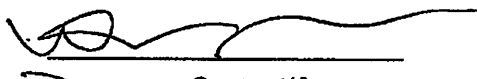
12. If this agreement shall not be released by written instrument of County at an earlier date, this agreement shall automatically expire ten (10) years from date hereof and no further claim shall be made hereunder.

IN WITNESS WHEREOF, Owner has executed this instrument under seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:


Douglas W. Johnson
(Print or type witness' name)


Terry L. Herron (SEAL)

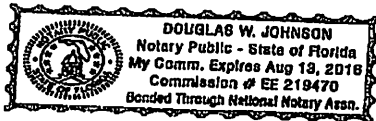

Diane G. Collins
(Print or type witness' name)

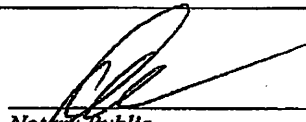

Angela C. Herron (SEAL)

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing Lien Agreement was acknowledged before me this 5th day of
August, 2015, by Terry L. Herron and Angela C. Herron
who is personally known to me or has produced as identification FCR

(NOTARIAL SEAL)




Douglas W. Johnson
Notary Public
(Print or type Notary Public's name)

My Commission Expires: 8/13/2016
Commission No. EE 219470

(Clien2000) revised 2/07

Prepared by and return to:

DANA E. HILL, Esquire
Hill Law & Title, PLLC
230 Court Street SE
Live Oak, Florida 32064
(386) 362-1900
File Number: 23-241

[Space Above This Line For Recording Data]

**ASSIGNMENT OF LIEN AGREEMENT UNDER STATE OF
FLORIDA HOUSING INITIATIVES PARTNERSHIP PROGRAM**

KNOW ALL MEN BY THESE PRESENTS:

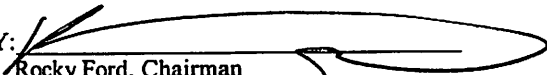
That **COLUMBIA COUNTY, FLORIDA**, a political subdivision existing under the laws of the State of Florida, Party of the First Part, whose address is **P.O. Box 1529, Lake City, Florida 32056**, in consideration of the sum of **ONE AND 00/100 (\$1.00) DOLLAR**, and other good and valuable consideration, received from or on behalf of **SUWANNEE COUNTY, FLORIDA**, a political subdivision existing under the laws of the State of Florida, Party of the Second Part, whose address is **200 South Ohio Avenue, Live Oak, Florida 32064**, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer, and set over unto the said Party of the Second Part, a certain Lien Agreement Under State of Florida Housing Initiatives Partnership Program bearing date of **August 7, 2015**, made by **Terry Herron and Angela C. Herron**, his wife, in favor of **COLUMBIA COUNTY, FLORIDA**, a political subdivision, and recorded in Official Record Book **1877, Page 69**, Public Records of Suwannee County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to-wit:

AS DESCRIBED IN SAID LIEN

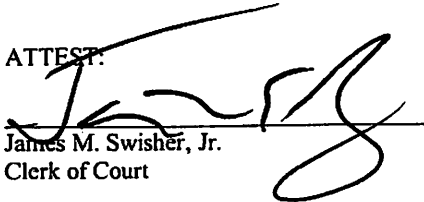
TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, **COLUMBIA COUNTY, FLORIDA**, has caused these presents to be executed this 18 day of may, 2023.

COLUMBIA COUNTY, FLORIDA

BY: 
Rocky Ford, Chairman
for: Board of County Commissioners

ATTEST:


James M. Swisher, Jr.
Clerk of Court

STATE OF FLORIDA

Mortgage Identification Number:

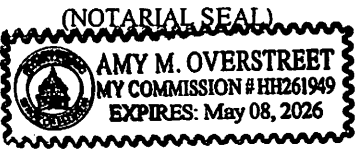
DoubleTime®

COUNTY OF COLUMBIA

The foregoing assignment of Lien Agreement Under State of Florida Housing Initiatives Partnership Program was acknowledged before me this 18th day of May, 2023, by Rocky Ford, Chairman of Board of County Commissioners and James M. Swisher, Jr., Clerk of Court, Columbia County, Florida, who are personally known to me.

Ron Williams - for -

Amy M. Overstreet
Notary Public



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Hill Law Associates, PLLC
Trust Account
230 Court Street, S.E.
Live Oak, FL 32064

First Federal Bank
Live Oak, FL 32064
63-8448/2631

15985

5/30/2023

PAY TO THE ORDER OF Suwannee County SHIP

\$**5,400.00

Five Thousand Four Hundred and 00/100*****

DOLLARS

PROTECTED AGAINST FRAUD

Suwannee County SHIP



MEMO

Herron - payoff

[Handwritten Signature]

MP

⑈015985⑈ ⑆263184488⑆ 001467946⑈

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SUWANNEE COUNTY

Planning & Zoning

Executive Summary Interlocal Agreement for Floodplain Management

Objective: Approval of Interlocal Agreement between Town of Branford and Suwannee County for Floodplain Management.

Considerations: A Community Assisted Visit (CAV) for the Town of Branford was conducted by the State of Florida Floodplain Management Office sometime in the early part of 2023. As a result of that visit, the State has recommended an Interlocal agreement with Suwannee County for Floodplain Management. I hold a certification from the Association of State Floodplain Management to review and approve development within a floodplain. The Town of Branford does not have anyone on staff with the certification. The Building Department issues Building Permits and Inspections within the town limits and retains records of Elevation Certificates for such.

Recommendation: We recommend approval of the Interlocal Agreement in order to comply with State recommendation.

Respectfully submitted,



Ron Meeks,

Development Services Director



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

February 14, 2023

The Honorable Donny Glover, Mayor
Town of Branford
PO Box 577
Branford, FL 32008

RE: Transmittal of NFIP Community Assistance Visit (CAV) Report

Dear Mayor Glover,

Thank you for the Town's participation in the NFIP State Coordinating Office Regional Engagement (SCORE) CAV meetings which discuss floodplain management practices, issues, and solutions. Using a three-tiered approach, the Florida Division of Emergency Management's Office of Floodplain Management (OFM) conducted floodplain tours of each community, hosted a six-hour plenary session, and met one-on-one with staff from each community to discuss the communities' floodplain management programs and compliance matters.

In the attached CAV report, the OFM identifies compliance matters that the Town must address or resolve. The Town must provide documentation for two (2) procedural items as discussed in section 2.3.6 in the CAV Report. The OFM requests that the Town resolve all potential compliance issues by March 17, 2023 to ensure compliance with the NFIP and consistency with the Florida Building Code. Resolution of the issues listed in the report is required before the OFM may close the CAV report and advise FEMA that the Town has a compliant floodplain management program and is eligible to continue to participate in the National Flood Insurance Program.

Should you have any questions regarding the Community Assistance Visit of report, please contact me or Linda Vause at (850)815-4542 or by email at Linda.Vause@em.myflorida.com.

Sincerely,

Conn H. Cole, MBA/PA, CFM
Florida NFIP State Coordinator
Office of Floodplain Management

CC/km
Attachment
cc w/attach:

Donna Hardin, Town Clerk/FPA, Town of Branford
Kristabel Moore, Deputy State Floodplain Manager, FDEM OFM
Tammy Hansen, Floodplain Management Specialist, FEMA Region IV
James Mascellino, Floodplain Management Specialist, FEMA Region IV



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kavln Guthrie
Director

February 14, 2023

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Town of Branford
PO Box 577
Branford, FL 32008

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Sincerely,

Conn H. Cole, MBA/PA, CFM
Florida NFIP State Coordinator
Office of Floodplain Management

CC/km

Attachment

cc w/attach:

Donna Hardin, Town Clerk/FPA, Town of Branford
Kristabel Moore, Deputy State Floodplain Manager, FDEM OFM
Tammy Hansen, Floodplain Management Specialist, FEMA Region IV
James Mascellino, Floodplain Management Specialist, FEMA Region IV

Florida's NFIP State Coordinating Office Regional Engagement Community Assistance Visit



PLENARY AND COMMUNITY ASSISTANCE VISIT REPORT

Town of Branford, Florida

February 14, 2023

These communities participated in the Plenary session and Concurrent CAV meetings:

Apopka	Belle Isle	Branford	Brevard County
Brooker	Cape Canaveral	Cape Canaveral - Port Authority	Cocoa
Eatonville	Edgewood	Greensboro	Indian Harbor Beach
Islamorada	Key Colony Beach	Key West	Keystone Heights
Kissimmee	Layton	Maitland	Mangonia Park
Marathon	Monroe County	Oakland	Okeechobee
Orange County	Orlando	Osceola County	Palm Shores
Rockledge	Satellite Beach	St. Cloud	Titusville
Union County	Windermere	Winter Garden	Winter Park

Office of Floodplain Management
Bureau of Mitigation
Florida Division of Emergency Management

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	2
1. THE SCORE-CAV PROCESS	1
1.1 General	1
1.2 Purpose	1
1.3 CAV Structure	1
2. INDIVIDUAL ONE-ON-ONE COMMUNITY MEETING REPORT	3
Town of Branford – Suwannee County, NFIP ID 120301	3
2.1 SCORE CAV Concurrent Meeting Participants and Contact Information	3
2.2 Community’s Floodplain Management Program Background and Overview	3
2.3 SCORE CAV Findings about the Community	4
2.3.1 Problems with the Community’s Floodplain Management Regulations? None	4
2.3.2 Problems with Community’s Administration/Enforcement Procedures? Serious	4
2.3.3 Engineering or Other Problems with FIRMs or FIS? None	4
2.3.4 Problems in the Community’s Floodplain Management Program? None	4
2.3.5 Programmatic Issues Identified? None	5
2.3.6 Potential Violations – Community Actions Required (March 17, 2023): Yes	5
3. SCORE-CAV PRESENTATION AND PLENARY DISCUSSION	7
3.1 OFM Initiatives and Community Floodplain Management	7
3.2 Flood Ordinances	8
3.3 Florida Building Code 6th Edition	9
3.4 Mapping	10
3.5 Permitting	12
3.6 Virtual Tour of Floodplain Development	12
3.7 Violations & Enforcement	13
3.8 Post Disaster Roles and Responsibilities	14
3.9 Mitigation Strategies	16
3.10 Flood Insurance	18
3.11 Community Rating System	19
3.12 Meeting Wrap-Up	19

PART 1: INTRODUCTION

1. THE SCORE-CAV PROCESS

1.1 General

Florida's Office of Floodplain Management (OFM) conducted its State Coordinating Office Regional Engagement Community Assistance Visit (SCORE-CAV) in your area to efficiently interact with and engage communities in discussing floodplain management issues, ideas, and solutions unique to regions established based on geographic areas of the state. Using a three-tiered approach, the OFM conducted floodplain tours of each community, hosted a six-hour plenary session, and met one-on-one with participating communities to discuss issues pertaining to each community's floodplain management program and compliance matters.

1.2 Purpose

The purpose of the SCORE-CAV plenary session is threefold: 1) increase interaction between the State and local floodplain administrators (FPAs), 2) encourage the sharing of ideas, solutions, and strategies for floodplain management within the region, and 3) present common messages to create a greater awareness of the National Flood Insurance Program (NFIP) and its requirements. The intended longer-range objective is to forge better communication and coordination between communities in the regions and provide better mutual support, particularly following disasters. The OFM conducts one-on-one community visits to assess their floodplain management programs and overall knowledge of the NFIP. In doing so, OFM staff provide community staff with any technical assistance in general or specifically relating to identified program deficiencies and develop strategies for resolving compliance issues and improving flood resiliency in communities.

1.3 CAV Structure

The SCORE-CAV process consists of a floodplain tour of each community, a regional plenary interactive session, and an individual meeting with community representatives to discuss their floodplain management programs. Before the field tour and meetings, OFM staff conducts reviews of digital flood maps to ascertain the presence and location of key flood prone areas in which to conduct assessments of development in flood zones. Also, before the field assessments, OFM staff uploads addresses of properties that are repetitive loss and severe repetitive loss properties, properties that were acquisitions under the Hazard Mitigation Grant Program (HMGP) federal grant program, and properties identified as potentially substantially damaged during recent hurricanes in GIS for reference on tablets used in the field. Once in the community, OFM staff

conducts windshield surveys of these selected areas to assess whether observed development activities appear to be compliant, non-conforming, non-compliant, or mitigated. In addition, communities met together with OFM staff to share concerns, ideas, challenges, and strategies from their perspectives. The individual one-on-one concurrent meetings included detailed discussions on flood histories and characteristics of each community as well as floodplain management activities, observations of development activity, and resolution of compliance issues.

PART 2: Individual One-on-One Community Meeting Report

2. INDIVIDUAL ONE-ON-ONE COMMUNITY MEETING REPORT Town of Branford – Suwannee County, NFIP ID 120301

Chief Executive Officer:

Honorable Danny Glover, Mayor, (386) 867-5105, mayor@townofbranford.net,
PO Box 577, Branford, Florida 32008-0577

2.1 SCORE CAV Concurrent Meeting Participants and Contact Information

Town of Branford – 502 Suwannee Avenue SW, Branford, Florida 32008
Donna Hardin, Town Clerk, FPA, (386) 935-1146, Clerk@townofBranford.net

FDEM Office of Floodplain Management – 2555 Shumard Oak Blvd, Tallahassee, FL 32399

Linda Vause, Floodplain Management Specialist, (850) 815-4542,

Linda.Vause@em.myflorida.com

Travis Mitchell, Floodplain Management Specialist, (850) 815-4402,

Travis.Mitchell@em.myflorida.com

2.2 Community's Floodplain Management Program Background and Overview

FEMA accepted the Town of Branford by regular entry into the National Flood Insurance Program (NFIP) on January 16, 1987. The Town of Branford last had a Community Assistance Visit (CAV) on January 26, 2017, and a Community Assistance Contact (CAC) on October 6, 2017.

The Town of Branford is an inland community in Suwannee County located on the Suwannee River. The Special Flood Hazard Area consists of flood zone AE. As of this report, two NFIP flood insurance policies are in force, with a total of 35 closed paid losses.

2.3 SCORE CAV Findings about the Community

2.3.1 Problems with the Community's Floodplain Management Regulations? None

The community's flood damage prevention ordinance was last amended on June 9, 2015, and is based on the State Model Ordinance, which coordinates with the Florida Building Code (FBC). There are no higher standards other than the mandatory one foot of freeboard required by the FBC.

The community's flood ordinance designates the Town Clerk, Donna Hardin, as the Floodplain Administrator (FPA).

2.3.2 Problems with Community's Administration/Enforcement Procedures? Serious

Donna Hardin, the Town Clerk, stated that all the Town's permitting is done through Suwannee County and that she is unaware of how Suwannee County handles the permitting process. Ms. Hardin receives a form from Suwannee County if the address is inside the city limits, to review and conduct the flood zone determination. Ms. Hardin determines the flood zone by reviewing a physical map in her office. Ms. Hardin completes the form and returns it to Suwannee County for processing and retains a copy of that form for one year. Ms. Hardin was not sure of how many Elevation Certificates (ECs) are required, because the Town does not have a lot of areas in the SFHA for development. She believes Suwannee County keeps all documents. The OFM asks that Branford enter into an Interlocal agreement with Suwannee County that specifies floodplain management. This has been added as follow-up to Section 2.3.6 of this report.

Branford does not have a Code Enforcement Officer, and routine inspections are not conducted, according to Town staff. Therefore, OFM requests evidence of a procedural change for inspections in flood hazard areas to ensure development is not undertaken without the issuance of a permit, according to Section 103.7 of Branford's flood ordinance. This has been added as a follow-up item in Section 2.3.6 of this report.

2.3.3 Engineering or Other Problems with FIRMs or FIS? None

The community identified no issues or problems with the Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). The community's effective FIRM date is September 28, 2007.

2.3.4 Problems in the Community's Floodplain Management Program? None

The community does not participate in the Community Rating System (CRS).

There are four Repetitive Loss (RL) properties in the community. Should the community request additional information about these properties, Town staff is advised to email FEMA-R4-NFIP-data-request@fema.dhs.gov.

The community participates in the Local Mitigation Strategy (LMS) committee led by the County.

Town staff is not comfortable with conducting Substantial Damage Determinations. The Town is reminded to contact the Office of Floodplain Management should resources and/or training be needed for any future flooding events.

2.3.5 Programmatic Issues Identified? None

Neither the OFM nor community staff identified programmatic issues with the National Flood Insurance Program that adversely impact the community's ability to implement its floodplain management program.

2.3.6 Potential Violations – Community Actions Required (March 17, 2023): Yes

The OFM identified one property of interest during the field assessment, which has been resolved since the time of the One-on-One meeting. In addition, there were two procedural concerns noted at the time of the One-on-One meeting. The community must resolve the compliance issues before the OFM may close the CAV and advise FEMA that the community is eligible to continue participating in the National Flood Insurance Program. The OFM asks that the community follows up with appropriate documentation on the following items of concern:

- The OFM asks that Branford enter an interlocal agreement with Suwannee County that specifies floodplain management.
- OFM requests evidence of a procedural change for inspections in flood hazard areas to ensure development is not undertaken without the issuance of a permit, according to Section 103.7 of Branford's flood ordinance.

We appreciate the challenging work of community staff who endeavor to implement a floodplain management program that helps keep the community flood resilient. The OFM can be reached for any follow-up questions or future requests for technical assistance at (850) 815-4556 or by email at floods@em.myflorida.com.

PART 3: STATE COORDINATING OFFICE REGIONAL ENGAGEMENT COMMUNITY ASSISTANCE VISIT (SCORE-CAV) PLENARY

3. SCORE-CAV PRESENTATION AND PLENARY DISCUSSION

3.1 OFM Initiatives and Community Floodplain Management

During the plenary session, OFM staff overviewed key topics and specific community responsibilities for implementing NFIP compliant floodplain management programs. To promote engagement, the OFM deployed polling questions designed to capture audience responses to specialized "polling slides" within each major presentation topic. Due to technological limitations of the hardware at the plenary site, OFM staff could not use Meridia "clickers" to obtain exact responses from participants. Instead, responses were gauged by a show of hands. OFM staff discussed the goals and objectives for the SCORE-CAV program, including improved efficiency in the Community Assistance Visit process to increase coordination among the members of the State's floodplain management community.

Further, the Plenary meeting implemented a collegial administrative approach rather than an audit approach. Attendees received a materials packet in which all documents were available for download. The individual evaluation of communities derives from field assessments conducted by the OFM staff and through One-on-One meetings with local floodplain management staff.

Each regional Plenary report is written to reflect the presentation information and group discussion from the relevant Plenary meeting. In addition, individual community evaluations are summarized in Part 2 of this document, therefore providing community-specific reports.

During the overview session, OFM staff discussed State Initiatives, including the following:

- Developing and helping communities adopt the State Model Flood Ordinance Coordinated with the Florida Building Code (FBC).
- Assisting and supporting the Florida Floodplain Managers Association (FFMA), which has evolved significantly over the years as a leader in education, coordination, and communicating the importance of strong floodplain management.

- Followed through on an FFMA Whitepaper with BOAF and FFMA to pursue options to allow public restrooms constructed below the BFE requirements when engineered to resist flood loads up to and including conditions of the design flood. The effort resulted in a consensus amendment to the International Building Code, effective beginning January 2021, which essentially allows public restrooms to be at or above grade but below BFE requirements as long as they meet the design standards of the IBC. Note: until FEMA develops guidance, public restrooms below BFE are considered non-compliant in V Zones, and in AE Zones unless appropriately dry floodproofed.
- Implementing the CRS Initiative; to help communities join CRS, help prevent communities from retrograding, and help communities advance in CRS ratings;
- Implementing the CRS-CAV Pilot Program to increase the number of communities in CRS;
- Supporting and helping lead the Silver Jackets High Water Marks Online App and GIS Map, which the FDEM supports on its website; and
- Writing and distributing the comprehensive Florida Post-Disaster Toolkit for Floodplain Managers, Florida Floodplain Management Quick Guide, Floodplain Management Performance Measures, and Flood Provisions of the Florida Building Code. These publications are compiled by the OFM and available in hard copies. Plenary participants were able to download these publications and other additional floodplain management resources from the materials tab during the training session.

During the overview presentation, the OFM advised that 468 communities in Florida participate in the NFIP. The number fluctuates slightly because newly incorporated areas compensate for the occasional community that dissolves and reverts to unincorporated county administration. The State has more than 1.8 million NFIP policies (nearly 36% of the total policies in the Nation), and over the past 40 years, the State has paid in premiums nearly 10 times what Florida has received in claims.

The OFM encourages local staff to review the Floodplain Management Quick Guide, which has been updated to include information pertaining to the latest Florida Building Code and ASCE-24, including regulatory provisions for Coastal A Zones and the Coastal Construction Control Line. The OFM also discussed the Floodplain Managers' responsibilities on page 4 of the *Guide* and "Recommended Planning Considerations" on Page 5, which are crucial to floodplain management but are often overlooked in day-to-day floodplain manager's duties and responsibilities.

3.2 Flood Ordinances

OFM staff presented information on its activities over the past eight years to encourage communities to adopt the State Model Flood Ordinance that coordinates with the Florida Building Code. Approximately 26 States have adopted model flood ordinances that incorporate the base codes (International Building Codes) with the NFIP flood

building provisions. Florida is the first State whose Model ordinance coordinates with the base codes, which make up the FBC, and is approved by FEMA.

Ordinance adoption statistics as of the date of the report are as follows:

- 98% Adopted or in the process of adopting State Model
- 468 NFIP communities
- 457 have adopted (53 in for a review of updates or post-December 2012 revisions, many of which are addressing the upcoming CRS Class 8 Prerequisite, effective January 1, 2021)
71 under review

The State model should be adopted by the remaining communities to:

- a) Ensure that the ordinance is not duplicative with the State-required building regulations.
- b) Help prevent the local floodplain ordinance from being inconsistent with the FBC now or in the future when the FBC is updated.
- c) Base their local flood ordinances on the FEMA-approved model ordinance that coordinates with the International Building Code; and,
- d) Incorporate clarifying language from FEMA guidance documents that help interpret the NFIP regulations and refer to the FBC, which incorporates design standards contained in the ASCE-24 flood building standards.

3.3 Florida Building Code 6th Edition

OFM staff explained the relationship between the State Model Flood Ordinance, the Florida Building Code, 6th Edition, and the American Society of Civil Engineers (ASCE) 24-14 standards — *Flood Resistant Design and Construction* that govern development in SFHAs. The three documents work together; therefore, all floodplain managers and building officials should have copies to ensure compliance with the NFIP and consistency with the FBC.

The Plenary session addressed the following key points:

- Differentiation between BFE, DFE, and BFE plus freeboard: OFM staff noted that the DFE may be the BFE, or it coincidentally may be the BFE plus freeboard, or, more appropriately as defined in ASCE 24: DFE is the "Elevation of the design flood, including wave height, relative to the datum specified on the community's flood hazard map." Note that the "design flood" is also defined as: "The flood associated with the greater of the following two areas: 1) Area within a floodplain subject to a 1% or greater chance of flooding in any year, or 2) area

designated as a flood hazard area on a community's flood hazard map or otherwise legally described."

- The FBC includes provisions for dry floodproofing mixed-use development and requiring flood openings on at least two sides of structures and in breakaway walls. In addition, exterior doors must be installed at the top of stairs in enclosures below BFE in Zone V. Where Coastal A Zones are designated, construction must be compliant with Zone V provisions, but stem walls are allowed if their foundations are designed to resist the effects of scouring. Dry floodproofing is allowed in Coastal A Zones if the design accounts for wave loads, erosion, and local scour.
- The OFM discussed the nature of Coastal A Zones as being the area reserved in A Zones where wave heights are expected to be between 3 feet and 1.5 feet, and that will begin to be designated as an area seaward of the Limit of Moderate Wave Action, or LIMWA, on new preliminary maps that are being released starting in late 2019 along the west coast of Florida, south of Tampa Bay and on the east coast south of Brevard County.
- The session also briefly presented a summary of the Coastal Construction Control Line (CCCL) requirements and the effort by DEM and DEP through FBC updates to reduce inconsistencies between the CCCL requirements and the NFIP. The DEP no longer regulates building construction seaward of the CCCL since its regulations transferred to Chapter 31, Section 3109, Special Construction, FBC. However, DEP still regulates the environmental impacts of construction seaward of the CCCL through its CCCL permitting program.

3.4 Mapping

OFM staff discussed various references and map information helpful to assist home buyers, insurance agents, and contractors in their respective needs, for flood elevation determinations beyond FIRMs, and for regulating development. Key sources of information on the FEMA Map Service Center (MSC), whose data include online FIRMs and Flood Insurance Studies (FIS), effective and historical flood zone information, and Letters of Map Changes. The MSC is also the location where property owners may submit requests for letters that confirm if properties are "Out as Shown," among other data.

OFM staff discussed the Risk MAP process and the kinds of regulatory and non-regulatory information available with the Risk MAP products. The OFM emphasized the importance of actively engaging in the Risk MAP process, particularly during Discovery, Risk Assessment, Resilience meetings, and issuance of Preliminary FIRMs. Participation in this process is essential as the FIRMs evolve from being FEMA preliminary maps to Community-adopted maps. Communities should carefully review new maps to identify

potential errors. If communities discover errors, they are encouraged to provide valid scientific or technical data to appeal for map corrections before FEMA approves maps. Following the appeal period, and after FEMA makes any corrections which may take a few months to a few years, communities must adopt the maps as their official flood maps.

Communities are strongly encouraged to notify property owners identified on the Summary of Map Actions (SOMA) transmitted by FEMA in letters to community chief executive officers and floodplain administrators. In addition, communities should conduct map outreach meetings to engage the public in becoming more aware of flood risks and the need to purchase flood insurance before maps become effective. This will also alert property owners who may be planning new business or residential property construction to ensure that designs and budgets are available to meet flood building provisions that may be in effect when applying for permits. Property owners who purchase NFIP flood insurance before a map change that places their property in a flood zone will receive a short-term discount on premiums.

The OFM staff discussed specific circumstances when community staff might implement preliminary flood maps for regulatory purposes. FEMA encourages communities to reasonably utilize preliminary information when BFEs increase and floodways are revised to ensure that their citizens' health, safety, and property are protected. When BFEs decrease, communities should not use this data on preliminary flood maps because the data could change, or properties may be subject to a much higher insurance premium if the property should end up being below BFE when the final maps are issued. *Floodplain Management Bulletin 1-98* is a helpful guide when communities can and should employ maps before their effective date for both conditions where BFEs are increased and decreased.

Another excellent source of information for determining appropriate elevations for constructing the lowest floor in unnumbered Zone A is the FEMA publication "*Managing Floodplain Development in Approximate Zone A Areas*," produced in April 1995. For properties mapped out of flood zones, FEMA's "Out as Shown" document provides directions on how to submit an MT-EZ Form to obtain a FEMA verification that structures outside of a flood zone that otherwise requires the purchase of flood insurance.

For further information about determining BFEs using FIRMs and FIS, the Florida Floodplain Managers Association offers an informative course called "Determining the Base Flood Elevation" that covers coastal transects and tables cross-sections and

profiles, floodway data tables, and stillwater elevation tables. The course offerings are accessible on FFMA's website under the "Calendar of Events."

3.5 Permitting

OFM staff presented information concerning key matters for regulating development, permitting and compliance review observed during Community Assistance Visits over the past 3-5 years. Issues discussed included the following topics:

- The Importance of Permit Application Forms (See OFM's *Floodplain Management Performance Measures* templates for samples and checklists).
- Processing, tracking, reviewing permit applications, and verifying that final work is inspected and compliant with regulations.
- Approving variances from flood ordinances based on 44 CFR 60.5 criteria.
- Causes and types of change orders may trigger a *substantial improvement determination* and requirement for structures to comply with base flood elevation requirements and adopted freeboard.
- Consideration of Endangered Species and Historic Structures when permitting.
- *Substantial Improvement/Substantial Damage Desk Reference* (FEMA P-758).
- Permitting for Manufactured Homes; Manufacturer's Instructions, DHSMV Rules, Building Officials' Roles in permitting and inspecting MFH.

3.6 Virtual Tour of Floodplain Development

At the closing of the AM session and at the beginning of the PM session, the OFM presented fourteen (14) photos depicting representative potential floodplain violations and examples of compliant structures for participants' assessment and to pose hypothetical follow-up actions if necessary. Each photo is tailored to represent topics discussed in the morning or covered in the afternoon. In addition, participants were invited to answer verbally, indicate the number of potential violations shown (if any), and give a brief explanation. The exercise focuses participants' attention on existing conditions that may or may not be violations but are worthy of additional investigation by Code Enforcement Officials to ensure compliance with the NFIP.

Group Discussion

These interlude sessions engage participants to discuss why structures are compliant or non-compliant and set the stage, or emphasize the importance, for the following session on "Violations and Enforcement." According to participants, the discussion of photos for

compliance purposes continues to be a popular and meaningful part of the day-long Plenary program.

3.7 Violations & Enforcement

OFM staff presented a pie chart showing the most common compliance issues observed over the past five years. By order of most common to least common, the table shows the following areas of most frequent violations:

- Violations of local flood ordinances or failure to adopt State Model Flood Ordinances
- Incomplete or incorrect Elevation Certificates
- Insufficient Substantial Improvement/Substantial Damage determinations processes
- Administrative procedures that are insufficient, lacking, or not documented in records
- Inadequate regulation of Accessory Structures
- Recreational vehicles exceeding the limited time allowed on property, or with outdated tags or not road-ready when not elevated
- Insufficient required certifications
- Inadequate Inter-local agreements between local governing bodies
- Tanks not elevated or anchored

The OFM encourages community staff to request "General Technical Assistance" (GTAs) by email or telephone to clarify regulatory or programmatic floodplain management challenges. In recent years, the most frequent requests concern the following in order of the number of requests: floodplain permitting, floodplain coordination, follow-ups from CAVs, general NFIP information, floodplain management post-disaster response activities, SI/SD, CRS, floodplain management ordinance questions, Elevation Certificates, and potential violations.

The OFM receives over 500 GTAs each year from local government staff and citizens, out-of-state property buyers, and through referrals from FEMA. As required by FEMA, States must record GTAs to demonstrate coordination activities and technical assistance to NFIP-participating local governments and flood insurance policyholders.

OFM staff presented examples of the most common recurring reasons for violations that require some degree of enforcement by local governments, and these include:

- Property owner "does not know about" regulations, the activity was not known to be a violation, or property owner/contractor purposefully meant to avert the NFIP regulations,
- Floodplain Managers fail to conduct floodplain inspections and overlook violations which suggest that non-compliant activities are acceptable,

- **Code Enforcement Officers** are unaware of NFIP regulations, community flood ordinances, and therefore violations are considered acceptable and become more commonplace,
- **Judge or Magistrate** thinks NFIP regulation are superfluous, and rules in favor of property owner or sets penalties too low to induce compliance or to discourage future violations,
- **Unresolved compliance issues** may impact continued eligibility to participate in the NFIP (probation or suspension) or ineligibility for communities to participate in CRS, and,
- **Often, citizens report violations** to the local government or OFM; and if communities fail to implement enforcement actions, violations may become more frequent.

The OFM developed the *Floodplain Management Performance Measures* package provided to each community participating in the SCORE CAV meeting as an essential tool to help communities address the most common compliance issues. The *Performance Measures* include preferred procedures for implementing the NFIP at the local level. In addition, the package consists of templates and checklists for non-structural and structural permit application forms, substantial improvements, and historic structure improvements.

OFM staff emphasized that an excellent way to gain elected officials' knowledge and support for local staff floodplain management responsibilities is to adopt by resolution the *Floodplain Management Performance Measures*. Ensuring that staff has an excellent working knowledge of these documents is paramount to a successful program. In addition, consistency in enforcing regulations and diligently verifying that Elevation Certificates are complete and accurate are critical elements to ensure that communities are as flood resilient as possible. Together, these activities create the best opportunity for communities to become flood resistant to major storm events like the State has experienced over the past several years.

3.8 Post Disaster Roles and Responsibilities

OFM staff referred to the *Florida Post-Disaster Toolkit for Floodplain Administrators*, providing it to communities attending the Plenary. Because of Hurricanes Hermine, Matthew, and Irma that struck Florida during recent years, the State developed the *Toolkit* because there was no FEMA-produced compilation of important guidance to direct Floodplain Administrators in their roles and responsibilities following major storm events. The OFM staff discussed the format and organization of the *Toolkit*, explaining the significance and importance of each of the six "action items" covered in the booklet. Importantly, the *Toolkit* contains links to additional information. A summary of each section follows:

Action 1 Plan ahead to communicate to elected officials and managers the role and functions of floodplain administrators following flood disasters. This is critical because managers need to know or be reminded that the community will need concerted work to meet its NFIP requirements, informational needs, and compliance responsibilities for property owners whose properties may be impacted by wind and water.

Action 2 Assess post-disaster needs and request assistance. Among the duties that Floodplain Administrators, Building Officials, and Emergency Managers must perform are obtaining documentation of High-Water Marks and conducting Substantial Damage Determinations (in addition to, and not be confused with, conducting Preliminary Damage Assessments) that will set the stage for property owners' responsibilities in repairing their structures. This work can be challenging but must be conducted before losing High-Water Marks and before property owners begin repairing their structures. The OFM and FEMA envision communities requesting assistance from the State, FEMA, and other support organizations like the Building Officials Association of Florida and the Florida Floodplain Managers Association through the Statewide Mutual Aid Agreement.

Action 3 Document "High-Water Marks" to record the depth and extent of area flooding. This is essential work for assessing risk for future flood events. Documenting the depth of floodwaters in structures may support a finding of substantial damage, and the data may inform future flood map updates.

Action 4 Making substantial damage determinations is arguably the most crucial task that Floodplain Managers perform to break the cycle of repeated flood damage and ensure future flood resilience. By proactively conducting substantial damage determinations, Floodplain Administrators will be able to advise property owners if their structures will need to be made compliant by meeting elevation requirements, thereby mitigating future flood losses before design and repair work is contracted. In addition, thorough observations and documentation of damages are essential to convince property owners that they must comply with NFIP, local flood ordinances, and the Florida Building Code to ensure safe and resilient construction.

Action 5 Understand the NFIP claims process and Cost of Compliance. Following disasters, Floodplain Administrators need to survey their community for damages, make Substantial Damage Determinations if required, and ensure that home and business owners are applying for permits before beginning repair work. NFIP flood insurance policies include Increased Cost of Compliance (ICC) coverage for buildings in Special Flood Hazard Areas. A Substantial Damage Determination mandates the repairs to bring a building into compliance with current codes, which may include elevating to the current DFE. ICC claims can help pay for relocating, elevating, demolishing buildings, and dry floodproofing

nonresidential buildings. In addition, ICC claims may serve as a match for FEMA mitigation grants available through FDEM.

Action 6 Identify post-disaster and mitigation funding assistance. Property owners face significant costs when repairing their homes in compliance with effective codes. There is an array of Federal, State, and private-sector funding sources that can be used to repair homes and businesses affected by a flood. The *Toolkit* includes short descriptions of these funding sources, notably Appendix C, which lists website URLs for post-disaster funding support and information that may aid the repair or mitigation of properties.

OFM staff presented information significant to floodplain administrators on the Disaster Recovery and Reform Act (DRRA 2018) that, among many other provisions, provides a reimbursement mechanism to support the most time-consuming and challenging role facing Floodplain Administrators – the conducting of substantial damage assessments.

The DRRA authorizes reimbursement from FEMA's Public Assistance (PA) program to "provide assistance to State and local governments for building code and floodplain management ordinance administration and enforcement, including inspections for substantial damage compliance...." FEMA has advised the Florida Floodplain Managers Association (FFMA) and the Building Officials Association of Florida (BOAF) that if communities deploy staff to assist other communities in conducting substantial damage assessments, since it has yet to produce specific guidance on many post-disaster procedures, FEMA is not able to guarantee the reimbursements for PA.

On January 21, 2020, FEMA distributed its Draft "Recovery Policy on Building Code Floodplain Management Administration and Enforcement" for public comment. OFM staff reiterated that if communities follow the established procedures used for other allowable post-disaster reimbursements under the Public Assistance program, including allowable expenses and documentation of receipts, the OFM is confident after speaking with State PA staff that it will approve requests for reimbursement for proactive substantial damage determinations.

3.9 Mitigation Strategies

OFM staff reviewed mitigation strategies well known by Floodplain Administrators as "FRED," which is an acronym for "Floodproof," "Relocate," "Elevate," and "Demolish" (and acquire properties). OFM staff presented the top five hazard mitigation project types that FEMA funded in 2020: food control, acquisitions, utility and infrastructure protection, generators, and saferooms. The National Institute of Building Sciences 2018 summary report shows that Federal Mitigation Grants have a 6 to 1 benefit-cost ratio, saving \$6 in recovery costs for every \$1 spent on mitigation.

Next, the group discussed the difference between available grant funding and applicable loans, both funding options described in the *Toolkit*. FEMA organizes mitigation funding administered by the State into "non-disaster" mitigation funding and "disaster" mitigation funding. FEMA non-disaster grants administered by DEM include the Flood Mitigation Assistance and Pre-Disaster Mitigation (PDM) grants to support ongoing natural hazard mitigation projects, including planning and project grants, and raising public awareness about reducing future losses before disasters strike. In 2020, the Building Resilient Infrastructure and Communities (BRIC) grant program replaced PDM. Eligible mitigation activities are expanded under BRIC.

Disaster funding is available for Presidentially-declared disasters under the Hazard Mitigation Grant Program (HMGP) for infrastructure repair projects, large community projects, and projects that resolve damage risk factors in neighborhoods or stormwater management projects. Notice of funding opportunity and the eligibility deadline is no later than 120-days following landfall of the storm event, and projects must be complete within 3-1/2 years unless DEM and FEMA approve extensions.

Communities that wish to become sub-grantees under State grants from FEMA must have an adopted Local Mitigation Strategy (LMS) plan, and projects must be in the plan to receive funding. The State has the authority to implement a Legislatively-funded grant program not required to be in the LMS plans for mitigation projects. This program is the Hurricane Loss Mitigation Program. Limited funding is available for retrofitting existing facilities used for hurricane shelters (\$3 million), inspection and tie-downs for manufactured homes (\$2.8 million) administered by Tallahassee Community College, and funding for residential structures to mitigate against wind and flood damage (\$3.5 million).

Mitigation loan programs briefly mentioned during the session, and that are included in the Florida Post-Disaster Toolkit for Floodplain Administrators for more information are:

- Title 1 Property Improvement Loan for Manufactured Homes (HUD)
- FHA 203K Construction/Rehabilitation Loan (HUD)
- HOME Investment Partnerships Program (Federal Block Grant) (HUD)

The *Toolkit* includes funding assistance or loans to help recover from disasters in twenty different federal, state, and private-sector grants or loan programs. More importantly, OFM staff emphasized that the best and quickest available money for a home or business repair following a disaster is through an NFIP insurance policy. FEMA pays claims much faster and before grant awards and are not subject to interest rates and paybacks like loans. The OFM strongly suggests that local officials encourage residents, even those outside of SFHAs, to purchase a flood insurance policy, reiterating that 25% of flood claims occur in X Zones, where there is no mandatory purchase for federally backed loans. Finally, the OFM discussed the FEMA AW-501 form as a tool to remove mitigated, repetitive loss properties from repetitive loss lists, and communities that participate in CRS must complete this form for mitigated properties.

3.10 Flood Insurance

OFM staff presented information on the following topics:

- New Flood Insurance Manual has undergone significant revisions and is much easier to read and find answers to NFIP Insurance questions.
- Key disconnects between insurance policy coverage and NFIP regulations.
- Repetitive Loss properties and the need to complete FEMA AW-501 Forms when communities are aware of mitigated properties.
- Use and Limitations of *Increased Cost of Compliance* claims for use in the match for mitigation grants.
- Non-compliant, non-conforming, and "submit for rate" premiums.
- FIMA's new, not yet released "Risk Rating and Policy Forms Redesign."

The Flood Insurance Manual includes information that Floodplain Administrators may find helpful information on the community CRS status that FEMA updates twice per year. In addition, the user-friendly manual consists of an updated "Verification of Flood Zone Determination Letter" to document the effective flood zone and elevation for property owners that may help work with mortgage companies and insurance agents.

Florida Legislature continues to pass bills that provide support for the private flood insurance market. The legislation ensures minimum equivalency with the NFIP and allows the private market to offer additional lines and excess coverage not offered by the NFIP. Pertinent legislation is available in Section 627.715, Florida Statutes.

DEM has hired a staff member to research and develop data for Florida's emerging private residential flood insurance market and its potential impacts on the NFIP policies. Staff will compare requirements for flood insurance coverage for high-risk properties with federally backed mortgages to those with privately mortgaged properties. Staff will also research the regulatory authorities for adjusting claims and compare NFIP policy provisions with Florida statutory requirements.

The Federal Insurance Management Agency (FIMA) is pursuing revisions to rating properties for flood risk. The innovative approach is "Risk Rating 2.0" to restructure the NFIP to make it more equitable among the insured, user-friendly, and marketable. FIMA is working to make higher risk properties pay more in premiums than lower risk properties to make the cost of flood insurance fairer for the insured. FIMA proposes a more accurate risk analysis on individual structures based on proximity to the source of flooding. The newly structured flood insurance program will also consider the size of structures relative to premium costs to ensure equitable rates.

FIMA has begun to roll out the first phases of Risk Rating 2.0 beginning October 1, 2021. FIMA will reformat the new NFIP policy forms to make them easier for agents to sell. Policies will be more understandable to policyholders, agents, and adjusters. FIMA will test the new forms against the rating plan to determine if pricing is reasonable.

3.11 Community Rating System

OFM staff presented an overview of the State's activities to promote communities' participation in the CRS program and enhance flood resiliency, support mitigation, and reduce the cost of flood insurance for property owners. The State has experimented with several activities to stimulate participation and advancement in CRS, including the CRS Initiative, the CRS-CAV Pilot Program, and is interested today in learning from communities how the State can best support those that participate in CRS.

The State is working with FIMA and ISO to confirm that several higher standards, such as more stringent regulations in the State Model Flood Ordinance, may automatically earn points for communities. In addition, the State is working to develop a program to support the development of stormwater master plans that will help enable as many as 35 communities to meet requirements for advancing from CRS Class 5 to Class 4. Conservatively, if all communities advanced from a Class 5 to Class 4, the calculated result in savings for these communities is upwards of \$190 million in NFIP reduced flood insurance premiums.

The State continues to support FFMA in scheduling the L-278 CRS course each year to provide program training using the CRS manual. The OFM also provides floodplain map information through DEM's GIS office when requested by communities. The OFM is looking for additional ideas on how the limited State staff can best support community CRS programs despite not being able to provide supplement staff support at the local level.

3.12 Meeting Wrap-Up

OFM staff reviewed the five steps involved in conducting the SCORE CAV process. **First**, the process begins with the OFM conducting floodplain assessments a few weeks before the plenary meeting. **Second**, the interactive regional plenary meeting shares and discusses common floodplain management issues and strategies. This may encourage the formation of regional floodplain management coordination groups like CRS User Groups. **Third**, the one-on-one meetings later in the week with community staff go over issues specific to the community and resolve any compliance matters observed during floodplain assessments. **Fourth**, communities work individually with the OFM to resolve any procedural or compliance issues and are encouraged to adopt, by resolution, the packet of Floodplain Management Performance Measures to ensure procedures are compliant with the minimum NFIP requirements. And **fifth**, closure of the CAV report with written notification sent to the local government and FEMA that the OFM closed the community's CAV report, and it is eligible to continue participation in the NFIP and for those that participate in CRS, continue to receive premium discounts on NFIP flood insurance policies.

Inter-Local Agreement between

Suwannee County

and

Town of Branford

THIS INTER-LOCAL AGREEMENT is made and entered into on this _____ day of _____, 2023, by and between the Board of County Commissioners, ***Suwannee County***, a political subdivision of the State of Florida (hereinafter "COUNTY") and ***Town of Branford***, a municipal corporation of the State of Florida (hereinafter "TOWN") both of which understand and agree as follows:

WHEREAS, COUNTY and TOWN has the legal authority to perform general government services within their respective jurisdictions; and

WHEREAS, under Chapters 125, 163, 166, and 553, Florida Statutes, the Parties hereto have the common power and responsibility to adopt, administer, and enforce land development regulations, including floodplain management regulations, and to enforce the Florida Building Code within their jurisdictional limits; and

WHEREAS, TOWN desires and requests COUNTY to provide services necessary to administer and enforce the floodplain management regulations adopted by TOWN within the corporate limits of TOWN; and

WHEREAS, the COUNTY is willing and able to provide such services subject to the terms and conditions set forth herein; and

WHEREAS, under Chapter 163, Florida Statutes, the Parties are authorized to enter into Inter-Local agreements;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, COUNTY and TOWN hereby agree as follows:

- 1. PURPOSE.** Under Section 163.01, Florida Statutes, the purpose of this Agreement is to establish the responsibilities of the Parties and procedures whereby COUNTY will provide specified services to administer and enforce the floodplain management regulations of TOWN within the corporate limits of TOWN.
- 2. ADMINISTRATION AND ENFORCEMENT OF FLOODPLAIN MANAGEMENT REGULATIONS DEFINED.** The Parties agree that the administration and enforcement duties

contemplated by this Agreement are those duties that are necessary and appropriate to enforce the floodplain management regulations of TOWN, which are found in Chapter 14 of the Branford Town Code involving, in general, the duties of the Floodplain Administrator set forth therein, and other duties that shall generally and naturally stem from the participation of TOWN in the National Flood Insurance Program. Activities required to be performed only by the TOWN under the National Flood Insurance Program are not included in this Agreement.

The Parties expressly agree that, unless explicitly identified in writing by TOWN, no performance standards other than those which are generally applicable to similar enforcement activities by COUNTY elsewhere outside of the corporate limits of the TOWN, is intended or should be inferred as a result of this Agreement.

The Parties also expressly agree that COUNTY may elect to enforce the regulations of TOWN using any of the methods established under Chapter of COUNTY Code of Ordinances.

3. **REPRESENTATIVES OF THE PARTIES.** The Parties hereby designate the following as their duly authorized representatives responsible for the implementation of this Agreement, including the establishment of specific procedures and processes to facilitate the purpose and intent:

<u>Suwannee County</u>	<u>Town of Branford</u>
<i>Ronald Meeks, CFM</i>	<i>Aleshia Terry, Town Clerk</i>
<i>224 Pine Avenue</i>	<i>502 SW Suwannee Avenue</i>
<i>Live Oak, Florida 32064</i>	<i>Branford, Florida 32008</i>

4. **DUTIES OF TOWN.** TOWN, acting through its designated representative, shall:
- Be responsible to the National Flood Insurance Program for administering and enforcing the floodplain management regulations of TOWN.
 - Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to TOWN's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
 - In coordination with COUNTY, undertake appropriate actions identified in writing by the Florida Division of Emergency Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.

- d. In coordination with COUNTY, support actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas that have sustained substantial damage. Such term is defined in the floodplain management regulations of TOWN.
5. **DUTIES OF COUNTY.** COUNTY, acting through its designated representative, shall administer and enforce the floodplain management regulations of TOWN throughout the term of this Agreement and shall:
- a. Maintain records identified in said regulations in a form and manner that allows the production of documents pertinent to TOWN upon request by TOWN, the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency.
 - b. Upon request by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency, attend meetings and participate in telephonic and electronic communications related to TOWN's participation in the National Flood Insurance Program, including but not limited to Community Assistance Visits, Community Assistance Contacts, and Community Rating System verification visits, if applicable.
 - c. In coordination with TOWN, undertake appropriate actions identified in writing by the Florida Division of Emergency Management's Office of Floodplain Management or the Federal Emergency Management Agency as necessary to resolve matters related to continued participation in good standing in the National Flood Insurance Program.
 - d. In coordination with TOWN, undertake actions deemed appropriate after events that damage buildings to determine whether such buildings located in special flood hazard areas have sustained substantial damage. Such term is defined in the floodplain management regulations of TOWN.
6. **MODIFICATION.** This Agreement may not be modified unless such modifications are in the form of a written amendment executed by both Parties.
7. **TERMINATION.** This Agreement shall remain in effect unless terminated by either party. This Agreement may be terminated by either party, without cause, and for any reason, upon Ninety (90) Days written notice provided to the other party.

The Parties further agree that:

- a. Upon termination, the Parties shall concur on an appropriate transition that ensures adequate administration and enforcement of the floodplain management

regulations of TOWN, with particular attention to the delivery by the COUNTY to TOWN, of all records and data in its possession, regardless of the medium. Costs associated with the delivery of documents and data to TOWN shall be borne by the party requesting termination.

- b. Termination shall not affect the reimbursement of any cost then owing to COUNTY by TOWN, or which subsequently are owed as a result of enforcement actions concluded following the effective date of termination.
8. **REIMBURSEMENT.** As compensation for COUNTY's services, COUNTY shall collect and retain all revenues derived from permit and inspection fees generated within TOWN; such fees shall not exceed fees charged to COUNTY residents for similar services.
 9. **LIABILITY.** The Parties, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party:
 - a. TOWN, as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against COUNTY and agrees to be fully liable for any damages proximately caused by said acts or omissions.
 - b. COUNTY, as a subdivision of the State of Florida and under Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against TOWN and agrees to be fully liable for any damages proximately caused by said acts or omissions.

Nothing herein is intended to serve as a waiver of sovereign immunity by TOWN or by COUNTY, nothing herein shall be construed to create any indemnification by one party of another, and nothing herein shall be construed as consent by TOWN or COUNTY to be sued by third parties in any matter arising out of this Agreement.

10. **CLAIMS.** COUNTY shall notify TOWN in writing, within FIFTEEN (15) DAYS of its receipt or knowledge of any claims or pending claims arising out of the performance of the services rendered hereunder.
11. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability, or the occurrence of any event rendering any portion or provision of this Agreement void, shall not be deemed to affect the validity and enforceability of any other parts of the Agreement.
12. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors, and assigns, and any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by either party, without the prior written consent of the Parties; specifically, no duty or responsibility of the Parties shall be

assigned or contracted to a third party, whether a public or private entity, unless the Parties first modify this Agreement to set forth the duties of said third party.

13. **APPLICABLE LAW.** This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of COUNTY, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.
14. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the Parties agree that there are no commitments that are not contained in this Agreement or the written procedures and processes developed by the representatives of the Parties.
15. **ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire agreement between the Parties and that there are no promises or understands other than those stated herein.
16. **EXECUTION.** This Agreement shall be executed in triplicate, with each fully executed copy treated as an original.
17. **EFFECTIVE DATE.** This Agreement shall become effective upon filing fully executed copies with the Clerk of the Circuit Court of Suwannee County, Florida. In addition, a copy of the executed Agreement shall be provided to the Florida Division of Emergency Management's Office of Floodplain Management.

[Remainder of this page intentionally blank. Signatures to follow.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Suwannee County, Florida through its Board of County Commissioners, signing by and through its authorized Chair, and the Town of Branford, by and through its Town Council, signing by and through its authorized Town President and Mayor.

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

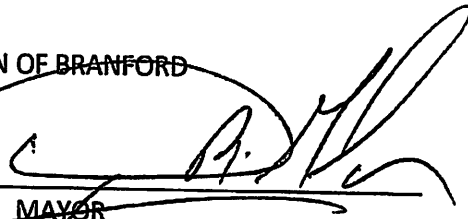
Date: _____

By: _____
CHAIRMAN

ATTEST:

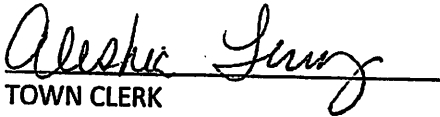
CLERK

TOWN OF BRANFORD

By: 
MAYOR

Date: June 13, 2023

By: 
TOWN COUNCIL PRESIDENT

ATTEST:

TOWN CLERK

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of amendments to 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.

Considerations:

Pursuant to Chapter 125, Florida Statutes, The Board of County Commissioners has the power to adopt and amend Personnel Rules and Regulations. From time to time revisions to those Rules and Regulations are necessary to comply with current needs and circumstances.

Budget Impact:

N/A

Recommendation:

Respectfully request approval of amendments to the Suwannee County Personnel Rules and Regulations and adoption of enabling Resolution.

Respectfully submitted,

Dated: June 20, 2023

Greg Scott,
County Administrator

RESOLUTION NO. 2023-_____

A RESOLUTION ADOPTING AMENDMENTS TO THE PERSONNEL RULES AND REGULATIONS OF SUWANNEE COUNTY, FLORIDA BY AMENDING 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 AS PART OF THE PERSONNEL RULES AND REGULATIONS POLICY

WHEREAS, Pursuant to Chapter 125, Florida Statutes, The Board of County Commissioners has the power to adopt and amend Personnel Rules and Regulations; and

WHEREAS, on March 16, 2016, the Board adopted the revised Suwannee County Personnel Rules and Regulations;

WHEREAS, on May 3, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2016-59;

WHEREAS, on October 4, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-04;

WHEREAS, on November 15, 2016, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-10;

WHEREAS, on April 3, 2017, the Board amended the Personnel Rules and Regulations by Resolution No. 2017-32;

WHEREAS, on January 16, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-14;

WHEREAS, on March 20, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-21;

WHEREAS, on April 17, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-23;

WHEREAS, on May 1, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-28;

WHEREAS, on July 3, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2018-35;

WHEREAS, on December 4, 2018, the Board amended the Personnel Rules and Regulations by Resolution No. 2019-11;

WHEREAS, on June 18, 2019, the Board amended the Personnel Rules and Regulations by Resolution No. 2019-33;

WHEREAS, on April 21, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-26;

WHEREAS, on April 28, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-27;

WHEREAS, on May 12, 2020, the Board amended the Personnel Rules and Regulations by Resolution No. 2020-28;

WHEREAS, on March 15, 2021, the Board amended the Personnel Rules and Regulations by Resolution No. 2021-23;

WHEREAS, on March 15, 2022, the Board amended the Personnel Rules and Regulations by Resolution No. 2022-25;

WHEREAS, on April 19, 2022, the Board amended the Personnel Rules and Regulations by Resolution No. 2022-32;

WHEREAS, on June 6, 2023, the Board amended the Personnel Rules and Regulations by Resolution No. 2023-24;

WHEREAS, additional amendments to the Personnel Rules and Regulations need to be added and made effective June 20, 2023.

BE IT THEREFORE RESOLVED: that we, the Board of County Commissioners for Suwannee County, Florida, amend the Personnel Rules and Regulations as follows:

SECTION 1 DEFINITION OF TERMS

Extended Family – Brother, sister, grandparents, stepsiblings, brother-in-law, sister-in-law and grandparents-in-law Aunt, uncle, niece, nephew, and cousin

Immediate Family – Father, mother, spouse, child, grandchildren, stepparents, stepchildren, father-in-law, mother-in-law, son-in-law, and daughter-in-law, brother, sister, grandparent, stepsibling, brother-in-law, sister-in-law, and grandparent-in-law.

Other Family – Aunt, uncle, niece, nephew and first cousin.

Public Official - Any elected official, appointed official, or employee of a Federal, State, or local unit of government in the United States

3.11 GENERAL PROHIBITIONS

- A. Employees are expected to be aware that they are public service employees and to conduct themselves in a manner which will in no way discredit the County, public officials, fellow employees or themselves.
- B. Employees shall avoid conduct, speech, or social media post that is subversive to good order and discipline. They Employees shall treat each other, members of management, public officials, the county and its operations with the utmost courtesy and respect, and at all times always refrain from making any derogatory remarks or social media post concerning each other, members of management, public officials, the county and its operations. They Employees shall direct and coordinate their efforts toward establishing and maintaining the highest level of efficiency, morale, and achievement, and shall conduct themselves in such a manner as to bring about harmony among the various units in the County.
- C. Employees shall refrain from sharing any confidential information concerning Non-Disclosure Agreements (NDA) on proposed economic development projects.
- C.D. No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them. Such Badges, cards and insignia shall be used only in the performance of the official duties of the position to which they are related.

12.01 PRESENT AND ON TIME

- A. All employees are expected to report for duty at the scheduled time and remain there until the scheduled leaving time. Employees must obtain written authorization from a supervisor or Department Head prior to leaving during scheduled work times. Each Department Head **and/or Supervisor** shall be responsible for the attendance of all persons within **his their** department.
- B. When an employee reports for duty and is sent home due to inclement weather, the employee shall be compensated for two (2) hours of work. An employee sent home under this paragraph may use annual leave to make up for the lost work hours.

12.05 TARDINESS / UNPAID

Tardiness will be treated as an unpaid leave of absence unless a Department Head **and/or Supervisor**, at **his their** sole discretion, is convinced that circumstances warrant the use of annual leave **at which time a minimum of two hours shall be utilized.**

GROUP III OFFENSES

First Offense: Up to and including discharge.

- 7. Discourteous, insulting, abusive or inflammatory language or conduct related to the performance of the employee's job toward the public, an employee, **or a** member of management **or public official.**
- 26. Making **or** publishing, **or posting on social media**, false, vicious and/or malicious statements concerning any employee, member of management, **public official**, **or the** County or its operations.

15.03 OVERTIME / COMP TIME

D. HOURS COUNTED

- 1. Only actual hours worked shall be counted as time worked for the purpose of computing entitlement to overtime.
- 2. **When a holiday falls during a non-exempt employee's regular forty (40) hour work week or work period, whichever is applicable, and the employee is asked to work on a day, or days, other than their regularly scheduled work week or work period, at the discretion of the County Administrator or Department Head, the employee shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate.**

16.04 HOLIDAYS

The following days will be observed as holidays:

New Year's Day
Martin Luther King, Jr. Birthday
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and Friday, following Thanksgiving
Christmas Eve and Christmas Day

23.07 VACATION LEAVE

A. ACCRUAL

Vacation leave shall **only** accrue when an employee is working except that, when an employee is on vacation their normal rate of accrual will continue to be credited to them.

D. REQUEST FOR VACATION

1. **No less than two hours of annual leave may be utilized with each occurrence.** Tardiness will be treated as an unpaid leave of absence unless a Department Head **and/or Supervisor** at his **their** sole discretion is convinced that circumstances warrant the use of annual leave **at which time a minimum of two hours shall be utilized.**

23.08 SICK LEAVE

H. BENEFIT ACCRUALS **CEASE**

While using sick leave **there will not be any accrual of** employment benefits such as annual leave, sick leave, holiday pay **will continue.** **Accruals only occur when employees are working.**

23.09 BEREAVEMENT LEAVE

A. LEAVE WITH PAY

Bereavement Leave is **not a holiday but is** offered as an accommodation to employees who need to take time away from their normal work schedule for the purposes included in this policy. Leave with pay for bereavement **as a result because** of the death of a member of an employee's family (see Section 2 Definition of Terms), will be granted with prior proper notice by the employee up to the amounts set forth below, providing all conditions are met:

1. **Immediate Family** (Father, mother, spouse, child, grandchildren, stepparents, stepchildren, father-in-law, mother-in-law, son-in-law, **and** daughter-in-law, **brother, sister, grandparent, stepsibling, brother-in-law, sister-in-law and grandparent-in-law**)
 - a. Regular full-time employees – maximum 40 hours of leave per occurrence. (Section 7 (k) employees: 2 - 24 hour shift).
 - b. Regular part-time employees – maximum 12 working hours of leave per occurrence.
 - c. Conditions:
 - 1) **Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)**
 - 2) Granted for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, dealing with the deceased's possessions and will.
2. **Extended Family** (~~Brother, sister, grandparents, stepsiblings, brother-in-law, sister-in-law and grandparents-in-law~~ **Aunt, uncle, niece, nephew and first cousin**)

- a. Regular full-time employees –up to 3 days of leave per occurrence. (Section 7 (k) employees: 1-24 hour shift).
- b. Regular part-time employees – maximum 4 working hours of leave per occurrence.
- c. Conditions:

- 1) ~~Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)~~
- 2) Granted for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, if such services are held on a scheduled work day.

3. **Other Family** (Aunt, uncle, niece, nephew and first cousin)

- a. ~~Regular full-time employees, regular part-time employees, and Section 7 (k) employees – maximum 1 work day of leave per occurrence.~~

b. ~~Conditions:~~

- 1) ~~Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship~~
- 2) ~~Granted for attending the funeral and burial, paying respects to the family at a wake or visitation if such services are held on a scheduled work day.~~

4. **3. Co-Worker or Co-worker’s immediate family**

- a. Regular full-time employees, regular part-time employees, and Section 7 (k) employees – maximum 4 hours of leave per occurrence.

b. Conditions:

- 1) ~~Must submit the appropriate County documentation (Form 2309BL from Human Resource Office) and provide written proof of relationship. Employee may be required to provide the County Administrator, Department Head, or Designee the appropriate County documentation (Form 2309BL) and provide proof of death (statement from the funeral home or obituary)~~
- 2) Granted for attending the funeral, burial, wake, or visitation if such services are held on a scheduled workday.

Passed, Adopted, and Approved, this 20th day of June 2023.

Board of County Commissioners
Suwannee County, Florida

Attest: (SEAL)

Franklin White, Chairman

By: _____
Barry Baker, Clerk of Court

RESOLUTION NO. 2023-_____

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to purchase CAT 930 wheel loader and auction older unit to offset costs.

Considerations:

- Solid Waste must maintain primary and secondary wheel loaders at the Transfer Station
- Current secondary loader unit is 10-yrs old and has no warranty
- There is an opportunity to upgrade the secondary wheel loader at a reduced rate and provide warranty coverage (powertrain and hydraulics)
- Four separate options were evaluated regarding the disposition of the CAT 930 wheel loader at the Transfer Station that has reached the end of its lease:
 - Option 1 Return the unit
 - Option 2 Purchase the unit and auction another older unit to offset costs
 - Purchase the unit and trade-in another older unit to offset costs
 - Purchase the unit and keep the older unit
- Recommendation is to purchase the unit coming off lease and auction the older unit

Budget Impact:

- Purchase CAT 930 loader from Ring Power for \$60,000 from budget
- Auction current old loader with Ritchie Brothers for \$50,000 minimum less expenses
- Net proceeds to County would be \$27,150
- If auction unit exceeds the \$50K sale price, the net proceeds are split 70/30 to the County and Ritchie Brothers

Recommendation:

- Approval to purchase CAT 930 loader from Ring Power for \$60,000
- Approval to auction older with Ritchie Brothers for \$50,000 minimum less expenses

Respectfully submitted,

Greg Scott,

County Administrator

Comparison of Options to Replace/Retain Transfer Station Wheel Loader

Option 1 Return Loader Coming Off Lease

- Most economically favorable of all options
- Highest risk repair option due to 10-yr old unit with no warranty

Option 2 Exercise Machine Purchase Option + Ritchie Bros Auction

- 2nd most economically favorable option
- Less risky option for repairs due to 5-yr old unit with warranty plan for repairs
- 5-19% cost increase versus Option 1 depending on warranty choice
- Seeking County Attorney opinion regarding ability to sell at auction

Option 3 Exercise Machine Purchase Option + Ring Power Trade-in

- 3rd most economically favorable option
- Less risky option for repairs due to 5-yr old unit with warranty plan for repairs
- 43-60% cost increase versus Option 1 depending on warranty choice
- Seeking County Attorney opinion regarding ability to sell /trade-in to Ring Power

Option 4 Exercise Machine Purchase Option

- Most economically unfavorable option
- Less risky option for repairs due to 5-yr old unit with warranty plan for repairs
- 109 -123% cost increase versus Option 1 depending on warranty choice
- Results in County retaining ownership of a third solid waste wheel loader

Options to Replace or Retain Transfer Station Wheel Loader 6/5/2023

Option 1 Return Loader Coming Off Lease	
	New loader becomes primary unit
	Return existing loader as required
	Continue using 10-yr old loader as secondary unit
	No powertrain or hydraulic warranty on secondary unit
\$28,500	Tire replacement: existing tires below 50% wear
\$3,000	Misc. damages: \$4,500 less damage allowance of \$1,500
\$31,500	Total cost for Option 1

Option 2 Exercise Machine Purchase Option + Ritchie Bros Auction	
	New loader becomes primary unit
	Purchase unit coming off lease and it becomes secondary unit
	New tires are transferred to 5-yr old unit
	Secondary unit is only 5-yr old and has powertrain/hydraulic warranty
	10-yr old unit gets worn tires and is sold at auction
\$60,000	Purchase option price
\$32,850	Auction price of \$50K less 30% fee (\$15,000) and refurb fee (\$2,150)= \$32,850
\$27,150	Purchase option price less minimum auction payout of \$32,850
\$5,904	36 Month / 1000 Hours (333 Hours per Year)
\$8,580	48 Month / 1500 Hours (333 Hours per Year)
\$8,196	36 Month / 1500 Hours (500 Hours per Year)
\$10,344	48 Month / 2000 Hours (500 Hours per Year)
\$33,054 to \$37,494	Total cost for Option 2 (Purchase, auction sale, plus warranty)

Option 3 Exercise Machine Purchase Option + Ring Power Trade-in	
	New loader becomes primary unit
	Purchase unit coming off lease and it becomes secondary unit
	Secondary unit is only 5-yr old and has powertrain/hydraulic warranty
	New tires are transferred to 5-yr old unit
	10-yr old unit gets worn tires and sold as trade-in
\$40,000	Purchase option price \$60,000 less Ring Power Trade-in \$20,000
\$5,904	36 Month / 1000 Hours (333 Hours per Year)
\$8,580	48 Month / 1500 Hours (333 Hours per Year)
\$8,196	36 Month / 1500 Hours (500 Hours per Year)
\$10,344	48 Month / 2000 Hours (500 Hours per Year)
\$45,904 to 50,344	Total cost for Option 3 (purchase, trade-in, plus warranty)

Option 4 Exercise Machine Purchase Option	
	New loader becomes primary unit
	Purchase unit coming off lease and it becomes secondary unit, tire swapped
	Secondary unit is only 5-yr old and has powertrain/hydraulic warranty
	Retain 10-yr old unit and install worn tires
\$60,000	Purchase option price
\$5,904	36 Month / 1000 Hours (333 Hours per Year)
\$8,580	48 Month / 1500 Hours (333 Hours per Year)
\$8,196	36 Month / 1500 Hours (500 Hours per Year)
\$10,344	48 Month / 2000 Hours (500 Hours per Year)
\$65,904 to \$70,344	Total cost for Option 4 (purchase option plus warranty)

Live Oak, FL 32060

May 30th, 2023

Dear Shannon Roberts,

Thank you for your interest in selling through Ritchie Bros. Auctioneers. We have appraised your assets and tailored the following proposal to meet your specific needs.

ABOUT RITCHIE BROS.

Established in 1958, Ritchie Bros. is the world's largest auctioneer of heavy equipment and trucks. We conduct hundreds of unreserved public auctions around the world each year, selling billions of dollars of used and unused equipment. We have customers in more than 190 countries and a growing network of more than 40 auction sites worldwide.

Our commitment to conducting strictly unreserved auctions and extensive marketing campaigns bring serious buyers from around the world to our auctions. Most of them are end-users with specific equipment needs. A typical auction attracts many hundreds of bidders to the site, with hundreds more competing online in real time at rbauction.com. As a result, equipment sells for its true global market value on auction day.

Selling at a Ritchie Bros. unreserved auction takes minimum effort on your part and delivers maximum returns for your assets. Benefit from:

- **Full-service auctions** – We take care of everything, from inspections, refurbishment, marketing and all post sale interactions with the buyers including the collection of proceeds and load out of equipment, saving you time and money.
- **Maximum exposure to potential buyers** – Our comprehensive print and digital marketing campaigns target interested buyers from around the world.
- **Local and international bidders** – Participation of bidders from different industries and regions will achieve the best possible results on auction day.
- **Competitive on-site and online bidding** – By offering multiple bidding options, we ensure that every potential buyer has the opportunity to bid on your equipment.
- **Certainty of sale** – Your equipment will be sold on auction day, and you will know exactly when you will get the proceeds of the sale.

AUCTION PROPOSAL

We propose to sell your assets by unreserved Ritchie Bros public auction on August 31st – Sept 1st, 2023.

Gross Guarantee

Ritchie Bros. will give a gross guarantee on the assets listed in the Schedule A from **Suwanee County FL Board of County Commissioners**.

- Ritchie Bros. will guarantee **Suwanee County FL Board of County Commissioners** to the sum fifty thousand dollars (\$50,000) at a twelve percent (12%) commission rate for the assets listed in the attached Schedule A.
- Any proceeds above the sum fifty thousand dollars (\$50,000) shall be split with seventy percent (70%) paid to **Suwanee County FL Board of County Commissioners** and thirty percent (30%) paid to Ritchie Bros.
- At time of inspection, all assets will have minimum 33% fuel, clean fuel filters and all other fluids full. All equipment will start unassisted, at the turn of the key and operate as manufacture intended.
- To ensure the proper sale of the assets, Ritchie Bros. estimates and not to exceed two thousand one hundred and fifty dollars (\$2,150) refurbishment and inspection budget to be taken from net proceeds.
- All assets to be delivered to the yard by June 15th, 2023.
- Payment will be made by wire transfer twenty-one (21) days after the sale of assets listed on attached Schedule A.
- Ritchie Bros. will honor this proposal up to 5:00 pm on June 5th, 2023.

This auction proposal is the proprietary work product of Ritchie Bros. Auctioneers and is intended solely for your personal and corporate review and consideration. Any review by, retransmission, or other dissemination of the information herein to outside parties, or other use of this auction proposal and/or Schedule A is prohibited without the express written consent of Ritchie Bros. Auctioneers.

We thank you for the opportunity to provide you with our auction proposal and look forward to closely working with you to achieve the maximum return on the sale of your valued assets.

Thank you for your valued consideration.

Sincerely,

Ritchie Bros. Auctioneers

Per: Blain Oihus

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval for staff to advertise an RFP for buyout and replacement dump trucks

Considerations:

- Two companies have expressed interest to purchase all ten (10) of the County's heavy duty dump trucks
- Staff have compiled specifications for and RFP to replace the dump trucks
- The plan is to publicly solicit the RFP to any interested party for the sale of the ten (10) current units contingent upon receiving and leasing ten (10) replacement units

Budget Impact:

- No budget impact

Recommendation:

- Approval for staff to move forward with RFP solicitation for the dump trucks

Respectfully submitted,

Greg Scott,

County Administrator

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Authorize County Administrator to award RFP 2023-07 Grant Administration CDBG to Fred Fox Enterprises, Inc.

Considerations:

RFP 2023-07 Grant Administration CDBG opened on May 30th, 2023.

The two firms (Fred Fox Enterprises, Inc. and Guardian Community Resource Management) were scored by a selected board on June 13th, 2023. Fred Fox Enterprises, Inc. had the highest combined score out of the two firms.

Recommendation:

Respectfully request approval to award the bid for the RFP 2023-07 Grant Administration CDBG.

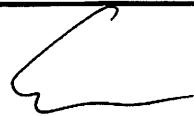
Respectfully submitted,

Greg Scott,
County Administrator

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
GRANT ADMINISTRATION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT
SCORE SHEET TABULATIONS - RFP NUMBER 2023-07**

	Fred Fox Enterprises, Inc.	Guardian Community Resource Management
Reviewer's Name		
Brenda Flanagan	98	80
Eddie Hand	97	94
Willie Willis	97	93
Grand Totals	292	267

Logan Woods



Tabulation By:

06.13.23

Date:

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Authorization for the County Administrator and County Attorney to negotiate with the highest ranked firm for Professional Engineering Services.

The project associated with this request is for the design for the widening and resurfacing of existing lanes of CR 49 from CR 252 to US 90.

Considerations:

Scoring for RFQ 2023-11 for Professional Engineering Services was completed on June 1, 2023.

Once the County Administrator and County Attorney have completed negotiations with the highest ranking firm, an agreement will be placed on the BOCC agenda for approval.

Budget Impact:

Funded by FDOT

Recommendation:

Authorization is requested for the County Administrator and County Attorney to negotiate with the highest ranked firm for Professional Engineering Services.

Respectfully submitted,

Dated:

Greg Scott,
County Administrator

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
 PROFESSIONAL ENGINEERING SERVICES
 SCORE SHEET TABULATIONS - RFQ NUMBER 2023-11**

Reviewer's Name	George & Assoc Consulting Engineers, Inc.	John Locklear	William Menadier	Brian Pitman	N Florida Prof Engineering Svcs
Eddie Hand	90	87	85	94	95
Shannon Roberts	96	100	87	98	91
Willie Willis	92	93	89	95	90
Grand Totals	278	290	261	297	276

Hogan Woods

Tabulation By:

6/1/23

Date:

SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-23-06-01 Crackerwood LLC

Objective: Application for Special Permit requests to construct (3) Breeder Houses as an Intensive Agriculture operation on Property zoned A-1.

Considerations: The use is allowable by Special permit per section 14.6 of the Land Development Regulations. The required 300 feet setbacks are shown to be met on the proposed site plan. This is an Agricultural zoning district with existing Intensive Agriculture in close proximity to this proposed site.

Recommendation: We recommend approval of the Special Permit in accordance with the site plan submitted as part of the request.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
ZONING SPECIAL PERMIT

Name of Title Holder(s): Cracker Ward, LLC ; Donald L. BURK, JR

Address: 8561/2 Avond Rd City/State/Zip: Yulee, FL 32097

Phone Number: 904-509-0176

Agent's Name & Address (if applicable): _____

Phone Number: _____

Please provide the following information:

1. Legal Description: 07-045-12E-10560-003000

(PAGE IS ATTACHED) SEE LEGAL DESCRIPTION ON LAST PAGE.

(Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: SR-51, LIVE OAK, FL 32060

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: THREE (3) BREEDER HOUSE. APPROXIMATELY EACH 1-42 X 600 FT. (PAGE IS ATTACHED)

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: 14.6 Intensive Ag

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

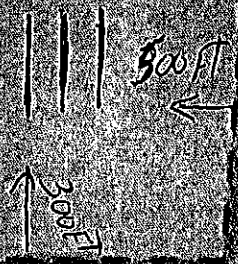
6:50 p.m. - Vie may 19



Appx 45 Acres



2019/10



1971/10

6:50 p.m. - Vie may 19

70%

Suwannee County Property Appraiser
Ricky Gamble, CFA

2023 Working Values
updated: 5/18/2023

Tax Estimator Retrieve Tax Record Property Card Parcel List Generator

Show on GIS Map (Print) Show Viewer

Parcel: << 07-04S-12E-10560-003000 >>

Owner & Property Info

Result 1 of 9 >>

Owner	CRACKER WOOD LLC 85612 AVANT RD YULEE, FL 32097		
Site			
Desc*	LEG 46.01 ACRES FOR P.O.R. COMM AT THE SE COR OF N1/2 OF SW1/4 RUN S 88 DEG 47'08 W 50.36 FT TO THE WEST R/W LINE OF 197TH ROAD AND THE P.O.B. RUN S 88 DEG 47'08 W 1271.32 FT RUN N 01 DEG 13'23 W 363.53 FT RUN S 88 DEG 47'08 W 1130.13 FT TO THE EAST R/W ...more>>>		
Land Area	46.01 AC	S/T/R	07-04S-12E
Use Code**	TIMBERLAND 70-79 (5600)	Tax District	COUNTY (CO)

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.

**The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

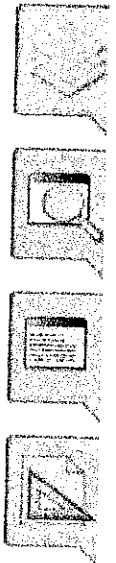
Property & Assessment Values

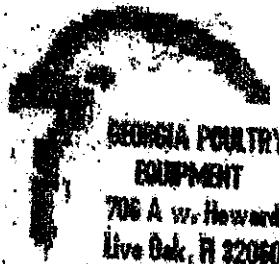
2022 Certified Values		2023 Working Values	
Mkt Land	\$160,020	Mkt Land	\$92,020
Ag Land	\$20,322	Ag Land	\$11,686
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Market	\$160,020	Market	\$92,020
Assessed	\$20,322	Assessed	\$11,686
Exempt	\$0	Exempt	\$0
Total Taxable	\$20,322	Total Taxable	\$11,686

Sales History

Show Similar Sales within 1/2 mile

Sale Date	Sale Price	Bk/Pg	Vac/Imp	Qualified
-----------	------------	-------	---------	-----------





**GEORGIA POULTRY
EQUIPMENT**
706 A W. Howard St
Live Oak, FL 32060
Phone: (386) 362-4590
Fax: (386) 364-5959

Name Pilgrims Breeder house
Address _____
City _____
Phone _____
Effective for 30 days from: 09-22-2022

equipment for 1- 42 x 600 ft breeder house

Qty	Item	#	Total Price
	windstorm 52" fans	10	
1	water meter 1 pulse per gal.		
1	stenner pump medicator		
236	10 watt led bulbs		
236	pin sockets for bulbs		
1	burch 13000-20e cooling unit with heater & humidifier		
1	DeWalt drill for raising equipment		
2	60" enviro fans for egg room		
1	hired hand roll seal door 10'x12'		
1	complete labor for installation of equipment listed		

** NO SLATS IN THIS QUOTE
NO Lumber, Except for usychway
Builder to furnish 2x6 over nest fasten
NO generator, NO transfer switch*

EQUIPMENT	LABOR	TAX	PARTIAL AG EXEMPT ESTIMATE TAX	GRAND TOTAL	Included	Included
				ONE HOUSE	\$ 6000.00	\$ 248,500.00
						248,500 x 3 = \$ 745,500.00

* Grower to UNLOAD & store all equipment Needs Forklift or Forks

Thank you
Paul J. [Signature]

NO Slats or NO Lumber, IN THIS QUOTE...

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.

Donald F. Burch, Jr. 5-15-2023
Signature of Title Holder(s) Date
Cracker Wood, LLC member/owner

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

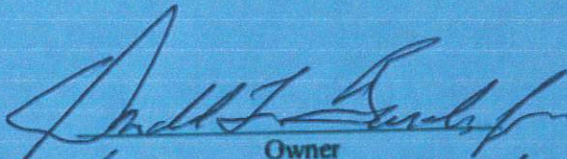
Date

AUTHORIZATION FOR AGENT TO REPRESENT

OWNER(S) IN ZONING/LAND USE MATTERS

I (We), the undersigned owner(s), do hereby authorize _____
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:

5-15-2023
Date


Owner
Cracker Wood, LLC member/owner

Date

Owner



Prepared by:
Michael H. Harrell
Abstract Trust Title, LLC
283 NW Cole Terrace
Lake City, FL 32055
4-9927

Warranty Deed

Individual to Individual

THIS WARRANTY DEED made the 5 day of September, 2020 by *Equity Trust Company dba Sterling Trust Company, as custodian or trustee for the benefit of Elizabeth Brauer*, hereinafter called the grantor, to *Cracker Wood, LLC, A Florida Limited Liability Company*, whose address is: 85612 Avant Road, Yulee FL 32097, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all that certain land situate in Suwannee County, Florida:

See Exhibit "A" Attached Hereto and By This Reference Made A Part Thereof.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to the prior year.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Laura Dertz
Witness:
Laura Dertz
Printed Name:
Laura Dertz
Witness:
Laura Dertz
Printed Name:

Matthew Collier
By: _____ Equity Trust
Company dba Sterling Trust Company, as
custodian or trustee for the benefit
of Elizabeth Brauer.
MATTHEW COLLIER
Corporate Alternate Signer

STATE OF Ohio
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of September, 2020 by Equity Trust Company dba Sterling Trust Company, as custodian or trustee for the benefit of Elizabeth Brauer, personally known to me or, if not personally known to me, who produced personally known as identification.



Sarah Klimas
Notary Public
Commission Exp Feb 15, 21

Att: 9927

Exhibit "A"

Part of the N 1/2 of the SW 1/4 and part of the S 1/2 of the NW 1/4 of Section 7, Township 4 South, Range 12 East, Suwannee County, Florida, being more particularly described as follows:

For point of reference commence at the Southeast corner of said N 1/2 of SW 1/4, thence run S 88 degrees 47'08" West along the South line of said N 1/2 of SW 1/4, a distance of 50.36 feet of the West right of way line of 197th Road and the point of beginning; thence continue S 88 degrees 47'08" West along said South line a distance of 1271.32 feet; thence run N 01 degrees 13'23" West a distance of 363.53 feet; thence run S 88 degrees 47'08" West a distance of 1130.13 feet to the East right of way line of State Road No. 51; thence run N 19 degrees 19'12" East along said East right of way line a distance of 537.97 feet to a point of curve of a curve concaved Southeasterly having a radius of 5679.58 feet; thence run along and around said curve a chord bearing and distance of N 24 degrees 30'06" East 1025.89 feet to the point of tangency of said curve; thence run N 88 degrees 37'56" East a distance of 1769.10 feet to said West right of way line; thence run S 01 degrees 10'07" East along said West right of way line a distance of 1796.33 feet to the point of beginning.

Original Document

**RESOLUTION BY CORPORATION CONFERRING GENERAL SIGNING
AUTHORITY ON OFFICERS and CORPORATE ALTERNATE SIGNERS**

Resolved, that any one of the following named Officers and Corporate Alternate Signers:

(OFFICER)

Jeffrey Alan Desich	Executive Vice Chairman	Elizabeth A. Jerdonek	Chief Administrative Officer & General Counsel
George E. Sullivan	Chief Executive Officer	Matthew T. Gardner	Chief Financial Officer
Richard A. Desich	Vice President		


(CORPORATE ALTERNATE SIGNER)

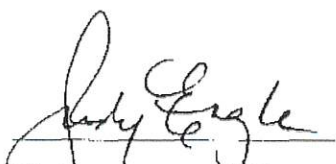
David Roger Allen	Corporate Alternate Signer	Jeffrey S. Brown	Corporate Alternate Signer
Lindsay Louise Buchholzer	Corporate Alternate Signer	Matthew Collier	Corporate Alternate Signer
Hope Lynn Gonzales	Corporate Alternate Signer	Brandi Marie Greene	Corporate Alternate Signer
Jessica A. Hardon	Corporate Alternate Signer	Brian Anthony Hering	Corporate Alternate Signer
Mary Colleen Kilbane	Corporate Alternate Signer	Paula Marie Neuhoff	Corporate Alternate Signer

Are/is hereby authorized and empowered to sell, purchase, assign, and transfer any and all bonds, certificates of deposit, stocks, real property, satisfaction of mortgage, securities or other investments which may be registered in the name of this Corporation or which may now or hereafter be assigned to it. It is further *Resolved* that any and all such assignments of securities and investments registered in the name of or assigned to this Corporation, heretofore or hereafter made by the above-named Officer(s) or Corporate Alternate Signer(s), are hereby ratified and confirmed.

I hereby certify that the foregoing is a true and correct copy of a Resolution passed at a regular quarterly meeting of the Board of Directors, the governing body of Equity Trust Company, a duly authorized corporation. Said Resolution has not been amended or repealed, and it is presently in full force and effect.

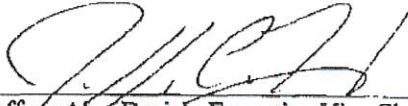
Witness my signature this 4th day of March, 2020



Official Signature of an Officer


This document was prepared by
Equity Trust Company

SIGNATURE GUARANTEE ATTACHED

**SIGNATURE GUARANTEE
RESOLUTION BY CORPORATION CONFERRING GENERAL SIGNING
AUTHORITY ON OFFICERS and CORPORATE ALTERNATE SIGNERS**


Jeffrey Alan Desich, Executive Vice Chairman



Elizabeth A. Jerdonek, Chief Administrative Officer
& General Counsel

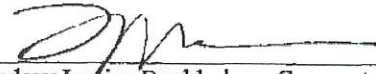

George E. Sullivan, Chief Executive Officer

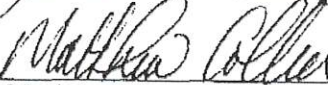

Matthew T. Gardner, Chief Financial Officer

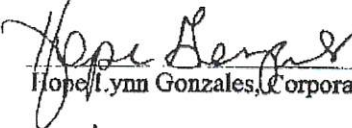

Richard A. Desich, Vice President


David Roger Allen, Corporate Alternate Signer


Jeffrey S. Brown, Corporate Alternate Signer


Lindsay Louise Buchholzer, Corporate Alternate Signer

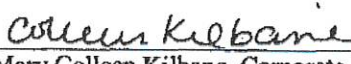

Matthew Collier, Corporate Alternate Signer


Hope Lynn Gonzales, Corporate Alternate Signer


Brandi Marie Greene, Corporate Alternate Signer


Jessica A. Hardon, Corporate Alternate Signer



Brian Anthony Hering, Corporate Alternate Signer


Mary Colleen Kilbane, Corporate Alternate Signer


Paula Marie Neuhoff, Corporate Alternate Signer

SUBSCRIBED TO before me this 4 day of March, 2020




Notary Public
My Commission Expires: 1-4-21

SUWANNEE COUNTY
RESOLUTION NO. 2023-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 14.6.1.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO ALLOW POULTRY HOUSES, AS INTENSIVE AGRICULTURE ON PROPERTY ZONED AGRICULTURE-1 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, entitled Suwannee County Land Development Regulations and hereinafter referred to as 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 approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-23-06-01, for a special permit to construct Three (3) poultry houses has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition for additional poultry houses on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district
- c) The petitioner has proposed refuse and service areas, with particular reference to the items

- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

- WHEREAS, the Board of County Commissioners has determined and found that
- a) The proposed use would be in conformance with the County's Comprehensive Plan;
 - b) The proposed use is compatible with the established land use pattern;
 - c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
 - d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
 - e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
 - f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
 - g) The proposed use will not create a drainage problem
 - h) The proposed use will not seriously reduce light and air to adjacent areas
 - i) The proposed use will not affect property values in the area
 - j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
 - k) The proposed use is not out of scale with the needs of the neighborhood or the community

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Crackerwood LLC to build Three (3) poultry house on property zoned A-1 on certain lands within the County as described as follows:

Part of the N ½ of the SW ¼ and part of the S ½ of the NW ¼ of Section 7, Township 4 South, Range 12 East, Suwannee County, Florida being more particularly described as follows;

For point of reference commence at the SE corner of said N ½ of SW ¼, thence run S 88°47'08" West along the South line of said N ½ of SW ¼ a distance of 50.36 feet to the West right-of-way line of 197th Road and the POB; thence continue South 88° 47'08" West along said South line a distance of 1271.32 feet; thence run North 01° 13'23" West a distance of 363.53 feet; thence run South 88° 47'08" West a distance of 1130.13 feet to the East right-of-way line of SR 51; thence run N 19° 19'12" East along said East right-of-way line a distance of 537.97 feet to a point of curve of a curve concaved SW having a radius of 5679.58 feet; thence run along and around said curve a chord bearing and distance of 24° 30'06" East 1025.89 feet to the point of tangency of said curve; thence run 88° 37'56" East a distance of 1769.10 feet to said West right-of-way line; thence run South 01° 10'07" East along said West right-of-way line a distance of 1796.33 feet to the POB.

The Board of County Commissioners approves a special permit for (3) Three poultry houses for said property, subject to the conditions if any listed-on Attachment 1.

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.

DULY ADOPTED in session this 20th day of June 2023

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Franklin White, Chairman

ATTEST:

Barry Baker, Clerk

SUWANNEE COUNTY

Planning & Zoning

Executive Summary Replat of Duke's Place

Objective: Plat and supporting documentation of application and title opinion for a Replat of Duke's Place subdivision. The original plat of Duke's Place was approved and recorded by the County on July 5, 2022. After the approval, the applicant ran into issues with driveway separations with the Florida Department of Transportation.

Considerations: The request alters the original plat of Duke's Place subdivision by eliminating a 5 acre lot and changing it to a 10 acre lot. Also there will be shared driveway access. The changes require the filing of the new revised plat.

Recommendation: We recommend approval of the final plat.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR PRELIMINARY PLAT APPROVAL

THE UNDERSIGNED HEREBY APPLIES TO THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA FOR PRELIMINARY APPROVAL OF A PROPOSED SUBDIVISION TO BE CALLED;

Name of Subdivision: *Replat of Duke's Place*

I. LEGAL DESCRIPTION OF PROPERTY: *See attached*

I. APPROXIMATE AREA OF SUBDIVISION: *25.10 Acres*

II. TOTAL NUMBER OF LOTS OR PARCELS: *4*

V. SIZE OF LOTS: *1 @ 10.06 ac 3 @ ± 5.01 ac*

V. DIRECTIONS TO PROPERTY: *Take Ohio Ave. S. to 11th St. & head West to the roundabout just past Howland's Building Supply. Head SW on SR 51 to the intersection of SR 51 & 129th Rd. property is on the North side of SR 51 just past the intersection.*

VI. OWNER(S)

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>TELEPHONE</u>
<i>Daniel Crapps Family, LLC</i>	<i>2806 W. U.S. HWY 90 Lake City, FL 32055</i>	<i>(386) 755-5110</i>

VII. SUBDIVIDER

<u>NAME</u>	<u>MAILING ADDRESS</u>	<u>TELEPHONE</u>
<i>North Florida Professional Services</i>	<i>1450 SWSR 47 Lake City, FL 32025</i>	<i>(386) 752-4675</i>

VIII. ENGINEER
NAME

N/A

MAILING ADDRESS

TELEPHONE

IX. SURVEYOR

NAME

James B. Smith

MAILING ADDRESS

1450 SW SR 47
Lake City, FL
32025

TELEPHONE

(850) 849-1606

X. VARIANCES THAT WILL BE REQUESTED:

N/A

THE OWNER OF THIS PROPERTY AND THE UNDERSIGNED AGREE TO CONFORM TO ALL REQUIREMENTS OF THE SUWANNEE COUNTY SUBDIVISION REGULATIONS AND TO ALL APPLICABLE LAWS.

SIGNATURE OF APPLICANT

James B. Smith

ADDRESS

1450 SW SR 47, Lake City FL 32025

DATE:

2/13/2023

DESCRIPTION:

BLOCK A

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run South 00°10'16" East, along the West line of said Northeast ¼ of Section 33, a distance of 779.88 feet; thence North 88°39'20" East, a distance of 517.63 feet; thence South 00°13'31" East, a distance of 363.21 feet to the POINT OF BEGINNING; thence continue South 00°13'31" East, a distance of 79.68 feet; thence North 88°38'55" East, a distance of 850.02 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'38" East, along said Westerly right-of-way line of State Road No. 51, a distance of 349.19 feet; thence North 45°14'24" West, a distance of 645.18 feet; thence South 44°56'09" West, a distance of 905.43 feet to the POINT OF BEGINNING. Containing 10.06 acres, more or less.

AND ALSO

BLOCK B

COMMENCE at the Northwest corner of the North ½ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North 88°32'31" East, along the North line of the Northeast 1/4 of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 1696.33 feet to the POINT OF BEGINNING; thence South 45°08'28" West, a distance of 675.32 feet; thence South 45°14'24" East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'38" East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast 1/4 of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida; thence South 88°32'31" West, along said North line of the Northeast 1/4 of Section 33, being also said South line of Carriage Place Unit 1, a distance of 939.86 feet to the POINT OF BEGINNING. Containing 15.04 acres, more or less.

Branden L. Strickland, Esq.
Strickland Law Firm, P.L.
283 NW Cole Terrace
Lake City, FL 32055
386-752-0946

May 15, 2022

Suwannee County Board of County Commissioners
Suwannee County Courthouse
13150 Voyles St, Live Oak
Live Oak, FL 32060

RE: Duke's Place / 4-12064

Dear Gentlemen:


This is to certify that I have examined the title to the following described lands in Suwannee County, Florida, to wit:

See Exhibit "A" Attached Hereto and by this Reference Made a Part Thereof.

Covering a period of time from November 1, 1992, to May 15, 2023, and, in my opinion, the record owner of the real estate is Turkey Creek Phase 1, LLC, subject only to the following:

1. Real Property Taxes are paid in full for the year 2022 and all prior years
2. Subject to 2023 real estate taxes and subsequent years which are not yet due or payable

IN WITNESS WHEREOF, I have hereunto set my hand at Live Oak, Florida, this 15th day of May, 2023.



Branden L. Strickland, Attorney at Law

Exhibit "A"

FOR: Duke's Place Replat

BLOCK A

COMMENCE at the Northwest corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run South $00^{\circ}10'16''$ East, along the West line of said Northeast $\frac{1}{4}$ of Section 33, a distance of 779.88 feet; thence North $88^{\circ}39'20''$ East, a distance of 517.63 feet; thence South $00^{\circ}13'31''$ East, a distance of 363.21 feet to the POINT OF BEGINNING; thence continue South $00^{\circ}13'31''$ East, a distance of 79.68 feet; thence North $88^{\circ}38'55''$ East, a distance of 850.02 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North $45^{\circ}08'40''$ East, along said Westerly right-of-way line of State Road No. 51, a distance of 349.19 feet; thence North $45^{\circ}14'24''$ West, a distance of 645.18 feet; thence South $44^{\circ}56'09''$ West, a distance of 905.43 feet to the POINT OF BEGINNING. Containing 10.06 acres, more or less.

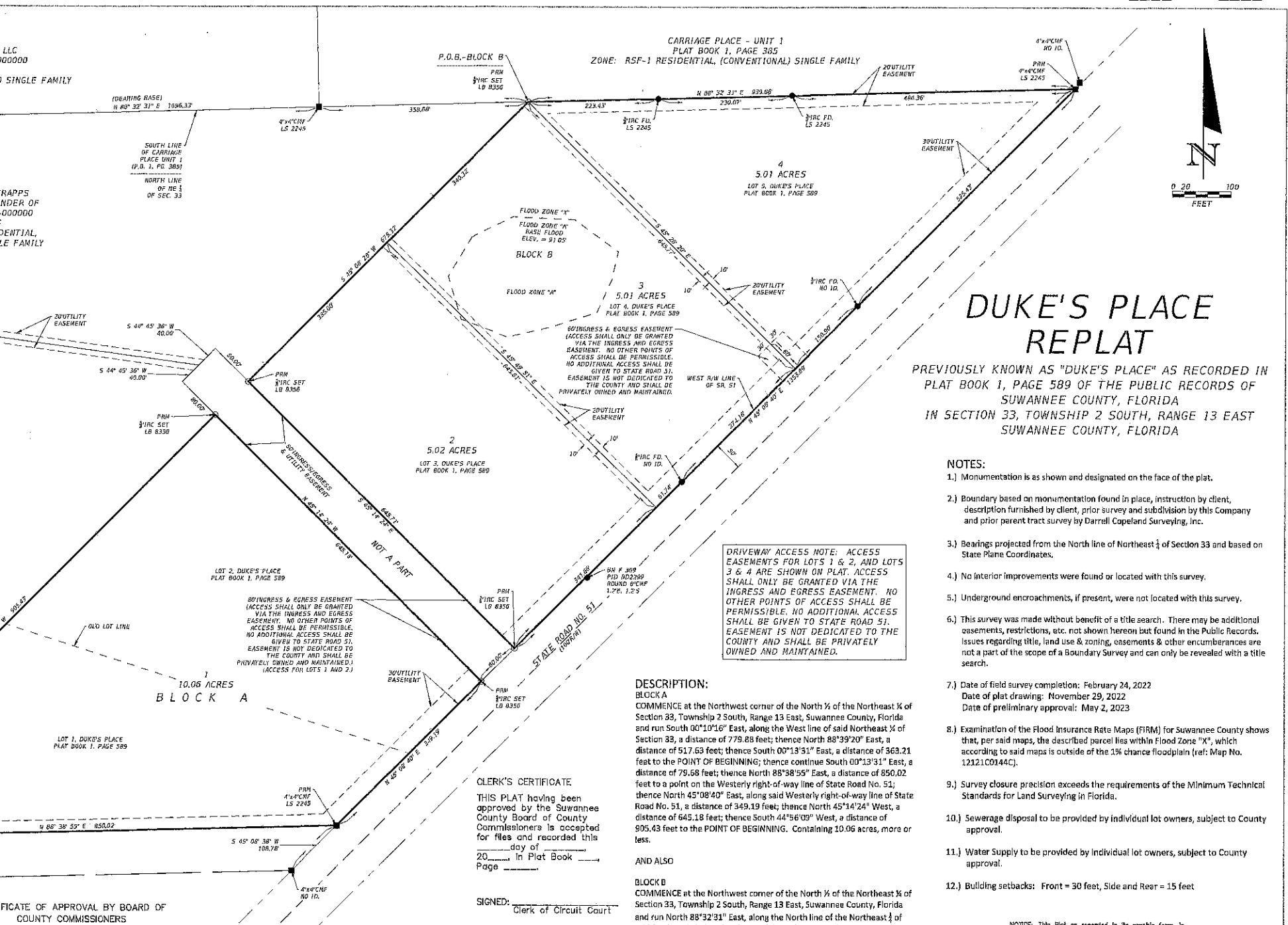
AND ALSO

BLOCK B

COMMENCE at the Northwest corner of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North $88^{\circ}32'31''$ East, along the North line of the Northeast $\frac{1}{4}$ of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 1696.33 feet to the POINT OF BEGINNING; thence South $45^{\circ}08'28''$ West, a distance of 675.32 feet; thence South $45^{\circ}14'24''$ East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North $45^{\circ}08'40''$ East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast $\frac{1}{4}$ of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida; thence North $88^{\circ}32'31''$ East, along said North line of the Northeast $\frac{1}{4}$ of Section 33, being also said South line of Carriage Place Unit 1, a distance of 939.86 feet to the POINT OF BEGINNING. Containing 15.04 acres, more or less.

LLC
000000
SINGLE FAMILY

TRAPPS
UNDER OF
000000
RESIDENTIAL,
SINGLE FAMILY



DUKE'S PLACE REPLAT

PREVIOUSLY KNOWN AS "DUKE'S PLACE" AS RECORDED IN
PLAT BOOK 1, PAGE 589 OF THE PUBLIC RECORDS OF
SUWANNEE COUNTY, FLORIDA
IN SECTION 33, TOWNSHIP 2 SOUTH, RANGE 13 EAST
SUWANNEE COUNTY, FLORIDA

NOTES:

- 1.) Monumentation is as shown and designated on the face of the plat.
- 2.) Boundary based on monumentation found in place, instruction by client, description furnished by client, prior survey and subdivision by this Company and prior parent tract survey by Darrell Copeland Surveying, Inc.
- 3.) Bearings projected from the North line of Northeast ¼ of Section 33 and based on State Plane Coordinates.
- 4.) No interior improvements were found or located with this survey.
- 5.) Underground encroachments, if present, were not located with this survey.
- 6.) This survey was made without benefit of a title search. There may be additional easements, restrictions, etc. not shown hereon but found in the Public Records. Issues regarding title, land use & zoning, easements & other encumbrances are not a part of the scope of a Boundary Survey and can only be revealed with a title search.
- 7.) Date of field survey completion: February 24, 2022
Date of plat drawing: November 29, 2022
Date of preliminary approval: May 2, 2023
- 8.) Examination of the Flood Insurance Rate Maps (FIRM) for Suwannee County shows that, per said maps, the described parcel lies within Flood Zone "X", which according to said maps is outside of the 1% chance floodplain (ref: Map No. 12121C0244C).
- 9.) Survey closure precision exceeds the requirements of the Minimum Technical Standards for Land Surveying in Florida.
- 10.) Sewerage disposal to be provided by individual lot owners, subject to County approval.
- 11.) Water Supply to be provided by individual lot owners, subject to County approval.
- 12.) Building setbacks: Front = 30 feet, Side and Rear = 15 feet

DRIVEWAY ACCESS NOTE: ACCESS EASEMENTS FOR LOTS 1 & 2, AND LOTS 3 & 4 ARE SHOWN ON PLAT. ACCESS SHALL ONLY BE GRANTED VIA THE INGRESS AND EGRESS EASEMENT. NO OTHER POINTS OF ACCESS SHALL BE PERMISSIBLE. NO ADDITIONAL ACCESS SHALL BE GIVEN TO STATE ROAD 51. EASEMENT IS NOT DEDICATED TO THE COUNTY AND SHALL BE PRIVATELY OWNED AND MAINTAINED.

DESCRIPTION:
BLOCK A
COMMENCE at the Northwest corner of the North ¼ of the Northeast ¼ of Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run South 00°10'16" East, along the West line of said Northeast ¼ of Section 33, a distance of 779.88 feet; thence North 88°39'20" East, a distance of 517.63 feet; thence South 00°13'31" East, a distance of 363.21 feet to the POINT OF BEGINNING; thence continue South 00°13'31" East, a distance of 79.68 feet; thence North 88°38'55" East, a distance of 850.02 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 349.19 feet; thence North 45°14'24" West, a distance of 645.18 feet; thence South 44°56'09" West, a distance of 905.43 feet to the POINT OF BEGINNING. Containing 10.06 acres, more or less.

AND ALSO
BLOCK B
COMMENCE at the Northwest corner of the North ¼ of the Northeast ¼ of said Section 33, Township 2 South, Range 13 East, Suwannee County, Florida and run North 88°32'31" East, along the North line of the Northeast ¼ of said Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia County, Florida, a distance of 2696.33 feet to the POINT OF BEGINNING; thence South 45°08'28" West, a distance of 675.32 feet; thence South 45°14'24" East, a distance of 645.71 feet to a point on the Westerly right-of-way line of State Road No. 51; thence North 45°08'40" East, along said Westerly right-of-way line of State Road No. 51, a distance of 1353.89 feet to a point on the North line of the Northeast ¼ of Section 33, being also the South line of Carriage Place Unit 1, a subdivision recorded in Plat Book 1, Page 385 of the public records of Columbia

CLERK'S CERTIFICATE
THIS PLAT having been approved by the Suwannee County Board of County Commissioners is accepted for files and recorded this _____ day of _____ 20____ In Plat Book _____ Page _____
SIGNED: _____
Clerk of Circuit Court

TOTAL ACREAGE = 25.10 ACRES

FICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA

TO CERTIFY, that on _____ the _____ Plat was approved by the board of county commissioners for Suwannee County, Florida



ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
My Commission _____
The foregoing dedication was acknowledged before me this _____ day of _____ 20____



ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
My Commission _____
The foregoing dedication was acknowledged before me this _____ day of _____ 20____

NOTICE: This Plat as recorded in its graphic form, in the official depiction of the subdivided lands described herein and will in no circumstances be supported in authority by any other copies or digital form of the Plat. There may be additional restrictions that are not recorded on this Plat that may be found in the Public Records of this County.

NOTICE: All Plat utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas, or other public utility. In the event that a cable television company

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Establish a set sale price for the property located on 10th Terrace, Property I.D. No. 04-01S-12E-09421-180490.

Considerations:

During the regularly scheduled Board meeting on April 18, the Board approved the surplus of the property and authorized staff to obtain an appraisal on the subject property. The current appraisal is based on the sales comparison approach and determined the property's worth is estimated at \$30,000.

Recommendation:

Determine and set the sale price and, upon approval of the sale price, authorize County staff to forward it to Poole Realty for sale.

Respectfully submitted,

Dated: June 15, 2023

Greg Scott,
County Administrator



Suwannee County Property Appraiser Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

PARCEL: 04-01S-12E-09421-180490 (exmpt: 85) | COUNTY (8600) |
 LEG LOT 49 BLK 18 SUWANNEE RIVER PARK EST. UNIT #1

NOTES:



Suwannee County, FL

SUWANNEE COUNTY PARK AREA

Owner: LIVE OAK, FL 32060

Site:

Sales Info

NONE

2023 Working Values

	Mkt Lnd	\$21,000	Appraised	--
	Ag Lnd	\$0	Assessed	\$20,631
	Bldg	\$0	Exempt	\$21,000
	XFOB	\$0	Total	\$0
	Just	--	Taxable	

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

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SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Discuss, with possible Board action, the purchase of property for economic development. (Greg Scott, County Administrator)

Considerations:

The property owner is willing to sell.

The property is located in an area that is beneficial for the County.

Budget Impact:

To be funded from the Boards budget (1110).

Recommendation:

Respectfully request that the Suwannee County Board of County Commissioners provide staff with the direction to proceed.

Respectfully submitted,

Greg Scott,
County Administrator

Dated: June 15, 2023

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

PUBLIC CONCERNS AND COMMENTS



ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

