

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

TENTATIVE AGENDA FOR MARCH 19, 2024, 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 to address concerns regarding all items on the consent agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- 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 to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

APPROVAL OF MINUTES:

1. March 5, 2024 – Regular Meeting

PUBLIC CONCERNS AND COMMENTS:

CONSENT:

2. Approval of payment of processed invoices.
3. Approval of AIG Storage Tank Third Party Liability renewal warranty with Terrorism Act Premium for policy period June 6, 2024 – June 3, 2025. Budgeted item.
4. Approval to extend Agreement No. 2021-53 with Dewberry Engineers, Inc. for engineering services.
5. Approval of Task Order with North Florida Professional Services, Inc. for engineering services associated with Phase II of 68th Terrace roadway redesign. Budget impact: to be paid from the Board Professional Services line.
6. Approval of Interlocal Agreement continuing the North Florida Workforce Consortium.

TIME-SPECIFIC ITEMS:

7. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider Special Permit Request No. SP-24-03-01 by Vickie Clark Music DePratter to be granted a special permit under Section 4.4.5 (B) (13) of the Suwannee County Land Development Regulations for 139 site RV Park and Campground. (Ron Meeks, Development Services Director)
8. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold the first of two public hearings** regarding LDR 24-01, an application by the Board of County Commissioners to amend Section 4.20.1 of the Land Development Regulations by adding section 14.11 (b) (11) relating to backup generators on tower construction and co-location of equipment. (Ron Meeks, Development Services Director)
9. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider LDR 24-02, an application by Blackhawk Engineering, authorized agent for Swanson Development, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from AGRICULTURE-2 (A-2) to COMMERCIAL HIGHWAY INTERCHANGE (CHI). (Ron Meeks, Development Services Director)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

CONSULTANT ITEMS:

GENERAL BUSINESS:

10. Discuss, with possible Board action, the North Florida Water Utilities Authority Interlocal Agreement. (Greg Scott, County Administrator)
11. **Additional Agenda Items.** The Chairman calls for additional items.
12. Administrator's comments and information.
13. Board Members Inquiries, Requests, and Comments.

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 Travis Land and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Chief Deputy Clerk of Finance Keith Gentry; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman Land 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 February 20, 2024 regular meeting.

Commissioner Perkins moved to approve the minutes of the February 20, 2024 Regular meeting. Commissioner White seconded, and the motion carried unanimously.

PUBLIC CONCERNS AND COMMENTS:

Mr. Keith Broaders, 201 Ranchero Street NW, Live Oak, discussed representation at the State level and the right to be heard. He noted that Florida had one of the worst ratios of representatives to citizens in the country and suggested contacting legislators to work on the problem.

Mr. John Koch, 1805 289th Road, McAlpin, discussed the lack of local news or manning of the "local" radio stations. He expressed concern with the one-sidedness of the news as a result.

Commissioner Hale expressed concerns as well with the lack of truly local radio stations that could provide local news and reminded the public of the lack of information provided during Hurricane Idalia.

CONSENT:

The second item on the agenda was to approve payment of \$3,844,328.09 in processed invoices.

The third item on the agenda was authorization to piggyback on Contract 22-204 for Roofing, Construction, and Repair Services between the Suwanee County School Board and O’Neal Roofing, Co. for repairs to Suwanee County Jail’s recreation yard deck. Budgeted item. **(Agreement No. 2024-49)**

The fourth item on the agenda was approval of the Agreement and Fee Schedule with District 2 Medical Examiner. Services are budgeted. **(Agreement No. 2024-46)**

The fifth item on the agenda was adoption of a resolution proclaiming the month of March as “National Athletic Training Month”. **(Resolution No. 2024-24)**

Commissioner White moved to approve consent items 2-5. Commissioner Perkins seconded, and the motion carried unanimously.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Mr. Greg Bailey, North Florida Professional Services, updated the Board on 80th and 139th construction, Greenway Trail construction, noted that 76th Street bids would be received soon, and that his office was providing staff assistance for grants.

Brief discussion ensued on 76th Street.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison stated that the Florida Department of Transportation (FDOT) had previously been given right-of-way on the CR 250 bridge, and now that the project was complete, the Board needed to accept the deeds to return them to Suwannee County.

Commissioner White moved to accept the deeds from the Florida Department of Transportation (FDOT) for property associated with the right-of-way of the bridge on CR 250. Commissioner Perkins seconded, and the motion carried unanimously.

County Attorney Morrison stated that the Board needed to adopt a revised amendment with Project Wave due to some non-substantive wording changes by the company's attorney in lieu of the one adopted by the Board in January of 2024. He asked for approval.

Commissioner Perkins moved to approve an amended agreement and easement for utilities for Project Wave. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2023-27-01)

County Attorney Morrison discussed procurement of right-of-way on 184th Street, specifically the property of Brian Veitch (Parcel ID # 21-04-15E-00876-001-000) and the landowner asked that the Board pay for moving the gate and taking the land for approximately \$13,200. Although the price was within County Administrator Scott's purchasing approval limit and money had been set aside to acquire rights-of-way, he had agreed to have it come before the Board for approval.

After some discussion, County Attorney Morrison made it clear that an agreement would be entered into with the landowner making the landowner responsible for moving the gate before the Board began work on the road project.

After questioning by Commissioner White, County Attorney Morrison stated that there were still a few landowners on the road that he was working with but did not foresee any problems.

Commissioner White moved to authorize County Attorney Morrison to offer the \$13,200 to Mr. Brian Veitch (Parcel ID # 21-04-15E-00876-001-000) for right-of-way acquisition related to 184th Street, and if accepted, to enter into and execute a contract with him to remove the fence from the right-of-way and transfer the property. Commissioner Mobley seconded, and the motion carried unanimously. (Agreement No. 2024-50)

County Attorney Morrison stated that it had been brought to his attention that the County was required to have a safety council according to the Florida Statutes, which could be done through the County or contracted out. He was working on an interlocal agreement based upon responses from other counties and added that one of the commissioners would need to be represented on it once he worked out the interlocal agreement.

GENERAL BUSINESS:

The sixth item on the agenda was Additional Agenda Items.

There were two:

The first additional agenda item was to approve Florida Department of Transportation Grant #FM 443402-02 in the amount of \$500,000 for the 169th Road Rail Crossing replacement and authorize the County Administrator to execute all associated documents.

County Administrator Scott stated that the grant was to fix the rail crossing at 169th and asked for approval.

Commissioner Hale moved to approve Florida Department of Transportation Grant #FM 443402-02 in the amount of \$500,000 for the 169th Road Rail Crossing replacement and authorize the County Administrator to execute all associated documents. Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2024-47)

The second additional agenda item was to approve Rural Infrastructure Fund (RIF) Grant #D0251 in the amount of \$764,601 for construction of sewer system improvements in the area of 68th Terrace and authorize the County Administrator to execute all associated documents.

County Administrator Scott stated that the grant would be for improvements on 68th Terrace and recommended approval.

Commissioner White moved to approve Rural Infrastructure Fund (RIF) Grant #D0251 in the amount of \$764,601 for construction of sewer system improvements in the area of 68th Terrace and authorize the County Administrator to execute all associated documents. Commissioner Perkins seconded, and the motion carried unanimously. (Agreement No. 2024-48)

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

County Administrator Scott apologized for the additional agenda items, but the State needed the paperwork approved as soon as possible. He updated the Board on options for waste management, anticipated infrastructure appropriations from the Legislature once it was signed off by the Governor, and fuel vending services.

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

Commissioner Hale thanked County employees for their hard work, reminded the public of those who are still trying to rebuild from Hurricane Idalia, and noted a fulfilling North Florida Economic Development Partnership (NFEDP) meeting recently held. He added that Project Wave would be a great addition to Suwannee County.

Commissioner White discussed the Hatch mine and hoped to work out final details for that expansion. He also discussed a regional utilities meeting held earlier in the day in Hamilton County.

Commissioner Mobley thanked the staff and public for their work and attendance.

Commissioner Perkins discussed the NFEDP event and also the Suwannee County Chamber of Commerce event recently held.

Chairman Land agreed that the Chamber of Commerce event was wonderful and congratulated the Trailblazer of the Year and Citizen of the Year.

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

There being no further business to discuss, the meeting adjourned at 6:06 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

AIG Storage Tank Third Party Liability renewal warranty statement with Terrorism coverage for policy period 6/3/24 – 6/3/25.

Considerations:

Warrants and represents that there have been no changes to the schedule of covered tanks or locations:

Suwannee County Airport
Suwannee County Public Works (Branford)
Suwannee County Public Works (Live Oak)

Budget Impact:

Budgeted Item

Recommendation:

Board approval of the AIG Storage Tank Third Party Liability renewal warranty.

Respectfully submitted,

Dated: March 19, 2024

Greg Scott,
County Administrator

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

February 22, 2024
Wesley Wainwright
Suwannee County Board of
Commissioners
13150 80th Terrace
Live Oak, FL 32060

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Suwannee County Board of
Commissioners
Policy Number: FPL004972967
Expiration Date: 6/03/24

Dear Mr. wainwright:

We are pleased to announce that we have streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

B.W. Helvenston & Sons Inc
PO Box 818
Live Oak, FL 32064-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

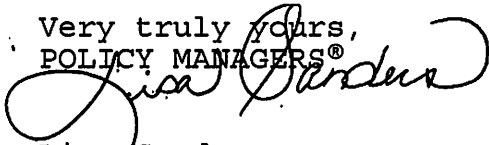
Wesley Wainwright
Suwannee County Board of
Commissioners
February 22, 2024
Page 2

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®



Lisa Sanders
Senior Account Executive
lsanders@policymanagers.com

cc: Lee H Harvard
B.W. Helvenston & Sons Inc
PO Box 818
Live Oak, FL 32064-



**Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty**

NAMED INSURED: Suwannee County Board of
Commissioners
INSURER: Commerce and Industry Insurance Company
POLICY NUMBER: FPL004972967
POLICY PERIOD: 6/03/24 - 06/03/25

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

\$1 million/\$1 million \$1 million/\$ 2 million \$2 million/\$2 million
 OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

\$5,000 \$10,000 \$25,000 \$50,000 \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



Renewal Warranty Acknowledgement

Travis Land, Chairman

B.W. Helvenston & Sons Inc

APPLICANT: _____
Suwannee^(Signature) County Board of
Commissioners

(Print Name)

BROKER: _____
PO Box 818^(Firm)
Live Oak, FL 32064-

(Street Mailing Address)

DATE: March 19, 2024

Lee H Harvard

(Contact person)

(Phone #, Fax #, Email Address)

(Signature of Broker or Agent)
A113129

(License Number and State)

0592781726

(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.policymanagers.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$20

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Suwannee County Board of
Commissioners
Pol#: 004972967
Quote#: 100778

121187 (01/16)
CI5974

SUWANNEE
Parks & Recreation

Executive Summary

Objective:

To request the Board of County Commissioners to extend the continuing services agreement with Dewberry Engineers, Inc. to perform engineering services for Suwannee County.

Considerations:

The current agreement (Suwannee Co. Agreement #2021-53) expires April 2024.

Dewberry is currently providing CEI Services for our Suwannee River Greenway at Branford project and the Charles Springs Boat Ramp project.

This agreement includes the ability to extend the services annually based on satisfactory performance.

Recommendation:

Suwannee Parks & Recreation respectfully requests the Suwannee County Board of County Commissioners to extend the continuing services agreement with Dewberry Engineers, Inc. (Suwannee County Agreement #2021-53) to perform engineering services for Suwannee County.

Respectfully submitted:

Dated: March 19, 2024

Jason Furry, CPRP
Parks & Recreation Director

SUWANNEE COUNTY AGREEMENT NO. 2021-53

ENGINEERING AGREEMENT BETWEEN
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
DEWBERRY ENGINEERS INC.

This AGREEMENT for Civil Engineering/Consulting Services, by and between Suwannee County Board of Commissioners, (hereinafter "County") with its principal office at 13150 80th Terrace, live Oak, Florida 32060 and Dewberry Engineers Inc., a Florida corporation (hereinafter "Dewberry" or the "Company"), with its principal office at 654 SE Baya Drive, Lake City, FLL 32025. The Agreement is for a period of three (3) consecutive years with the ability for an extension of the services annually based on continued satisfactory performance by the Company.

WITNESSETH:

ARTICLE I

Term: This Agreement shall be for a period of three (3) consecutive years beginning on _____, 2021, unless terminated earlier as provided herein. At the end of the initial term, this Agreement may be renewed on an annual basis for two additional one-year terms at County's sole discretion, based on continued satisfactory performance by COMPANY.

ARTICLE II

Scope of Services. COMPANY may provide planning, design, and construction related services. Such services could include, but not necessarily be limited to, planning; surveying; subsurface exploration; geotechnical analysis; civil, structural, environmental, mechanical, electrical, landscape architecture, and architectural design; environmental study and documentation; permitting on Federal, State and local levels, bidding and construction administration; resident construction representation; technical studies; utility studies; transportation studies; project plans, specifications, and initial construction contract documents; engineering design reports; land acquisition services; grant application and management; cost estimating and scheduling, attendance at meetings; and other services as may be requested by the COUNTY in appropriate Task Order.

Each individual assignment shall be the subject of a separate agreement, supplemental to this Agreement, and shall be designated "Task Order No. _____", the "number" being in accordance with the sequence in which the assignments are made.

The COMPANY's responsibilities shall be as set forth in the applicable Task Order covering the specific assignment involved which is issued pursuant to this Agreement.

ARTICLE III

Project Schedules. The COMPANY shall perform the services outlined under Article II of this Agreement consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions (the "Standard of Care") and consistent with said Standard of Care, and as more specifically

established in subsequent Task Orders in a timely manner consistent with the assignment schedules as mutually agreed upon by the COUNTY and the COMPANY commencing upon written authorization by the COUNTY to proceed with the assignment and terminating upon completion of the Project.

ARTICLE IV

Relationship of the Parties, Joint Cooperation. This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture or of any association between the COUNTY and the COMPANY. The closest collaboration and cooperation shall be maintained by the COMPANY with representatives of the COUNTY and the COUNTY will be entitled at all times to be advised, at its request, of the status of work done by the COMPANY and of the details thereof. The COMPANY will provide periodic reports of ongoing tasks accompanying each invoice for payment. The COUNTY shall furnish to the COMPANY all pertinent existing information deemed necessary by the COMPANY to be relevant to the execution of the Project. The COUNTY will have the right to inspect the work of the COMPANY at any time.

ARTICLE V

Specialty Contractors. Determination of the need for and selection of Specialty Contractors shall be made jointly by the COMPANY and the COUNTY.

ARTICLE VI

Ownership and Reuse of Documents. All tracings, plans, specifications, maps, computer data prepared or obtained under a specific Assignment of this Agreement shall remain the property of the COUNTY. However, any use of plans and specifications, except for the use specifically intended by the documents, will be at the COUNTY's sole risk and the COUNTY will indemnify the COMPANY from any and all claims and liabilities which may result from re-use of work documents for purposes other than that intended.

ARTICLE VII

Changes in the Work/Claims. COUNTY shall have the right at any time during the progress of a project to increase or decrease the work. Promptly after being notified of a change, COMPANY shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. In any event that a requested change results in work which the COMPANY asserts is not covered by this Agreement or the project Task Order, a claim by the COMPANY shall be made in writing to the COUNTY within three calendar days after the first day of the event giving rise to such claim or else the COMPANY shall be deemed to have waived the claim for additional payment. Written supporting data shall be submitted to the COUNTY within fifteen (15) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else the COMPANY shall be deemed to have waived the claim for payment of the additional services. In the event the COUNTY and the COMPANY are unable to agree on the change in compensation, the COMPANY shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the COUNTY in writing and the COUNTY shall continue to make payments in accordance with the Agreement or project Task Order during the pendency of any Claim.

ARTICLE VIII

Laws and Ordinances. The COMPANY shall comply with Federal, State and local laws and ordinances applicable to the work.

ARTICLE IX

Assignment. Except as provided in any Task Order, the COMPANY shall not sublet, assign or transfer any work under this Agreement without the written consent of the COUNTY.

ARTICLE X

Termination. The provisions of this Agreement may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

- (1) In the event the COUNTY causes abandonment, termination, or suspension of this Agreement or parts thereof, the COMPANY shall be compensated for services rendered up to the time of such termination on a quantum merit basis and documents shall remain the property of the COUNTY as outlined in Article VI.
- (2) In the event the COMPANY terminates this contract without cause, the COUNTY shall have full authority to appropriate or use all tracings, plans, specifications, maps, computer programs and data prepared or obtained under a specific Task Order under this Agreement and may enter into an agreement with others for the completion of the work under this contract. All costs and damages incurred by the COUNTY because of such termination by the COMPANY, including the cost of completing the work under this contract or any task order, shall be charged to the COMPANY. In case the expense so incurred by the COUNTY is less than the sum which would have been payable to the COMPANY if the work had been completed under this contract, the COMPANY shall NOT receive the difference. In case the expense exceeds the sum which would have been payable under the contract, then the COMPANY shall be liable to pay the COUNTY such excess.

ARTICLE XI

Reimbursement. The COUNTY will pay the COMPANY in accordance with the covenants of each Task Order. In cases where the COUNTY desires to authorize services on a time and material basis the salary rates shown in Attachment I shall apply. These rates shall be evaluated annually and adjusted in accordance with annual salary increases/decreases.

COUNTY shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the receipt of the invoice. If payment is not maintained on a thirty (30) day current basis, COMPANY may suspend further performance until payments are current. COUNTY shall notify COMPANY of any disputed amount within fifteen (15) days from date of the receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount.

ARTICLE XII

Truth in Negotiations. The COMPANY warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each Task Order are accurate, complete and current at the time of contracting and that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

ARTICLE XIII

Prohibition Against Contingent Fees. The COMPANY warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the COMPANY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee of the COMPANY any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XIV

Certification of Restrictions on Lobbying. The COMPANY agrees that no Federal appropriated funds have been paid or will be paid by or on behalf of the COMPANY to any person for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the COMPANY to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

ARTICLE XV

Access to Records. The COUNTY, FDOT and any other duly authorized representative shall have access to any books, documents, papers and records of the COMPANY which are directly pertinent to a specific Grant Program or Task Order under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. Further, COMPANY understands that the public shall have access, at all reasonable times, to all documents and information pertaining to County contracts, subject to the provisions and limitations of Chapter 119, Florida Statutes, and agrees to allow access by the County and the public to all documents subject to disclosure as prescribed under applicable law except to those documents properly marked by Company as privileged and confidential. The COMPANY shall maintain all project records for five (5) years after final payment is made and after all other pending matters are closed, whichever is later.

ARTICLE XVI

No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than the COUNTY and COMPANY. No third party shall have the right to rely on COMPANY's opinions rendered in connection with the Services without the written consent of COMPANY and the third party's agreement to be bound to the same conditions and limitations as the COUNTY.

ARTICLE XVII

Hazardous Substances. All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by COMPANY in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by COMPANY and turned over to the COUNTY for appropriate disposal. COMPANY shall not arrange or otherwise dispose of Hazardous Substances under this Agreement. COMPANY, at the COUNTY's request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but COMPANY shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) COMPANY's agents or employees to sign such manifests; or (2) COMPANY to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, COMPANY shall be considered to act as the COUNTY's agent so that COMPANY will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and the COUNTY shall indemnify COMPANY against any claim or loss resulting from such signing.

ARTICLE XVIII

Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of COMPANY to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, COMPANY shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, COMPANY may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Task Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, COMPANY shall be compensated for all reasonable termination expenses.

ARTICLE XIX

Indemnification. COMPANY shall indemnify COUNTY and employees, for any damage, injury or loss claimed by a third party claimant to the extent caused by the negligence, or willful misconduct of COMPANY, its employees, agents and subcontractors.


COUNTY shall indemnify COMPANY, its agents, and employees and subcontractors, for any damage, injury or loss claimed by the third party claimant to the extent caused by the negligence, breach of contract or willful misconduct of the COUNTY, its employees, agents and other contractors.

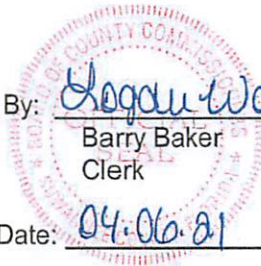
ARTICLE XX

Applicable Law/Venue. In the event that any action or proceeding is brought to enforce the terms of this Agreement, Florida law shall apply. The parties agree that venue shall only be proper in the appropriate court located in Suwannee County, Florida, and the prevailing party shall be entitled to recover the cost of the action and reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:


By: 
Barry Baker
Clerk
Date: 04.06.21



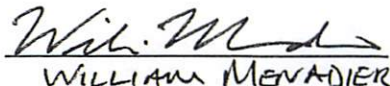
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Len Stapleton
Chairman
Date: 04.06.21

Witness:
ATTEST:

By: 
Date: 4/8/2021

DEWBERRY ENGINEERS, INC.

By: 
WILLIAM MENADIER
Its: SR. PROJECT MANAGER
Date: 4/8/21



Dewberry Engineers Inc. | 386.719.9985
654 Southeast Baya Drive | www.dewberry.com
Lake City, FL 32025

March 31, 2021

Mr. Randy Harris
Suwannee County Administrator
13150 80th Terrace
Live Oak, Fl 32060

RE: **Construction Engineering Inspection Services**
Standard Hourly Billing Rate Schedule

Dear Mr. Harris,

Thank you for the opportunity to provide professional engineering inspection services for Suwannee County. We look forward to building upon our continued working relationship. In response to your request, Dewberry is pleased to provide our Standard Hourly Billing Rate Schedule outlining our company-wide fee schedule. We understand that the County's immediate request is for Construction Engineering Inspection (CEI) services, which can be found under the Construction heading on the attached rate schedule.

Dewberry will staff your current request at an Inspector I billable rate of \$80.00/hour.

If you have any questions or need additional information, please contact me at (850) 571-1254 or at wmenadier@dewberry.com.

Sincerely,

DEWBERRY

A handwritten signature in blue ink, appearing to read "W.A. Menadier", is written over the company name.

William A. Menadier, P.E.
Sr. Project Manager

Attachment: Standard Hourly Billing Rate Schedule with Crew

STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
PROFESSIONAL	
Principal	\$299.00
Architect I, II, III	\$92.00, \$105.00, \$120.00
Architect IV, V, VI	\$140.00, \$155.00, \$175.00
Architect VII, VIII, IX	\$195.00, \$210.00, \$230.00
Interior Designer I, II, III, IV	\$85.00, \$100.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$250.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$240.00
TECHNICAL	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$125.00, \$140.00, \$155.00
Geographer/GIS VII, VIII, IX	\$185.00, \$205.00, \$235.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$155.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$170.00, \$195.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00
CONSTRUCTION	
Construction Professional I, II, III	\$120.00, \$145.00, \$165.00
Construction Professional IV, V, VI	\$185.00, \$210.00, \$235.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$170.00
SURVEY FIELD CREWS	
Fully Equipped 1, 2, 3, 4 Person Crews	\$125.00, \$155.00, \$190.00, \$225.00
With Laser Scanner 1, 2 Person	\$175.00, \$205.00
ADMINISTRATION	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to execute attached Task Work Order (TWO) for North Florida Professional Services (NFPS) to complete Phase II 68th Terrace roadway redesign.

Considerations:

- NFPS completed conceptual plans which identified necessary right of way limits.
- Task Work Order is \$57,000.

Budget Impact:

Paid for by SCBCC Professional Services line item.

Recommendation:

Staff recommend execution of attached Task Work Order.

Respectfully submitted,

Dated:

Greg Scott,
County Administrator



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

TASK ORDER FOR ENGINEERING SERVICES 68th Terrace Phase II

This agreement made this _____ day of March 2024 by and between Suwannee County, herein referred to as the COUNTY, and North Florida Professional Services, Inc., herein after referred to as the CONSULTANT:

The COUNTY intends to redesign and resurface 68th Terrace, herein after referred to as the PROJECT.

The CONSULTANT intends to complete the design engineering services with a roadway design that conforms to the development of the phase 1 plans.

The CONSULTANT agrees to provide these services for the lump sum of Fifty-Seven Thousand Dollars (\$57,000). This fee shall be invoiced not more than once monthly based percentage of completion. This is in accordance with the Master Contract between the COUNTY and CONSULTANT.

This Task Order constitutes a Project Agreement for the PROJECT. The CONSULTANT will perform the scope of work as described herein for the development of assessment survey.

IN WITNESS THEREOF, Suwannee County, Florida, through its Board of County Commissioners has caused this instrument to be executed on the day and year first shown above.

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA

Attest:

Clerk

BY: _____

Chairman

IN WITNESS WHEREOF, North Florida Professional Services, Inc., as CONSULTANT herein, has caused this Task Order to be executed in its name by its proper officers duly authorized to sign and execute instruments on its behalf on the day and year first shown above.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: _____

Gregory G. Bailey, P.E.
President

EXHIBIT A
SCOPE OF SERVICES
68th Terrace Phase II
Plans Production Acquisition

Task 1: Roadway Plans Production

The roadway plans for the project will include but not be limited to:

1. **Key Sheet** – preparation of the key sheet, in general conformance with the FDOT FDM.
2. **Signature Sheet** – create signature sheet for digitally signing & sealing the plans.
3. **Typical Section(s)** – preparation of typical section(s), in general conformance with the FDOT FDM.
4. **Typical Section Details** – preparation of any required typical section details, in general conformance with the FDOT FDM.
5. **General Notes & Pay Item Notes** – preparation of the relevant notes and project specific pay instructions, in general conformance with the FDOT FDM.
6. **Project Layout Sheet** – prepare visual index of the roadway plan sheets, in general conformance with the FDOT FDM.
7. **Plan Sheets** – preparation of the roadway plan sheets in general conformance with the FDOT FDM.
8. **Special Details** – preparation of any necessary special details that clarify instruction to the contractor, in general conformance with the FDOT FDM.
9. **Temporary Traffic Control Plans** – preparation of the temporary traffic control plan for maintenance of traffic during construction, in general conformance with the FDOT FDM.
10. **Summary of Quantity Sheets** – create summary tables of the construction quantities.
11. **Project Control Sheet** – provides information on horizontal and vertical control points.

Task 2: Signing and Paving Marking Analysis

1. **Sign Inventory and Analysis** – includes a field analysis of the need for sign on the project, based on current standards and proposed geometrics.
2. **No Passing Zone Analysis** – evaluate the need for the no passing zones based on the MUTCD.
3. **Signing and Pavement Marking Master Design File** – develop master design file showing all pavement markings.
4. **Quantities / Cost estimates** – includes the calculation of quantities, the analysis of local market conditions in establishing realistic unit prices and estimate of the total project construction cost. This estimate will be created at the concept stage and will be updated at Phase II plans and at final plans.
5. **QA/QC** – daily oversight of criteria application, calculations, quantities.

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

Task 3: Signing and Pavement Marking Plans Production

1. **Key Sheet** – preparation of the key sheet, in general conformance with the FDOT FDM.
2. **Summary of Pay Items** – preparation of the key sheet, in accordance with the FDOT FDM.
3. **General Notes / Pay Item Notes** - preparation of the key sheet, in accordance with the FDOT FDM.
4. **Plan Sheets** - preparation of the key sheet, in accordance with the FDOT FDM and select FDOT Design Standards.
5. **Special Details** - preparation of the key sheet, in general conformance with the FDOT FDM and select FDOT Design Standards.
6. **QA/QC** – includes continuous quality control checks by front-line supervisors, internal peer review by our senior Engineers and constructability reviews by our senior CEI staff.

Task 4: Post Design Services:

1. **Bidding Process** – includes preparing the bid package, answering contractors questions during the time outlined in the bid package, assisting in the bid opening, and administering the pre-construction meeting.
2. **Provide support to CEI staff** – includes being responsive to contractors' questions and providing technical support during construction.
3. **Prepare revisions as necessary** – includes the preparation of any required plans revisions after the letting of the project.
4. **Shop Drawing Review** – includes the review of contractor's shop drawings (if needed).

From: Diane Head

Sent: Thursday, February 8, 2024 9:11 AM

Subject: for Commission Approval: North Florida Workforce Consortium Interlocal Agreement

Good morning. Attached is the newly drafted interlocal agreement for workforce services for Hamilton, Lafayette, Madison, Suwannee, and Taylor Counties.

Members of the current consortium have reviewed this document at their last 2 meetings and fully endorse the contents. Now it needs to be approved by each Commission.

Just as a reminder, we had to rewrite the agreement as CareerSource Florida approved a realignment and consolidation of workforce boards in the state which necessitated Jefferson County's removal from the current agreement (our last agreement was signed in 2020). Most of the changes address that singular issue, going from 6 counties/members to 5 and removing Jefferson County from the text. There were also slight modifications to clarify some of the content including a whole new section regarding the powers of the consortium (this is not new information, but it should be housed in this document). In this version, as advised by FloridaCommerce Policy, we added clarifying language about the financial obligations of the counties (11. Financial Support, paragraph c.) should there be any disallowed costs.

If your commission chair would like me to come present so they can ask questions, please let me know so I can get it on my calendar. If you or the county's attorney has questions, they can call or email me anytime on my cell 850-973-7219.

Each county has a signature page. Once complete, please return to me via email and mail a hard copy (or call me and I will come pick it up). I'd love to have them all back by 3/31/24 if at all possible.

Thank you all for your support during this transition over the last couple of years. I am blessed to be able to continue to serve this area. Please never hesitate to reach out.

Diane Head
Executive Director



(850) 973-1807 (o)

(850) 973-7219 (c)

diane.head@careersourcenorthflorida.com

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 contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender (by phone or reply by email) and then destroy all copies of the original message.

**INTERLOCAL AGREEMENT CONTINUING
THE NORTH FLORIDA WORKFORCE CONSORTIUM**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the FIVE (5) Counties: Hamilton, Lafayette, Madison, Suwannee, and Taylor, of the State of Florida, for the purposes of continuing the North Florida Workforce Consortium, hereinafter referred to as the **“Consortium”**, and establishing the roles and responsibilities of the Consortium.

WITNESSETH

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, WIOA authorizes expenditures of federal funds for workforce development in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Areas”); and

WHEREAS, The Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, Jefferson County has been realigned from North Florida Workforce Development Board, Inc. (dba CareerSource North Florida) to Big Bend Jobs & Education Council, Inc. (dba CareerSource Capital Region) as designated by the Governor of the State of Florida as provided by CareerSource Florida, effective July 1, 2024; and

WHEREAS, pursuant to the Acts listed above, Counties may execute an Agreement that specified the roles of the Chief Elected Officials (CEOs) as provided by CareerSource Florida and defines the scope of this relationship and responsibilities provided herein; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its County be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Boards of County Commissioners of each of the parties finds value in forming an undivided network amongst these and other rural counties within the state and strongly advocates for longstanding cohesiveness of rural communities; and

WHEREAS, the Boards of County Commissioners of each of the parties acknowledge the need for maximization of education, training, and employment resources and the need for a Local Workforce Development Board charged with the responsibility for implementing federal and state policies within the Local Area in order to make the most efficient use of the authority; and

WHEREAS, the parties to this Agreement formed a Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and for other good and valuable consideration, the parties agree and understand as follows:

1. Re-Authorization of the North Florida Workforce Consortium

A multi-jurisdictional arrangement, the "North Florida Workforce Consortium" or "Consortium" shall continue for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the WIOA and other applicable statutes.

The Consortium shall consist of five (5) members beginning July 1, 2024. The Boards of County Commissioners of each county shall each designate a member of their County Commission to serve as the County's representative on the Consortium.

2. Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general-purpose political subdivision which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Hamilton County Board of County Commissioners

Jasper, Florida

Lafayette County Board of County Commissioners	Mayo, Florida
Madison County Board of County Commissioners	Madison, Florida
Suwannee County Board of County Commissioners	Live Oak, Florida
Taylor County Board of County Commissioners	Perry, Florida

3. Consideration

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the five (5) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

Pursuant to the Governor's designation and alignment of 2023, the five members constituting the North Florida Workforce Consortium and North Florida Workforce Development Board, Inc. shall be the Counties of Hamilton, Lafayette, Madison, Suwannee, and Taylor.

5. Size of Population to be Served

The population of the five-county area to be served by this Agreement is 105,468, based upon the 2020 Census.

6. Federal and State Requirements

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, Florida Workforce Innovation Act of 2000, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and any other applicable state and federal rules and regulations.

7. Joint Understanding

The following terms and conditions reflect the joint understanding between the parties:

8. Membership

- a. The Consortium consists of the five (5) member governments represented

by elected officials designated to serve by their respective Commission. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be an elected official to the same County Commission and have the same voting rights as the originally-designated appointment when serving as an alternate.

- b. The officers of the Consortium shall include a Chair and a Vice-Chair. Officers shall be elected from among and by the membership of the Consortium until a successor is duly elected. The Chair shall also serve as the Chief Local Elected Official (CLEO) for the LWDA. The Chair of the Consortium will have authority to sign documents on behalf of the Consortium. The Chair will review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state, and local laws and within the terms and conditions of this Agreement. In the absence or unavailability of the Chair, the Vice-Chair shall assume the same authority and responsibility as the Chair.
- c. A quorum of the Consortium will consist of three (3) members of the actual appointed membership. In the absence of a quorum, no official action may be taken. Consortium meetings can be hybrid, with virtual and in-person attendance. A quorum of the Consortium requires three (3) members be present at the publicly-noticed meeting. Further, any formal action by the Consortium will require a simple majority vote of the members participating in the meeting whether in person or virtual, provided that at least three (3) members must participate in the vote on the action by the Consortium.

9. Duties and Responsibilities of the Consortium

- a. To establish and continue supporting the North Florida Workforce Development Board, Inc. (NFWDB) where such authority is delegated by an individual Board of County Commissioners to its Consortium member.
- b. To appoint the members of the North Florida Workforce Development Board, Inc. (NFWDB), in accordance with the WIOA and other prescriptive legislation. NFWDB shall consist of members as provided for under WIOA:
 - i. The Consortium will make private-sector appointments, assuring a 51% private-sector majority.
 - ii. No single local government elected official may represent a local government on both the Consortium and NFWDB, however any elected official may sit on NFWDB in another professional capacity.
- c. To select a grant recipient (fiscal agent), and administrative entity to

administer WIOA and other applicable statutes/programs/funds (the Consortium selects North Florida Workforce Development Board, Inc. for these functions).

- d. To enter into agreements with each other regarding the LWDA, which is this Interlocal Agreement.
- e. Together with NFWDB, review and approve the Local Workforce Plan, modifications thereto, and submit to the Governor.
- f. To approve Memorandum of Understanding (MOU) and Infrastructure Funding Agreements (IFA) between NFWDB and One-Stop partners.
- g. To approve the NFWDB planning budget for carrying out its duties.
- h. To provide oversight and guidance in conjunction with the NFWDB.
- i. To accept responsibility for compliance and accountability for State and Federal funds.
- j. To empower NFWDB to enter into agreements with the State of Florida Department of Commerce or other entity in order to administer and manage relevant programs.
- k. To establish rules for the conduct of business, provided herein.
- l. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA, and Florida's workforce development initiatives.

10. Meetings

- a. The Chair shall preside over Consortium meetings and shall perform all duties incident to that office. In the absence of the Chair, a chair pro tempore shall be appointed and preside over the meetings and shall assume and exercise the duties of the chair.
- b. Meetings shall be held at the discretion of the Chair.
- c. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

11. Financial Support

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United

States Department Of Labor under the WIOA or other Workforce Development, Welfare Legislation, or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.

- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIOA, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including the WIOA and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude local governments from expending funds under their jurisdiction on workforce development programs.
- c. In accordance with Section 107(d)(12)(B)(i)(II) of WIOA, each county recognizes that appointing a local Board does not release the local elected officials or the Governor of the State of Florida of the liability for misuse of the grant funds obtained under WIOA. Therefore, the Consortium agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Counties will share in the liability based on their proportion of population of the area. Sanctions based on performance will be incurred similarly.

12. Powers of the Consortium

The Consortium shall make all policy decisions except those which must be made in partnership with NFWDB pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to those powers enumerated at Sections 163.01 (5), (6), and (7), Florida Statutes, including, but not limited to:

- a. The power to create a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 and Section 163.01(7)(b), Florida Statutes.
- b. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Florida Statutes, and Federal Circular 2-CFR-200 or any subsequent revision or update.
- c. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.

- d. The manner in which any fee for service income, unrestricted income or surplus funds may be expended.
 - i. Surplus funds, which are characterized as carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State instructions.
 - ii. Surplus funds, which may be characterized as program income as defined by Federal or State regulations shall, be expended in accordance with applicable regulations.
 - iii. Any other surplus funds which do not have to be expended as per paragraphs i and ii above, or do not have to be expended in the furtherance of programs shall be expended in any manner which would further the public interest as it relates to welfare reform and workforce development, or may be used to repay debts of the Consortium. The decision as to how the expenditures shall be made shall be done at a regularly scheduled public Consortium Meeting by motion and majority vote of the Council.
- e. Approval of contracts for training services, audit, monitoring upon recommendation of the NFWDB.
- f. Authorization of the Executive Director of NFWDB to negotiate, enter into, and execute agreements following approval of the Consortium and NFWDB as appropriate.
- g. Authorization of the Executive Director to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the Consortium and NFWDB for the provision of such services in accordance with policies to be established by the Consortium, NFWDB, or the Executive Director, as appropriate.
- h. Authorization of the Executive Director to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the NFWDB Administrative Plan. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.
- i. Authorization of the Executive Director to make and issue policies and procedures.
- j. Authorization of the Executive Director to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and/or NFWDB as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and NFWDB for ratification by the appropriate entity. All such contracts, purchasing, and expenditures shall be in accordance with established rules and governing State and Federal policies and circulars.

- k. Authorization of the Executive Director to negotiate performance outcomes with Federal and/or State entities.
- l. The manner in which funds shall be disbursed or paid.
- m. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to Federal and State rules.
- n. The disposition, diversion, or distribution of any property acquired.
- o. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium, as necessary.
- p. The manner in which staff shall be employed to carry out and serve Consortium objectives.
- q. The appointment of the Executive Director upon recommendation of NFWDB, and authorization of the NFWDB Chair to draft personnel rules and policies which shall be approved by the Consortium upon recommendation of NFWDB and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Consortium and NFWDB. The Executive Director shall be responsible for the hiring and termination of staff in accordance with those policies.
- r. To develop procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state policies, the LWDB rules and regulations.
- s. Any other necessary and proper matters as they may arise and as agreed upon by the consortium members and member governments.

13. Signatory

The Chair shall act as signatory for the Consortium except as provided above. In the absence of the chair, any of the other members may sign for the Consortium in the Chair's stead.

14. Prior Agreements

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

15. Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. Construction

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

17. Invalid Provision/Severability

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

18. Waiver of Rights

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

19. Agreement Not Prohibited by Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

20. Legal Requirements

- a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.
- b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

21. Duration of Agreement

This Agreement shall have the duration equal to the period that the Workforce Development Area designation remains in effect for the geographical area identified herein. Any parties to the Agreement may withdraw from this Agreement by passing a resolution to such effect and providing thirty (30) days' notice to the other parties to this Agreement. However, the validity, force, and effect of this Agreement shall not be affected by the withdrawal of one (1) or more parties to this Agreement.

22. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement continuing the North Florida Workforce Consortium and shall be effective July 1, 2024 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2024.

23. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

- a. The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;
- b. All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties;
- c. If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE

Hamilton County, Florida

BY: _____
County Commission Chairman

DATE: _____

ATTEST: _____
Clerk of Court

DATE: _____

SIGNATURE PAGE

Lafayette County, Florida

BY: _____
County Commission Chairman

DATE: _____

ATTEST: _____
Clerk of Court

DATE: _____

SIGNATURE PAGE

Madison County, Florida

BY: _____
County Commission Chairman

DATE: _____

ATTEST: _____
Clerk of Court

DATE: _____

SIGNATURE PAGE

Suwannee County, Florida

BY: _____
County Commission Chairman

DATE: _____

ATTEST: _____
Clerk of Court

DATE: _____

SIGNATURE PAGE

Taylor County, Florida

BY: _____
County Commission Chairman

DATE: _____

ATTEST: _____
Clerk of Court

DATE: _____

SIGNATURE PAGE

North Florida Workforce Development Board, Inc. dba CareerSource North Florida

BY:

North Florida Workforce Development Board, Inc. Chairman

DATE:

ATTEST:

North Florida Workforce Development Board, Inc. Executive Director

DATE:

SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-24-03-01

Objective: Special Permit request to construct a 139 site RV Park/Campground on property zoned A-1.

Considerations: The proposed site meets the LDR requirements of being located on an arterial or collector road. It is also not located within 5 miles of another RV Park.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

**APPLICATION FOR
ZONING SPECIAL PERMIT**

Name of Title Holder(s): Vickie Clark Music DePratter

Address: 11214 129th Road City, State, Zip: Live Oak, FL 32060

Phone Number: 386-623-3320

Agent's Name & Address (if applicable): N/A

Phone Number: N/A

Please provide the following information:

1. Legal Description: The NW ¼ of NW ¼ of Section 10, Township 3 South, Range 11 East lying South of State Road No. 250 and East of county road (Beulah Road). See attached deed. (Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: From State Road 51 and CR 250, go west on CR 250 approximately 10 miles. Property is on the South side of CR 250 just east of 225th Road.

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: RV Park; 1 office/bathroom building; 1 employee

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: _____

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

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

Vickie Music Gratter 2/8/24
Signature of Title Holder(s) Date

FOR OFFICE USE ONLY

Zoning District: _____ Land Use Plan Map Category: _____

Date Filed: _____ Special Permit Request No. _____

Fee amount: \$650 _____

Date hearing held: _____

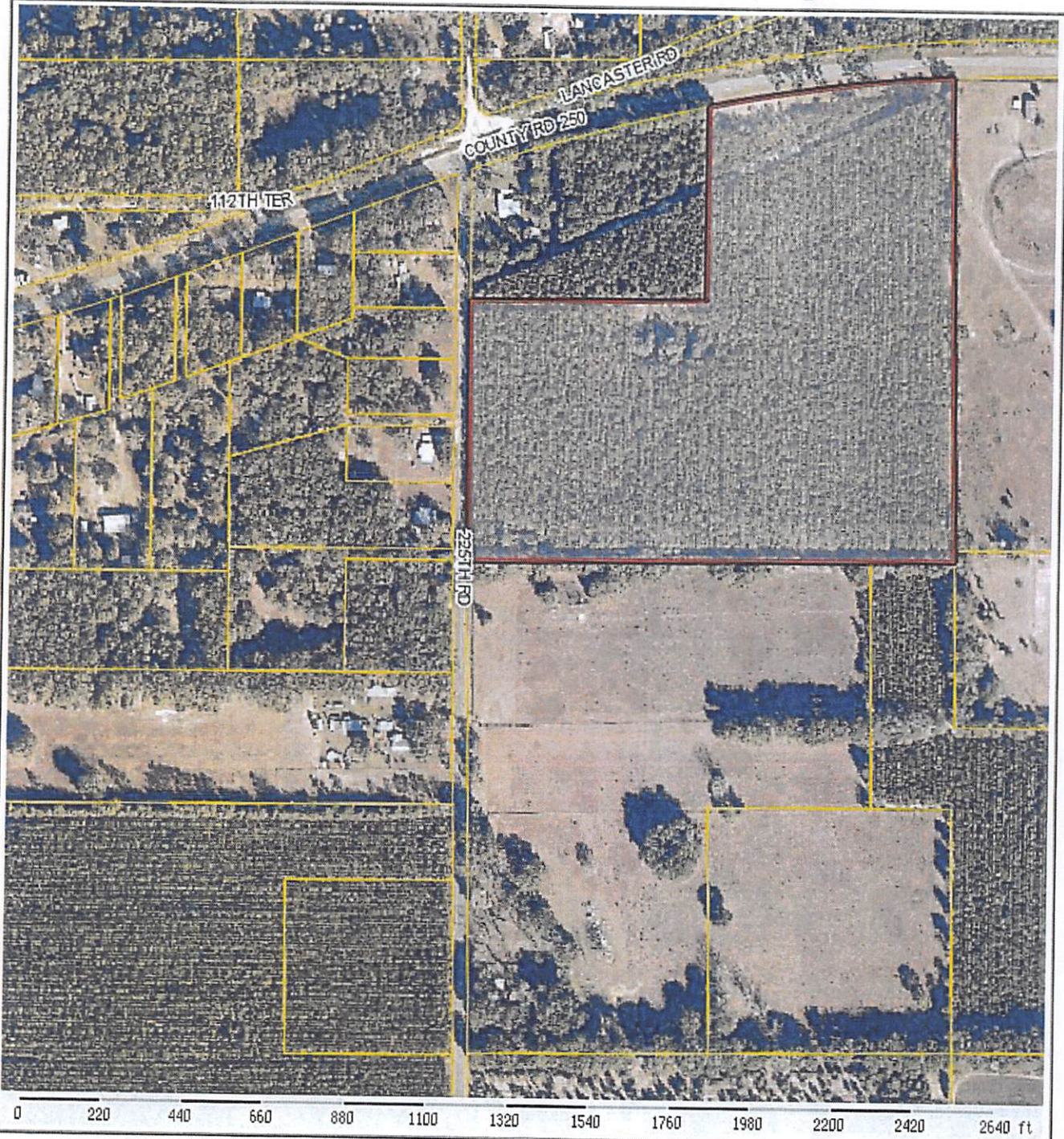
Action by Board: _____

(Granted, Denied, etc.)

Additional Comments: _____

Planning & Zoning Director
Suwannee County, Florida

Date



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

PARCEL: 10-03S-11E-11679-001000 | TIMBERLAND 70-79 (5600) | 31.87 AC
 LEG 31.87 ACRES NW1/4 OF NW1/4 LESS R/W ORB 315 P 591 QCD YR 87 LESS THE NW1/4 OF N W1/4 OF NW1/4 LYING S OF ST RD # 250 & E OF COUNTY PAVED RD (BEULA)

MUSIC VICKIE D CLARK
 Owner: 11214 129TH RD
 LIVE OAK, FL 32060

Site: 9/1/2010 \$100 V (U)
 Sales: 3/1/1993 \$30,000 V (I)

2024 Working Values	
Mkt Lnd	\$63,740
Ag Lnd	\$8,094
Bldg	\$0
XFOB	\$0
Just	--
Appraised	--
Assessed	\$8,094
Exempt	\$0
Total	\$8,094
Taxable	\$8,094

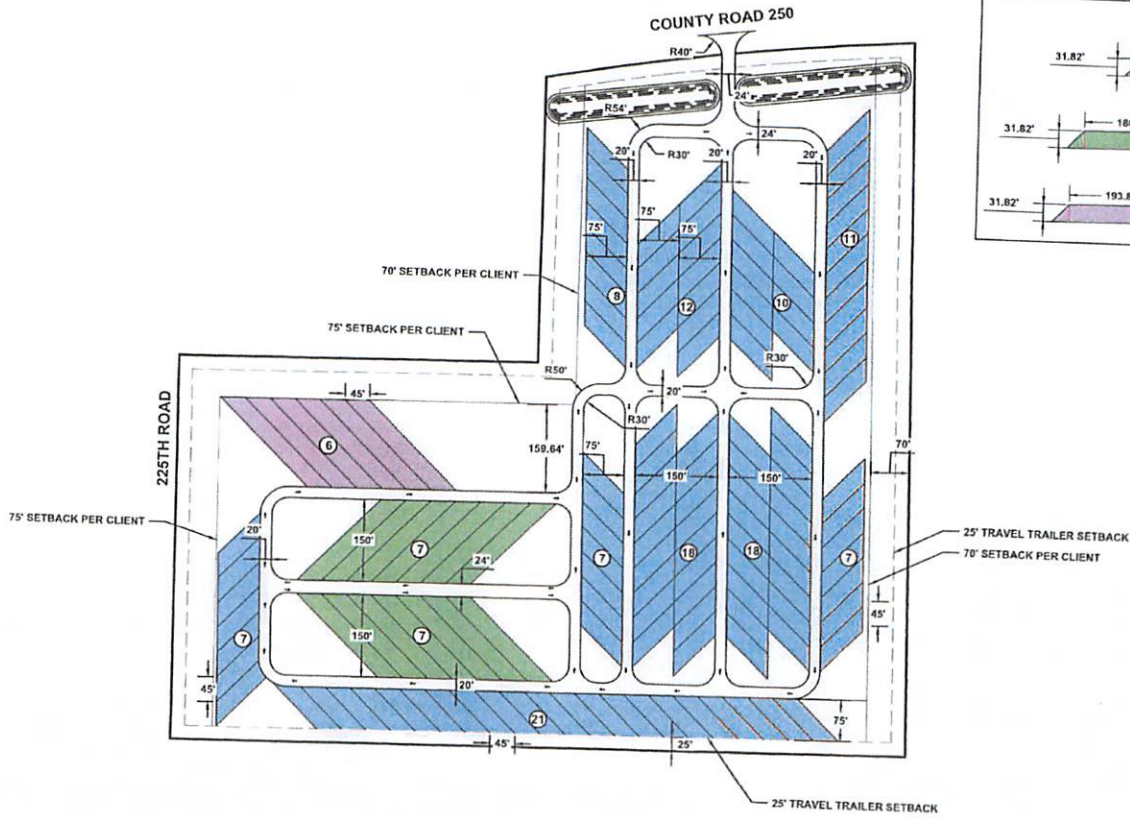
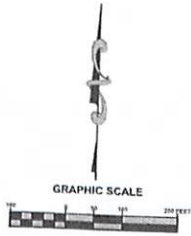
NOTES: Suwannee County, FL



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.

GrizzlyLogic.com

File Location: X:\2019\180819\USH-CADD-RU\Site\10\OVERALL SITE
 Date Created: May 18, 2020
 Date Plotted: May 26, 2020
 Plotted by: Josephine Costa
 THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



139 TOTAL SPACES:

- 119 STANDARD SPACES**
- 14 PULL-THROUGH SPACES**
- 6 LARGE SPACES**

SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 4.4.5 (B) (13) OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO A 139 SITE RV PARK AND CAMPGROUND 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-24-03-01, for a special permit for a 139 site RV park and campground 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 an RV Park and Campground 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 Vickie Music DePratter for a 139 site RV Park and Campground on property zoned A-1 on certain lands within the County as described as follows:

The NW ¼ of the NW ¼ of Section 10, Township 3 South, Range 11 East lying South of CR 250 and East of Beulah Road

The Board of County Commissioners approves a special permit for a 139 site RV Park and Campground 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 19th day of March 2024

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:

Barry Baker, Clerk

SUWANNEE COUNTY

Planning & Zoning

Executive Summary LDR 24-01

Objective: Text amendment to the Land Development Regulations adding language regarding backup generators on telecommunication towers.

Considerations: The amendment will require the installation of a backup generator for new telecommunication tower construction. It will also require co-location of equipment to connect to the existing generator or provided their own to support their equipment.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

SUWANNEE COUNTY
LAND DEVELOPMENT REGULATIONS AMENDMENT
APPLICATION

Name of Applicant(s): Suwannee County _____

Address: 224 Pine Avenue _____

City, State, Zip Code: Live Oak, FL 32064 _____

Telephone: 386-364-3401 _____

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

Address: 224 Pine Avenue _____

City, State, Zip Code: Live Oak, FL 32064 _____

Telephone: 368-364-3401 _____

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

PART I

Legal Description: N/A

Total acreage of land to be considered under this amendment: N/A _____

Present Use: N/A _____

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

Zoning District:

Present: N/A _____

Requested: N/A _____

Future Land Use Plan Map Category: N/A _____

**APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS**

PART II

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

Section 14.11 (b) (11) All telecommunication tower construction must provide a generator for backup power. Further, all co-location on an existing tower must be connected to the existing generator or provide their own generator to serve their equipment.

APPLICATION FOR AMENDMENT
OF THE LAND DEVELOPMENT REGULATIONS

A previous application for amendment to the Land Development Regulations:

_____ was made with respect to these premises, Application No.


X was not made with respect to these premises.

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

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

Ronald Meeks

Applicant/Agent Name (Type or Print Name)

 Applicant/Agent Signature

Date

FOR OFFICE USE ONLY

Date Filed: _____

Application No: _____

Fee Amount: _____

Receipt No. _____

Date of Planning and Zoning Board Public Hearing: _____

Date notice published: _____

Newspaper: _____

Date of Local Planning Agency Public Hearing: _____

Date notice published: _____

Newspaper: _____

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

Date(s) notice published: (1) _____ (2) _____

Newspaper: _____

Date Notice of Enactment of Ordinance published: _____

Newspaper: _____

Board of County Commissioners decision: _____

(Granted/Denied)

ORDINANCE NO. _____

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 24-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR AMENDING SECTION 14.11 (b) (11) ENTITLED SPECIAL PERMITS FOR ESSENTIAL SERVICES BY ADDING ALL TELECOMMUNICATION TOWER CONSTRUCTION MUST PROVIDE A GENERATOR FOR BACKUP POWER. ALL CO-LOCATION ON AN EXISTING TOWER MUST BE CONNECTED TO THE EXISTING GENERATOR OR PROVIDE THEIR OWN GENERATOR TO SERVE THEIR EQUIPMENT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, LDR 24-01, by the Board of County Commissioners, to amend the text of the Land Development Regulations, Section 14.11 entitled Special Permits for essential services, is hereby amended to read, as follows:

14.11 (b) (11) ENTITLED SPECIAL PERMITS FOR ESSENTIAL SERVICES BY ADDING ALL TELECOMMUNICATION TOWER CONSTRUCTION MUST PROVIDE A GENERATOR FOR BACKUP POWER. ALL CO-LOCATION ON AN EXISTING TOWER MUST BE CONNECTED TO THE EXISTING GENERATOR OR PROVIDE THEIR OWN GENERATOR TO SERVE THEIR EQUIPMENT

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

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

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

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

PASSED UPON FIRST READING on this _____ day of _____ 2024.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Barry A. Baker, County Clerk

Travis Land, Chairman

SUWANNEE COUNTY

Planning & Zoning

Executive Summary LDR 24-02

Objective: Rezoning request to change the zoning on a parcel of property from A-2 to CHI.

Considerations: The existing parcel is approximately a 50 acre area currently zoned A-2. The request is to change the zoning to CHI. The request is being made as the first step in the development of the parcel.

Recommendation: Recommendation is for approval.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
REZONING

Name of Title Holder(s): Swanson Developments LP, Live Oak Real Properties LLC

Address: 1188 Park Avenue, 518 SW Windsor Drive City, State, Zip: Murfreesboro, Tennessee 37129

Phone Number: (615) 351-0000 Lake City, FL. 32024

Agent's Name & Address (if applicable): Blackhawk Engineering, Inc (Mark S. Cooper, P.E.)
2417-3 Fleischmann Rd. S. Lakewood, FL Phone Number: (850) 224-4295
32308

Please provide the following information:

1. Legal Description: Shown on survey attached with this application submittal
package

(Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: While traveling on I-10 get off at Exit 283 the
Highway 129 Live Oak Jasper Exit, Then travel south approximately 0.64 miles along Highway
129 to 70th Street to the two subject properties totaling 55.02 acres on the right. Across the
highway are Walmart and the Murphy Gas Station.

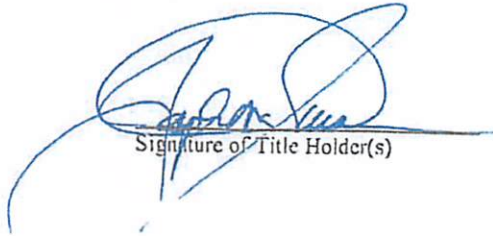
3. Describe the proposed use, if it has been determined, including, where applicable, size of buildings
number of employees, expected average daily traffic, and any other data pertinent to this
Use: Travel trailer parks or campgrounds, restaurant, and automotive self-service
station, 5,200 GSF convenient store w/ gas pumps, and 4,000 GSF for a
restaurant with drive thru.

4. Has a zoning application been applied for on the subject property in the past? Not that we are aware of
please provide the Application No.: _____ If so, _____

5. Zoning District:
Present: A-2 ~ Agricultural Category, CI ~ Commercial Intensive
Requested: CHI ~ Commercial Highway Interchange Category

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

I 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.


Signature of Title Holder(s)

12.15.23
Date

FOR OFFICE USE ONLY

Date Filed: _____ Rezoning Request No. _____

Fee amount: \$750 _____

Date hearings held. _____

Action by Board of County Commissioners: _____

Additional Comments: _____ (Granted, Denied, etc.)

Planning & Zoning Director
Suwannee County, Florida

Date

LEASE
BUILD

TRADE
BUY - SELL



December 15, 2023

Ronald Meeks
Suwannee County
Planning and Zoning Department
Planning & Zoning Director
224 Pine Ave., S.W.
Live Oak, Florida 32064
(386) 364-3401
ronaldm@suwcountvfl.gov

Re: Application for Rezoning - Parcel ID 12-02S-13E-04949-003000 and Parcel ID 12-02S-13E-04949-000101 in Live Oak, Florida (the "Property"), owned by Swanson Developments, LP, a Tennessee limited partnership

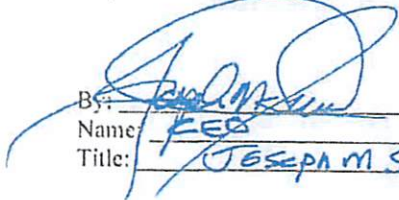
Dear Mr. Meeks:

The undersigned, Swanson Developments, LP, a Tennessee limited partnership (the "Owner"), hereby authorizes Mark S. Cooper, P.E. of Blackhawk Engineering, Inc. (the "Engineer") to act as Owner's agent for the sole purpose of the rezoning of the Property set forth in the Application for Rezoning attached to this letter as Exhibit A. The agency granted by Owner to Engineer in this letter (a) shall be revocable by Owner upon delivery of written notice from Owner and (b) shall only be valid until March 1, 2024, at which time it shall automatically expire and be of no further force or effect.

Sincerely,

SWANSON DEVELOPMENTS, LP, a Tennessee
limited partnership

By: Swanson Properties, Inc., a Tennessee
corporation, its general partner

By: 
Name: JOSEPH M. SWANSON
Title: GENERAL PARTNER

1188 Park Avenue, Murfreesboro, TN 37129 | 615-896-0000 | Fax 615-895-0000 | swansoncompanies.com

Swanson Developments • Swanson Realty & Construction • Charitable Remainder Unitrust • Swanson Christian Products • Premier Group

Exhibit A

(see attached)



BLACKHAWK ENGINEERING INC.

STATE CERTIFICATE # 26881

2417-3 FLEISCHMANN ROAD, TALLAHASSEE FLORIDA 32308
PHONE (850) 224-4295 + FAX (850) 386-4295 + EMAIL: SUPPORT@BLACKHAWKENGINEERS.COM

December 14, 2023

Live Oak RV Park

Tax Id Nos.: 12-02S-13E-04949-000101 and 12-02S-13E-04949-003000

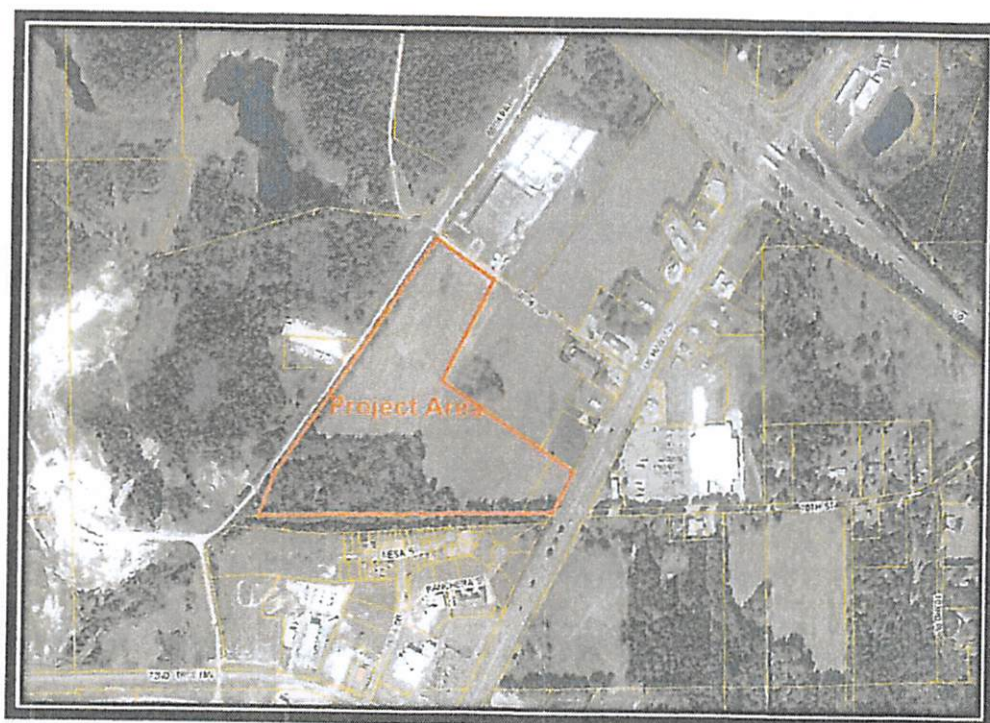
BHE Project No. 23BH-031M

Rezoning Application Narrative:

This project is located on the west side of Highway 129 in Suwannee County near the City of Live Oak and Interstate 10. The parcels are found near the intersection of 70th Street and Highway 129. The project area consists of two parcels with one being approximately ± 2.00 acres in size and the other consisting of ± 53.02 acres. The project area borders Highway 129 and 68th Terrace Street. The properties are found in Section 12, Township 2 South, and Range 13 East.

The scope of work for this proposed development would be creating a 102 RV slip development with a clubhouse and amenity area along with creating two out parcels along Highway 129 for future commercial developments such as a restaurant and gas station. Vehicular Use Ingress and Egress points are proposed for 68th Terrace Street and Highway 129.

In regards to this rezoning request we would like to rezone the rear portion of the property from A-2, Agriculture, to CHI, Commercial Highway Interchange, to have the ability to utilize the special exception in this category of travel trailer parks or campgrounds for this proposed development. To hopefully allow this use on the property once the special permit application is complete. The front portion of the project area would remain CI, Commercial Intensive.



THIS INSTRUMENT PREPARED BY:
JOHN H. PARKER, III
SUWANNEE VALLEY TITLE SERVICES, INC.
POST OFFICE BOX 1563
LIVE OAK, FLORIDA 32064

WARRANTY DEED

THIS INDENTURE, Made this 27th day of February, 2007, between MCMAHAN FAMILY ENTERPRISES, L.L.C., a Georgia limited liability company, whose post office address is Post Office Box 298, Live Oak, Florida 32064, grantor, and SWANSON DEVELOPMENTS, LP, a Tennessee limited partnership, whose post office address is 1188 Park Avenue, Murfreesboro, Tennessee 37129, grantees,

WITNESSETH, That said grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land, situate, lying and being in Suwannee County, Florida, to-wit:

Part of the SW 1/4 of the NE 1/4; part of the NW 1/4 of the SE 1/4; part of the SE 1/4 of the NW 1/4, and part of the NE 1/4 of the SW 1/4 of Section 12, Township 2 South, Range 13 East, Suwannee County, Florida, being more particularly described as follows: FOR POINT OF BEGINNING, commence at the Southwest corner of said NW 1/4 of the SE 1/4 and run thence North 01°40'24" West, along the East line of said NE 1/4 of the SW 1/4, a distance of 550.00 feet; thence run South 88°33'16" West a distance of 921.44 feet to the East right of way line of the Seaboard Coast Line Railroad (abandoned); thence run North 34°13'27" East, along said East right of way line, a distance of 1856.36 feet to the South right of way line of 68th Terrace; thence run South 55°46'33" East, along said South right of way line, a distance of 548.17 feet; thence run South 26°52'06" West a distance of 858.37 feet; thence run South 55°46'33" East a distance of 1203.35 feet to the West right of way line of U.S. Highway No. 129; thence run South 26°52'06" West, along said West right of way line, a distance of 200.06 feet; thence continue along said West right of way line South 30°40'57" West a distance of 123.94 feet to its intersection with the South line of said NW 1/4 of the SE 1/4; thence run South 88°33'16" West, along said South line, a distance of 1013.83 feet to the POINT OF BEGINNING;

SUBJECT to zoning of Suwannee County, Florida; road rights of way and utility easements, if any; and taxes assessed on and after January 1, 2007;

The grantor does not reside on or claim any portion of the above described lands as his homestead for descent purposes

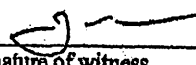
PARCEL IDENTIFICATION NUMBERS: 04949000000 and 04949000100

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

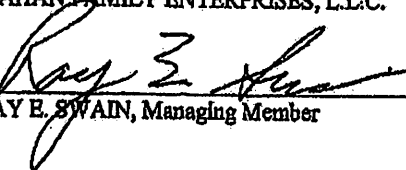
IN WITNESS WHEREOF, MCMAHAN FAMILY ENTERPRISES, L.L.C., a Georgia limited liability company, has caused these presents to be executed in its name by its managing member the day and year first above written.

Signed, sealed and delivered
in the presence of:

MCMAHAN FAMILY ENTERPRISES, L.L.C.



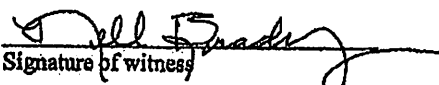
Signature of witness

By: 

RAY E. SWAIN, Managing Member

JOHN H. PARKER, III

Print or type name of witness



Signature of witness

NELL BRADY

Print or type name of witness

FL# 702079713 E1363 P 345
REC NO. 01107011532

7,000.00
.00

KENNETH DASHER CLERK (FILED AND RECORDED)
(CO-SUWANNEE ST:FL) DATE 02/22/2007 TM 10:51
INTANG TRX
DOC STAMPS

STATE OF FLORIDA
COUNTY OF SUWANNEE

The foregoing warranty deed was acknowledged before me this 21st day of February, 2007,
by RAY E. SWAIN, as Managing Member, of the MCMAHAN FAMILY ENTERPRISES, L.L.C.,
a Georgia limited liability company, on behalf of said limited liability company, who X is
personally known to me or _____ has produced as identification the following: _____

FL# 702079713 B1363 P 346
REC NO. 01107011532

(NOTARIAL SEAL)

[Signature]
Notary Public

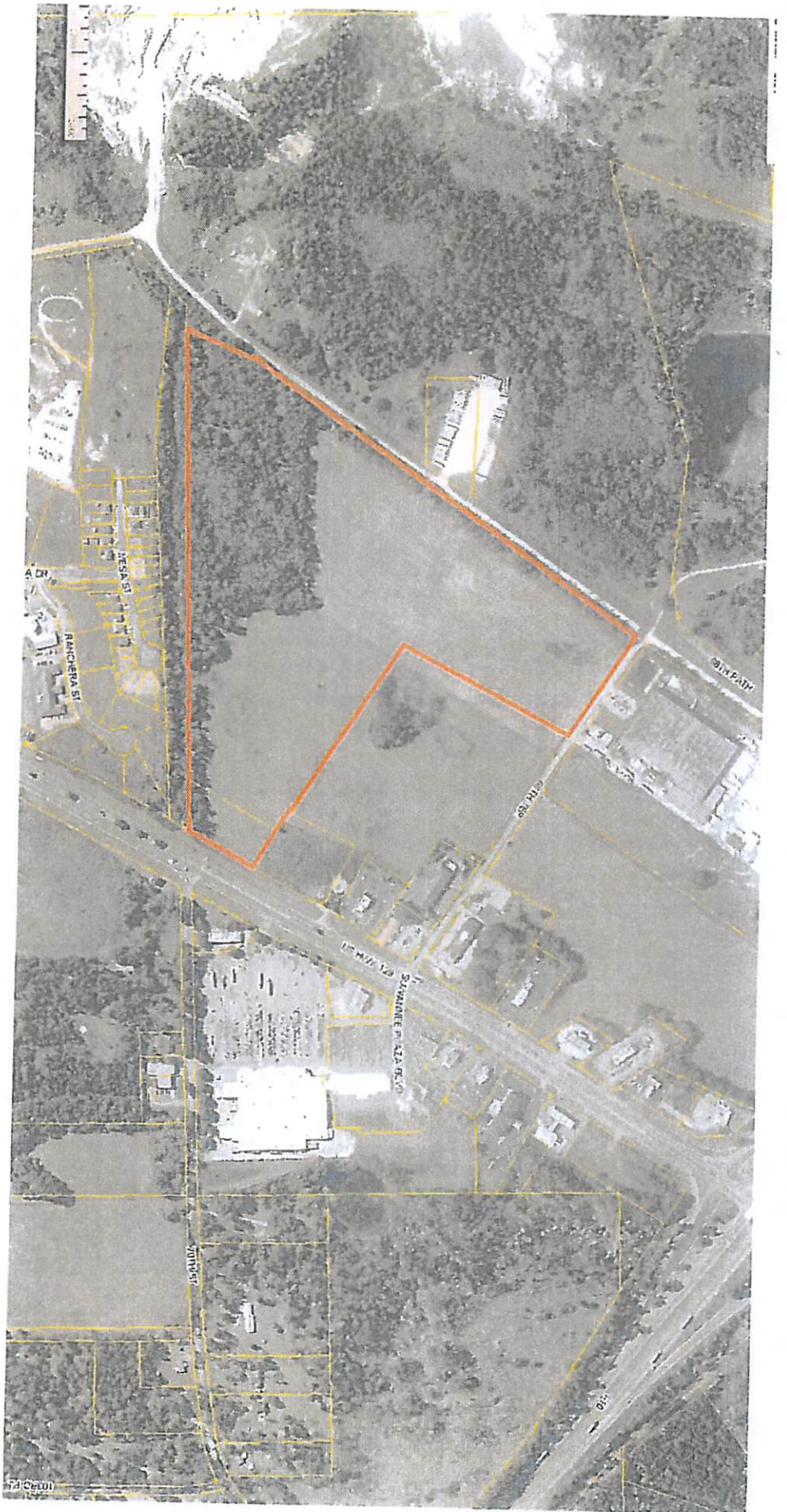
JOHN H. PARKER, III

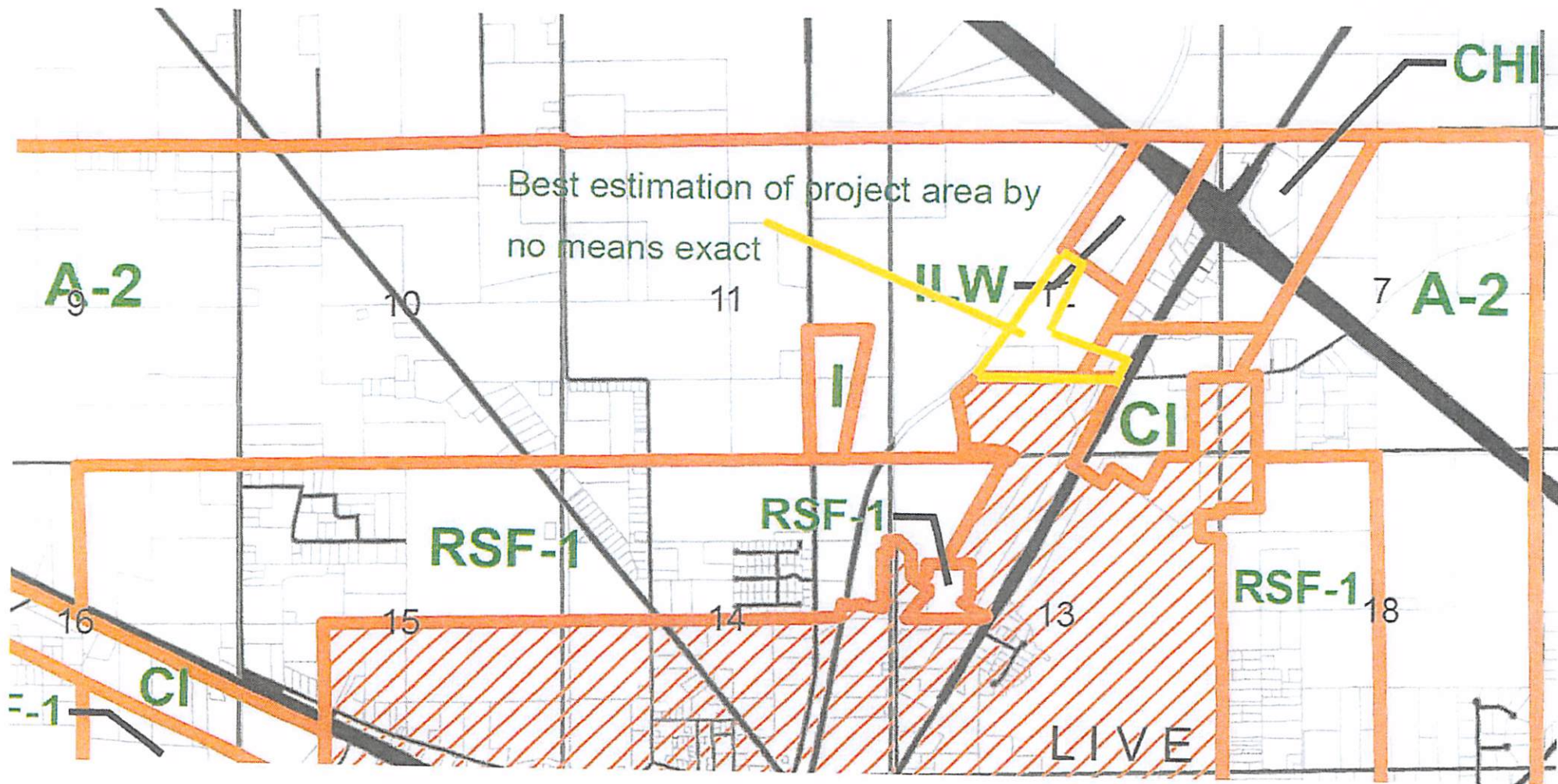
Print or type name of Notary

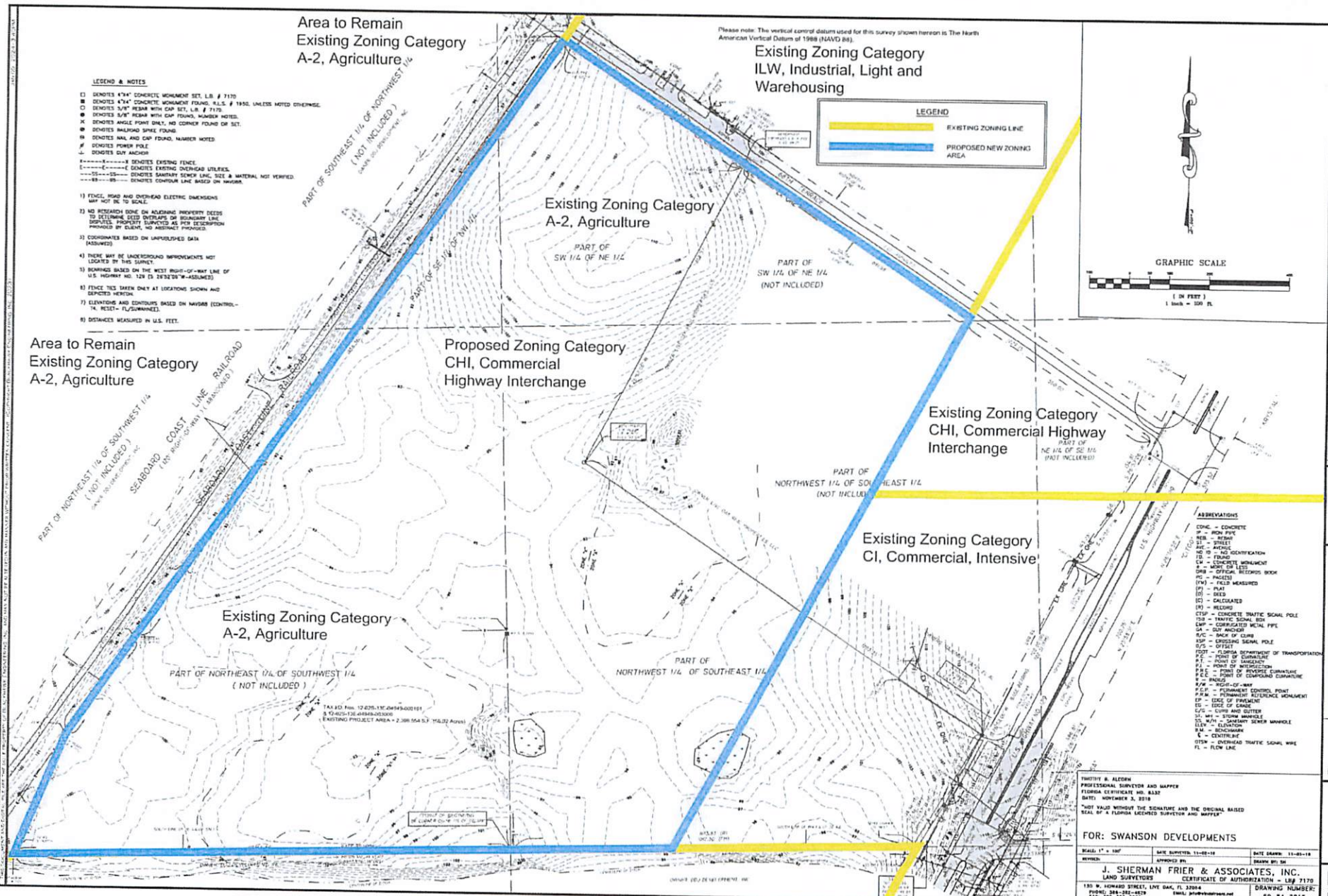
My Commission Expires:



John H. Parker III
Commission # DD466324
Expires September 18, 2009
Notary Public - Statewide, FL 800-335-7019







- LEGEND & NOTES**
- 1) DENOTES 4"x4" CONCRETE MONUMENT SET, L.B. # 7170
 - 2) DENOTES 4"x4" CONCRETE MONUMENT FOUND, S.L.S. # 1940, UNLESS NOTED OTHERWISE.
 - 3) DENOTES 3/8" REBAR WITH CAP SET, L.B. # 7170
 - 4) DENOTES 3/8" REBAR WITH CAP FOUND, NUMBER NOTED.
 - 5) DENOTES ANGLE POINT ONLY, NO CORNER FOUND OR SET.
 - 6) DENOTES BARRING SPIKE FOUND.
 - 7) DENOTES NAIL AND CAP FOUND, NUMBER NOTED.
 - 8) DENOTES POWER POLE.
 - 9) DENOTES GUY ANCHOR.
 - 10) DENOTES EXISTING FENCE.
 - 11) DENOTES EXISTING OVERHEAD UTILITIES.
 - 12) DENOTES SANITARY SEWER LINE, SIZE & MATERIAL NOT VERIFIED.
 - 13) DENOTES CONTIGUOUS LINE BASED ON MAPS.
- 1) FENCE, ROAD AND OVERHEAD ELECTRIC DIMENSIONS MAY NOT BE TO SCALE.
- 2) NO RESEARCH DONE ON ADJOINING PROPERTY DEEDS TO DETERMINE DEEDS OVERLAPS OR BOUNDARY LINE DISPLACES. PROPERTY SURVEYED AS FOR DESCRIPTION PROVIDED BY CLIENT, NO ABSTRACT PROVIDED.
- 3) COORDINATES BASED ON UNADJUSTED DATA (ASSUMED).
- 4) THERE MAY BE UNDERGROUND IMPROVEMENTS NOT LOCATED BY THIS SURVEY.
- 5) BEARINGS BASED ON THE WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 129 (S 28°32'00"W-ASSUMED).
- 6) FENCE TIES TAKEN ONLY AT LOCATIONS SHOWN AND DENOTES HEREON.
- 7) ELEVATIONS AND CONTOURS BASED ON NAVD83 (CONTINENTAL FLUORINE).
- 8) DISTANCES MEASURED IN U.S. FEET.

Please note: The vertical control datum used for this survey shown hereon is the North American Vertical Datum of 1988 (NAVD 88).

LEGEND

- EXISTING ZONING LINE
- PROPOSED NEW ZONING AREA

GRAPHIC SCALE

1 INCH = 500 FEET

1" = 500'

- ABBREVIATIONS**
- CONC. = CONCRETE
 - REB. = REBAR
 - ST. = STREET
 - AV. = AVENUE
 - TR. = TRAIL
 - CONC. MON. = CONCRETE MONUMENT
 - OFF. REC. BOOK = OFFICIAL RECORDS BOOK
 - PL. = PLY
 - SK. = SKID
 - CALC. = CALCULATED
 - WELD. = WELDING
 - CTSP = CONCRETE TRAFFIC SIGNAL POLE
 - TR. = TRAFFIC SIGNAL BOX
 - CM. PIPE = CORRUGATED METAL PIPE
 - AN. = ANCHOR
 - W.C. = WORK OF CURB
 - ESP. = EXISTING SIGNAL POLE
 - OFF. = OFFICE
 - DOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 - P.T. = POINT OF CURVATURE
 - P.I. = POINT OF INTERSECTION
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - R/W = RIGHT-OF-WAY
 - PERM. = PERMANENT EMBODIMENT POINT
 - PERM. REF. MON. = PERMANENT REFERENCE MONUMENT
 - ED. = EDGE OF FENCE
 - ED. = EDGE OF GRADE
 - C&G = CURB AND GUTTER
 - SM. = STORM MANHOLE
 - W.M. = WASTEWATER MANHOLE
 - ELEV. = ELEVATION
 - B.M. = BENCHMARK
 - CENT. = CENTERLINE
 - OTM = OVERHEAD TRAFFIC SIGNAL WIRE
 - FL = FLOW LINE

FOR: SWANSON DEVELOPMENTS

THOMAS & ALDRON
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 8337
DATE: NOVEMBER 3, 2018

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SCALE: 1" = 500'

DATE SURVEYED: 11-03-18

DATE DRAWN: 11-03-18

APPROVED BY: [Signature]

J. SHERMAN FRIER & ASSOCIATES, INC.
LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION - L&M 7170

130 W. HOWARD STREET, LAKELAND, FL 33804
PHONE: 386-352-4829
FAX: 386-352-5370

EMAIL: info@frier.com
www.frier.com

DRAWING NUMBER: 89-84-2018

BLACKHAWK ENGINEERING, INC.
3411 ST. PETERSBURG BLVD., TALLAHASSEE, FL 32308
PHONE: (904) 224-4226 • FAX: (904) 288-1215

PROJECT	LIVE OAK R/V PARK
TITLE	EXISTING CONDITION, ZONING MAPS & CATEGORIES
CLIENT	RICK DILLIA
DRAWN BY	THOMAS & ALDRON
CHECKED BY	[Signature]
DATE	11-03-18
SCALE	AS SHOWN

PROJECT NUMBER: 23BH031M
SHEET NUMBER: 1 OF 1

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

I (We), the undersigned owner(s), do hereby authorize Blackhawk Engineering, Inc. (Marked Cooper, P.E.)
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:

Tax I.D. No. 12-025-13E-04949-000000

Date

Owner

Owner

SITE STATISTICS

Project: Live Oak RV Park
 Tax I.D. Nos.: 12-025-13E-04949-000101, 12-025-13E-04949-000200

Final Area	FT ²	Acres	% of Site
Permitted 12/20/13E-04949-000101	7,388,554	55.87	100.00%
Total Site Area	7,388,554	55.87	100.00%

Pre-Development Existing Area	FT ²	Acres	% of Site
Unimproved/Existing Area	7,388,554	55.87	100.00%
Total Existing Area Pre-Development	7,388,554	55.87	100.00%

Post-Development Improvements Area	FT ²	Acres	% of Site
New Customer Building	7,416	0.05	0.10%
Double Canopies (Endhouse Area)	1,395	0.01	0.02%
RV Checking Footh	48,949	1.12	0.64%
Hardware/Supply Building	1,808	0.04	0.03%
Swimming Pool Area	2,258	0.03	0.03%
Tennis Court Area	7,208	0.17	0.30%
Landscaping/Tree Area	723,933	5.14	0.34%
Total Improvements Area Post-Development	287,945	0.41	12.02%

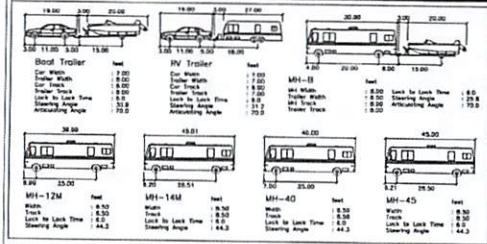
Fast-Development Existing Area	FT ²	Acres	% of Site
Stormwater Pond (to be constructed in compliance with stormwater model)	287,927	10.89	32.86%
Leaky Area (Stormwater Pond)	1,328,471	38.32	55.11%
Total Fast-Development Area Post-Development	2,146,538	49.41	67.98%

Site Statistics Summary (Fast-Development)	FT ²	Acres	% of Site
Total Fast-Development Area Post-Development	2,146,538	49.41	67.98%
Total Improvements Area Post-Development	287,945	0.41	12.02%
Total Site Area	2,146,538	55.82	100.00%

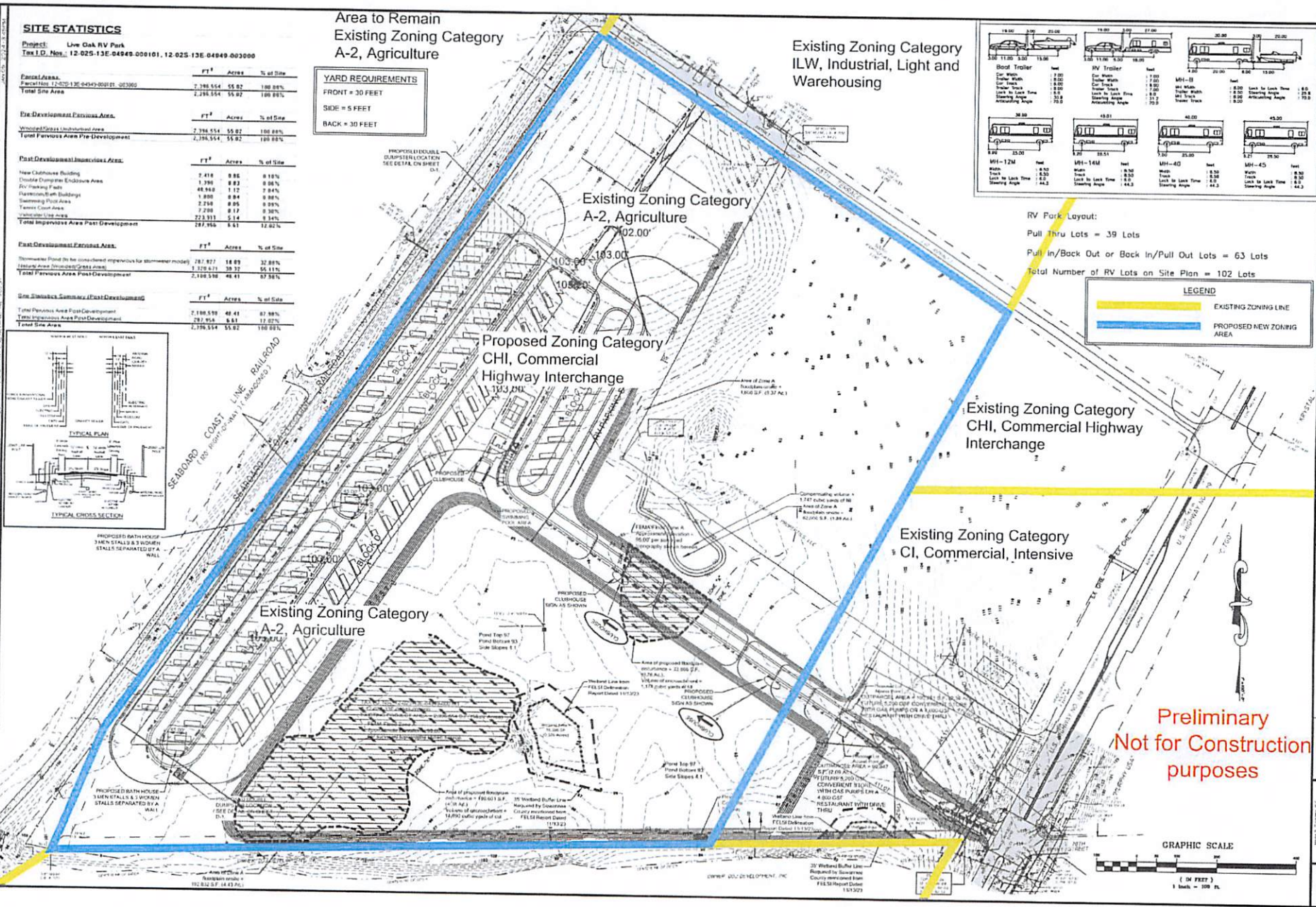
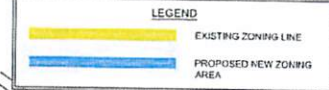
Area to Remain
 Existing Zoning Category
 A-2, Agriculture

YARD REQUIREMENTS
 FRONT = 30 FEET
 SIDE = 5 FEET
 BACK = 30 FEET

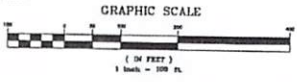
Existing Zoning Category
 ILW, Industrial, Light and
 Warehousing



RV Park Layout:
 Pull Thru Lots = 39 Lots
 Pull In/Back Out or Back In/Pull Out Lots = 63 Lots
 Total Number of RV Lots on Site Plan = 102 Lots



Preliminary
 Not for Construction
 purposes



**BLACKHAWK
 ENGINEERING, INC.**
 3413 PINEHURST BLVD., TALLAHASSEE, FLORIDA 32308
 PHONE: (904) 224-2295 FAX: (904) 224-2295

NO.	REVISIONS	DATE



PROJECT	LIVE OAK RV PARK	DATE	SCALE
TITLE	SITE PLAN W/ ZONING CHANGE SHOWN		
CLIENT	RECA, BELL & HOWELL		
DESIGNED BY		CHECKED BY	
DRAWN BY		DATE	

Draft

PROJ. & C.T. NUMBER
 2384031M
 SHEET NUMBER
 1 OF 1

ORDINANCE NO. _____

AN ORDINANCE OF SUWANNEE COUNTY, FLORIDA, AMENDING THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 24-02, BY BLACKHAWK ENGINEERING AUTHORIZED AGENT FOR SWANSON DEVELOPMENT; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS OF THE SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION; PROVIDING FOR AMENDING THE ZONING DESIGNATION FOR A PARCEL OF PROPERTY FROM AGRICULTURE-2 (A-2) TO COMMERCIAL HIGHWAY INTERCHANGE (CHI); PROVIDING SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, LDR 24-02, an application by Blackhawk Engineering authorized agent for Swanson Development to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning designation from AGRICULTURE-2 (A-2) to COMMERCIAL HIGHWAY INTERCHANGE (CHI) on the property described as follows:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 13 EAST, SUWANNEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, THENCE RUN SOUTH 88°36'00" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 1233.30 FEET; THENCE RUN NORTH 22°14'58" EAST, A DISTANCE OF 333.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF SEABOARD COAST LINE RAILROAD (ABANDONED); THENCE RUN NORTH 34°13'27" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2157.79 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 68TH TERRACE; THENCE RUN SOUTH 55°46'33" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 548.17 FEET; THENCE RUN SOUTH 26°52'06" WEST, A DISTANCE OF 858.37 FEET; THENCE RUN SOUTH 55°46'33" EAST, A DISTANCE OF 681.58 FEET; THENCE RUN SOUTH 26°52'06" WEST, A DISTANCE OF 666.38 FEET TO THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 88°36'00" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 434.68 FEET TO THE POINT OF BEGINNING.
CONTAINING 49.16 ACRES MORE OR LESS.

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

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

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

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

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2024.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Barry A. Baker, County Clerk

Travis Land, Chairman

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of the North Florida Water Utilities Authority interlocal agreement

Considerations:

- The Board adopted resolution 2023-41 on 9/7/2023 as a means to support Baker, Columbia, Hamilton, Suwannee and Union counties in the discussion of potential regional cooperation regarding water and wastewater utilities to better manage expenses associated with these services
- After several months of discussion and deliberation Columbia, Suwannee and Hamilton counties believe it would be cost efficient and effective secure cooperation by entering into an interlocal agreement
- The three counties, by the signing the agreement, would create the North Florida Water Utilities Authority for the mutual advantages regarding operations and maintenance

Budget Impact:

- No budget impact

Recommendation:

- Discuss, with possible Board action.

Respectfully submitted,

Greg Scott,

County Administrator

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____ 2024~~16~~, by and between Columbia County, Florida; Suwannee County, Florida; and Hamilton County, Florida, each a political subdivision of the State of Florida, hereinafter referred to collectively as the "Counties".

WITNESSETH

WHEREAS, the Counties have ~~previously entered into an Interlocal Agreement and~~ determined that it is in the best interests of the Counties that a single separate legal entity known as the North Florida Water Utilities Suwannee Valley Transit Authority ("SVTANFWUA") ~~be formed to~~ make all policies necessary in the discretion of that entity and to contract for and to provide for the operation and ~~maintenanc~~management of their respective water, wastewater, and reclaimed (i.e., "reuse") water facilities located~~a coordinated transportation system~~ within the Counties;

WHEREAS, the Counties are authorized pursuant to section 163.01, Florida Statutes, to enter into Interlocal Agreements to cooperatively make the most efficient use of their powers to their mutual advantage, and to provide services and facilities in accordance with geographic, economic, demographic, and other factors influencing the needs and development of the local community;

WHEREAS, the Counties are authorized pursuant to sections ~~125.01(1) and 336.021(3)~~, Florida Statutes, to independently exercise the powers they agree to jointly exercise through this Agreement;

~~**WHEREAS**, since the creation of the SVTA circumstances have arisen which the Counties agree require revision and restatement of the Interlocal Agreement;~~

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Counties agree as follows:

I. RECITALS

- a. The above recitals are true and correct and are incorporated herein by reference.

II. PURPOSE and GOALS

- a. The purpose of this Interlocal Agreement is to ~~ratify the creation of the NFWUASVTA as a separate legal entity and as an interlocal government agency pursuant to section 163.01, Florida Statutes, and the terms of this Interlocal Agreement, and to establish~~ the constitution of its Board of Directors ~~and to restate the original Interlocal Agreement together with changes implemented by the Counties.~~

- b. GOALS. The goals of this Agreement are to ensure that the SVTANFWUA will:
1. Provide to the citizens of the Counties reliable, cost effective, and regulatory compliant~~safe, timely, frequent, and convenient~~ maintenance, service, and operation of the Counties' respective water, wastewater, and reclaimed water facilities~~transit service~~;
 2. Provide to the citizens of the Counties sustainable, clean, and safe potable water distribution service~~comfortable transit vehicles and stations~~, operated by competent, courteous, and well-trained employees;
 3. Provide to the citizens of the Counties sustainable, treated, and properly discharged or conserved wastewater collection and effluent management~~with a transit system that supports and accommodates the special transportation needs of the elderly and the disabled~~;
 4. Provide to the citizens of the Counties sustainable, properly treated, and regulatory compliant reuse water for irrigation and any other lawfully permitted purpose~~with a transit system the provides reasonable protection from crime and inappropriate passenger behavior on the transit system~~;
 5. Provide to the citizens of the Counties responsive, efficient, and accountable maintenance and operational management of the ~~transit system~~Counties' respective water, wastewater, and reclaimed water facilities;
 6. ~~Provide to the citizens of the Counties a transit system designed to help reduce traffic congestion;~~
 7. ~~Provide to the citizens of the Counties a transit system that promotes environmental sustainability and reduces contributions to global warming;~~

III. FUNDING

- a. ~~Each of the~~The following Counties shall contribute to the SVTANFWUA annually in the following amounts, paid in one installment at the beginning of each fiscal year, in a-

An amount based on the pro forma proportionate share of maintenance and operation costs of each such Counties' respective water, wastewater, and reclaimed water facilities, adjusted total population used for State revenue sharing pursuant to sec. 186.901(2)(b), Fla. Stat. times the per capita rate below:

<u>COUNTY</u>	<u>PER CAPITA RATE</u>
<u>HAMILTON</u>	<u>@ 0.90 per capita</u>
<u>COLUMBIA</u>	<u>@ 0.90 per capita</u>
<u>SUWANNEE</u>	<u>@ 0.90 per capita</u>

- b. Each County shall also be solely responsible for any additional specially allocated costs pertaining to that Counties' own water, wastewater, and reclaimed water

systems, in such amount as specifically approved by the Board of County Commissioners for that County, as requested by the Board of Directors of the NFWUA, to be separately paid by that County to NFWUA within thirty (30) days of such final authorization and approval for payment.

~~b.c.~~ No County shall be required to contribute any additional sums. The Counties may, however, from time to time pay such additional sums as may be approved by their respective Boards of County Commissioners. Counties shall have no liabilities of any kind under this Agreement except for payment of the above-referenced sums.

IV. BOARD OF DIRECTORS

a. The ~~SVTA~~ NFWUA shall be managed by a Board of Directors (the "Board"). The Board is charged with fulfilling the purposes and goals of this Agreement by providing water, wastewater, and reclaimed water maintenance and operational transportation services throughout the Counties of the Counties respective water, wastewater, and reclaimed water facilities. ~~by the use of a transportation system to be owned and operated by the SVTA.~~ The Board shall make all policies for the administration, ~~tolls, fares, fees,~~ rates, charges, operation, maintenance, extension, enlargement, development, replacement and repair of those utility systems.

V. DURATION

- a. The Board shall continue in existence until it is dissolved by a joint resolution of the Boards of County Commissioners for Columbia, Suwannee, and Hamilton Counties. Any such joint resolution, if adopted by all three Counties, shall be filed with the Clerks of the Circuit Courts of the participating Counties prior to its becoming effective.
- b. Any one County may withdraw from this Agreement at any time by giving 180 days written notice to the Board, accompanied by a Resolution of that County's Board of County Commissioners authorizing withdrawal from this Agreement.
- c. A County may be added to this Agreement upon submission of a resolution from the Board of County Commissioners for that County (the "applicant County") requesting membership and agreeing to abide by the terms and conditions of this Agreement. Upon submission, the Board shall cause to be submitted to Columbia, Hamilton, and Suwannee Counties true copies of the applicant County's resolution together with a statement from the Board indicating the financial and practical feasibility of adding the applicant County under this Agreement. Upon approval by a simple majority of the Counties, indicated by resolutions, the Board shall cause to be recorded in the official records of each of the member Counties those

resolutions indicating approval of the applicant County as well as the applicant County's resolution indicating its willingness to be bound by this Agreement.

- d. Funding contributions by a new County pursuant to above, shall be as outlined in Section III, above.

VI. BOARD COMPOSITION, OFFICERS, AND MEETINGS

- a. The Board shall be composed of two (2) members from each of the Counties. Each Board member shall be appointed by his or her respective Board of County Commissioners for a term of one year or until a successor is appointed.
- b. Vacancies shall be filled by the appropriate Board of County Commissioners, making sure that each County has two (2) representatives on the Board at all times.
- c. The Board shall elect by majority vote from among its members a Chairperson and Vice-Chairperson. The Vice-Chairperson shall not be an appointee of the same Board of County Commissioners that appointed the Chairperson. The term of each office shall be one year or until a successor in office is elected.
- d. The Board shall meet at least once each quarter or more often if deemed necessary by the Chairperson to transact the business of the Board.
- e. A quorum for the purpose of transacting business shall be fifty percent (50%) of the membership. A majority of members present shall be necessary to decide any question.
- f. The Board may shall adopt bylaws consistent with this Agreement to govern the conduct of its meetings and the taking of official action pursuant to the Board's enumerated powers.

VII. POWERS

- a. The Board shall have the power and authority to accept funds appropriated to it by any governmental body or others sources. It may apply for and receive grants and donations of all kinds. All such collected funds may be lawfully expended for any purpose under this Agreement. The Board shall have the independent authority, or with the assistance of the participating parties hereto, to enforce all rules, regulations and policies adopted pursuant to this Agreement, and may resort to any available legal process for this purpose.
- b. In addition, the Board shall have the authority:
 1. To sue and be sued;
 2. To adopt, use and alter at will, a corporate seal;
 3. To acquire, purchase, hold, lease as a lessee, and use any whole or fractional interest in real or personal property, both tangible and intangible, as necessary or desirable for carrying out the purposes of the Board, and to sell, lease as lessor, transfer or dispose of any property or interest therein acquired by the Board;

4. To review and approve the establishment of rates, ~~fees~~, and other charges for the services and facilities within the areas of operation and, if deemed appropriate, to set, alter, charge and establish rates, ~~fees~~, and other charges to ensure that same are just and equitable;
 5. To make contracts and to execute all instruments necessary for carrying on the Board's business; and
 6. To accept gifts or grants or loans of money or other property to the Board to be lawfully expended according to the purposes of this Interlocal Agreement;
 7. To enter into contracts, leases, or other transactions with any state or federal agency or with any other public body of the state, including municipalities, school districts, and other authorities;
 8. To borrow money and issue evidence of indebtedness as permitted or provided by law. The cost of debt service shall be included in SVTANFWUA's annual budget; and
 9. To develop water conservation and related transportation plans, and to coordinate planning and programs with appropriate municipal, county, regional, and state agencies located within the three (3) county region.
- c. Each member of the Board shall attend training as required by state, regional, or federal transportation regulatory authorities, if any.

VIII. PERSONNEL AND SERVICES

- a. The Board may employ a Secretary to the Board, and such other persons, firms, or corporations as it deems necessary to provide adequate administrative, clerical, professional, and technical assistance and services to conduct Board business. The Board may determine the qualifications and fix the compensation of such persons, firms or corporations, and make its elections as to service providers pursuant to Florida law. Budget and funding for said staff and services shall be established by the Board.
- b. The Board shall appoint a NFWUA ~~SVTA~~ Administrator who shall serve at the pleasure of the Board and shall have the exclusive day to day authority and full command and control over SVTANFWUA's administrative, human resources, training, operational, security, and logistics affairs. The Administrator shall be employed pursuant to an individual, written contract which shall be negotiated and entered between the Administrator and the Board. In addition, the Board may provide for a written and approved incentive compensation plan based on achievement of service standards adopted by the Board. In addition to pursuing the directed goals and purposes as stated above, the Administrator shall ~~have~~ be charged with and have authority for the following:
 - i. Employ, contract with, train, and/or terminate all subordinate personnel for NFWUASVTA. Subject to Board approval, the Administrator shall

- develop policies and procedures as to all human resources functions and, if approved by the Board, the Administrator shall be charged with ensuring compliance with all such policies and procedures.
- ii. Upon recommendation of the Board's ~~s~~Staff ~~a~~Attorney, and with the consent and approval of the Board, compromise, settle, or dismiss any litigation, legal proceedings, claims, demands, or grievances which may be pending for or on behalf of, or against NFWUASVTA, as applicable. Litigation of claims or demands against the NFWUASVTA shall at all times be pursued as provided by and in accordance with Florida Law and applicable court rules.
 - iii. Serve as the Board's contact as to all matters relating to daily operations of NFWUASVTA. Circumvention of this subsection by any member of the Board resulting in that Board member directing or personally influencing the day to day administrative, financial, security, logistical, or operational affairs of the NFWUASVTA may constitute official misconduct by that member of the Board.
 - iv. Have the authority to negotiate the terms and conditions of contracts or agreements necessary for the operation of NFWUASVTA. Notwithstanding this subsection, no contracts or agreements shall be binding upon NFWUASVTA unless and until approved by the Board.
 - v. Develop and set administrative and operational policies, schedule of rates, fees, and charges, regulations, rules and procedures for the operation of NFWUASVTA, subject to approval by the Board and compliance with all local, state and federal laws, and regulations.
 - vi. Shall immediately inform the Board on all urgent or important matters as determined in the judgment of the Administrator.

IX. ANNUAL AUDIT

- a. The Board and NFWUASVTA shall have all books, records, and accounts in the control of the Board or NFWUASVTA audited annually, and shall provide copies of the audit to all Board members and to any federal, state, or local government agencies that require review of said audits. Audit of the immediate previous fiscal year shall commence not later than December 1 of each year.

X. OWNERSHIP AND OPERATION

- a. Upon further authorization and approval by each affected County, and the approval of the Board, tThe Board shall own and operate the combined water, wastewater, and reclaimed water system of the Counties~~SVTA transportation system~~ in accordance with such rules and policies as it may adopt with the assistance of the Administrator.

XI. BUDGET AND FINANCIAL STATEMENT

- a. The Administrator shall prepare and submit a proposed annual budget for the operation of said system, with the pro forma proportionate breakdown by County for the upcoming fiscal year, at least sixty (60) days in advance of each fiscal year for consideration and approval by the Board. The Administrator shall also file with the Board a financial report on or before each regularly scheduled Board meeting showing the financial status of SVTANFWUA and the disposition of any funds received from the system as well as any other funds provided for the system's operation. The Administrator may make line-item adjustments to the budget but shall obtain Board approval for any changes that will or may affect the budget totals. Any expansion of fiscal responsibility of any County beyond that which has previously been authorized and approved of by that County pursuant to this Interlocal Agreement must be separately authorized and approved by the formal action of that County's Board of County Commissioners. For any fiscal year or portion thereof during which the respective Counties' utility systems are owned separately by each respective County, the Administrator shall breakout the budget and financial reports to correspond appropriately to each such separate County owned utility system.

XII. PROHIBITED ACTS

- a. Except for the purposes of an inquiry, members of the Board shall deal with the affairs of the SVTANFWUA solely through the Administrator and neither the Board nor any member thereof shall publicly or privately give orders to any subordinate of the Administrator.

XIII. SPECIAL SESSIONS OF THE BOARD

- a. The Board shall annually take up for consideration the status of the Counties' respective water, wastewater, and reclaimed water~~transportation~~ systems being maintained and operated by the NFWUA, including the policies, rates, ~~tolls, fares,~~ fees, charges, maintenance, repairs and replacements, expansion, financing, and management of the system. The Board shall thereafter make such modifications as are determined appropriate or make a finding that no changes are in order as of that meeting.

XIV. EFFECTIVE DATE

- a. This agreement shall take effect immediately upon its approval by each County's Board of County Commissioners ~~and by the Department of Legal Affairs~~. This Agreement shall be filed pursuant to section 163.01-(112), Florida Statutes.

IN WITNESS WHEREOF the Boards of County Commissioners of Columbia County, Hamilton County, and Suwannee County, Florida, have each entered into this agreement and have caused it to be executed by their duly authorized officers.

COLUMBIA COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED: _____
Chairman of the Columbia County Board of County Commissioners

ATTEST: _____
Clerk for the Columbia County Board of County Commissioners

DATE: _____

HAMILTON COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED: _____
Chairman of the Hamilton County Board of County Commissioners

ATTEST: _____
Clerk for the Hamilton County Board of County Commissioners

DATE: _____

SUWANNEE COUNTY, FLORIDA

A political subdivision of the State of Florida

SIGNED: _____
Chairman of the Suwannee County Board of County Commissioners

ATTEST: _____
Clerk for the Suwannee County Board of County Commissioners

DATE: _____

Suwannee County, Florida

Resolution No. 2023- 41

A RESOLUTION OF THE SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA APPROVING THE CREATION OF A REGIONAL UTILITY WORKING GROUP

WHEREAS representatives from Baker, Columbia, Hamilton, Suwannee, and Union County have met three times to discuss the possibilities of regional utility cooperation;

WHEREAS, the Suwannee River Water Management District has recommended that a collaborative approach to water supply, together with wastewater treatment and disposal is in the best interest of the citizens, residents, the natural environment, and utility consumers of the region;

WHEREAS, the Counties believe that it would be the most efficient use of their respective powers to cooperate with each other on a basis of mutual advantage;

WHEREAS, the group that have met believes that mutual advantage for funding, construction of systems, operations and maintenance, and permitting is enhanced with a regional collaborative effort;

NOW, THEREFORE, BE IT RESOLVED, that Suwannee County agree as follows:

1. To appoint one county commissioner and authorizes the county manager or a designated individual to represent the county on the North Central Florida Regional Utility Working Group
2. The county recognizes that this working group will be the official exploratory group of researching, collaborating, and potentially creating a regional multi county utility organization.

PASSED AND ADOPTED by the Board of County Commissioners of Suwannee County, Florida, at its regular session September 7th, 2023

BOARD OF COUNTY COMMISSIONERS
SUWANNEE COUNTY, FLORIDA



Franklin White, Chairman



Barry Baker, Clerk of Court

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

