



**City of Live Oak  
Special Called City Council Meeting**

**A G E N D A**

**Tuesday**

**June 27, 2023**

**6:00 P.M or soon thereafter**

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Meeting called to order

- 1) Approval of the Agenda with any additions, deletions or changes (motion to approve)
- 2) Public Comments (comments limited to 3 minutes) Notice: Speakers will be allowed to speak following recognition by the Council President. Comments will be limited to 3 minutes each, so all who wish to speak will be provided an opportunity
- 3) Discussion with possible Council action, authorization to contract with Kurt Spitzer and Associates to analysis and prepare a district map consistent with the 2020 census and to appropriate \$14,000 to pay for services and other related redistricting expenses
- 4) Discussion with possible Council action, Resolution 2022-12, a resolution authorizing the mayor to sign an agreement with Suwannee Crossing Development for utility services outside the city limits (US 129 & I-10)

Meeting adjournment

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public that if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing the person will need a record of the proceedings, and that for such purpose, affected persons may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting, shall contact the Live Oak City Clerk's Office at (386) 362-2276, at least 48 hours prior to the meeting.



City of Live Oak

Agenda

Separator

*Proposal to Provide*  
**Redistricting Services**

**City Council**  
**City of Live Oak**

*submitted by*  
Kurt Spitzer and Associates, Inc.  
[www.ksanet.net](http://www.ksanet.net)  
(850) 228-6212

June 21, 2023

## **Executive Summary**

This Proposal is to provide professional redistricting services for the City Council of the City of Live Oak, Florida, hereinafter referred to as the “City.”

The US Census Bureau is required to conduct an “actual enumeration” of “all persons” in the United States every 10 years, meaning that their duty is to count the “whole number of persons in each State.” The census conducted in 2020 was the twenty-fourth time such a count has taken place.

Congress uses the census data to reapportion the number of congressional seats allocated to each state. State Legislatures use the information to realign state and congressional district boundaries in furtherance of the principal of “one person, one vote.” For similar reasons, local governments use the data to realign the district boundaries used to elect the members of their governing bodies.

Beyond the provisions of the US Constitution and the Voting Rights Act, city governments in Florida should examine the need to redistrict as soon as is possible after each census is completed. Charter counties and cities may also be further guided by the provisions of their charters on redistricting.

Kurt Spitzer (owner of Kurt Spitzer and Associates or “KSA”) has served as the redistricting consultant and facilitator in well over 30 local redistricting projects in Florida. He has consulted and advised Florida local governments for more than 40 years and will serve as Project Manager and primary point of contact for the Project.

Assisting KSA with data collection and mapping will be Bertram Melix. Mr. Melix holds a Master of Science degree in Geographic Information Systems and is currently pursuing his PhD in the Department of Geography at Florida State University. He is highly skilled in data collection and manipulation, and in the use of the ESRI software used in the redistricting process.

## **Curriculum Vitae**

## **Kurt Spitzer**

Kurt Spitzer is President and owner of Kurt Spitzer and Associates (KSA) an established, Tallahassee-based local government consulting firm. Prior to incorporating KSA in 1989, Mr. Spitzer was employed by the Florida Association of Counties for 10 years and by the Florida House of Representatives prior to that time.

Mr. Spitzer has served as the primary consultant in over 30 local government redistricting projects in Florida, ranging in size from the City of Quincy to Pinellas County. He has served as the consultant to numerous county charter study and charter review commissions, ranging in size from Wakulla to Broward Counties. KSA was the lead consultant on local government matters to Florida's first Taxation and Budget Reform Commission and its second Local Government Study Commission.

Mr. Spitzer founded and served as the Executive Director of the Florida Stormwater Association and has been intimately involved in the development of Florida water policy for more than 25 years.

Mr. Spitzer received his Bachelor of Arts degree (biology and political science) from the University of South Florida and his Master of Science in Public Administration from Florida State University.

## **Bertram Melix**

Assisting in the Project for mapping and data management services is Bertram Melix. Mr. Melix is a graduate research assistant at the Florida State University's Department of Geography, where he is pursuing his PhD in Geography. He holds a Master of Science in Geographic Information Systems from FSU, where he is an instructor in Geographic Information Systems, and has extensive experience in the use of Esri (Environmental Systems Research Institute, Inc.) products and software.

## Specific Experience and References

with significant notations included

### Redistricting Projects

#### **1. Brevard County Commission (Citizens Redistricting Committee) - 2001**

Pursuant to an amendment to the County Charter, Brevard County was the first county in Florida to redistrict its Commission district boundaries based on the use of and recommendations from a Citizens Redistricting Committee.

#### References

Anselmo Baldonado, Chairman  
Brevard Citizen's Redistricting Committee  
(321) 777-9225

#### **2. Brevard County School Board – 2001**

#### **3. City of Bonita Springs - 2022**

#### **4. City of Daytona Beach - 2011**

#### **5. City of Ft. Lauderdale – 2002**

#### **6. City of Ft. Myers - 2005**

Through a charter amendment, the City of Ft. Myers changed the structure of the Council from a “Strong-Mayor” form of government that had an elected executive and five single-member districts, to a Council-Manager form of government that included a directly elected Mayor who was a member of the City Council and a City Manager who was hired/fired by the Council. The Council was increased to a total of six, single-member districts. At the time KSA was engaged by the City, it was a “pre-clearance” jurisdiction under the provisions of Section 5 of the Voting Rights Act; no challenges to the adopted plan were filed.

#### Reference

Grant Alley, City Attorney  
Phone: 239-321-7640  
[galley@cityftmyers.com](mailto:galley@cityftmyers.com)

#### **7. City of Ft. Pierce – 2021**

#### **8. City of Lake City - 2023**

#### **9. City of North Miami - 2022**



## **10. City of Pompano Beach – 2011 and 2021**

### **9. City of Quincy - 2020**

The City had not redistricted its boundaries in 45 years, requiring consideration and adoption of significant changes to the existing redistricting plan. The adopted plan was challenged under the provisions of the Voting Rights Act but was upheld in federal court.

#### Reference

Jack L. McLean, Jr., City Manager (former)

Phone: 850-841-0443

[mccl3690@comcast.net](mailto:mccl3690@comcast.net)

## **10. City of St. Petersburg - 2022**

### **11. Columbia County Commission - 2021**

The County Charter provides for a Citizens Redistricting Committee. The Committee adopted a plan that did not count the population of those incarcerated in the County's two prisons and submitted that plan to the County Commission for final approval.

#### Reference

Joel Foreman, County Attorney

Phone: 386-752-8420

[jforeman@columbiacountyfla.com](mailto:jforeman@columbiacountyfla.com)

### **12. Jefferson County Commission – 2013 and 2016**

The 2013 redistricting plan was challenged based on whether prison population should be counted (as was the direction of the Florida Attorney General and case law at that time) or excluded. A federal District Court in Tallahassee ruled that the prison population could not be counted. A revised plan was prepared and adopted in 2016 which did not count prison population; the District Court approved that plan. Note that the US Supreme Court has subsequently ruled that use of total population (including prison) is an acceptable approach in the redistricting process.

#### Reference

Buckingham Bird, County Attorney (former)

Phone: 850-997-3503

[tbird@nettally.com](mailto:tbird@nettally.com)

## **13. Leon County School Board – 2001**

## **14. Levy County Commission and School Board - 2001 and 2011**

## **15. Nassau County Commission, School Board and Port Authority - 2001**

#### **16. Pinellas County Commission – 1999, 2001 and 2021**

KSA assisted the County in redistricting after a charter amendment passed changing the districting system from five commissioners elected on an “at-large” basis to a system of four single-member districts plus three at-large. After the year 2000 census data was released in 2001, KSA adjusted the 1999 district boundaries based on the new demographic information. KSA was also engaged by Pinellas County for redistricting services in 2021, whose charter now provides for a Citizens Redistricting Advisory Board.

##### Reference

Susan Churuti, County Attorney (former)

Phone: 813-283-8666

[susan.churuti@beachdriveretail.com](mailto:susan.churuti@beachdriveretail.com)

#### **17. Pinellas County School Board – 2001**

#### **18. Sarasota County Commission – 2019 and 2021**

A 2018 amendment to the county charter changed the districting system from five members residing in residence areas but elected by all the voters countywide to five single-member districts, who were elected only by the voters of those districts. The County Commission thereafter decided to redistrict the Commission districts based on updated population data. KSA subcontracted with the University of Florida’s Bureau of Economic and Business Research to update the 2010 data and thereafter redrew the district lines based on that updated data. The adopted plan was challenged in federal court based on the provisions of the Voting Rights Act; the Court ruled in favor of the County. KSA was also engaged by Sarasota County for redistricting services in 2021.

##### Reference

Brad Johnson, Assistant County Administrator

Phone: 941-861-5293

[Brad.Johnson@scgov.net](mailto:Brad.Johnson@scgov.net)

#### **19. Sumter County Commission – 2006**

#### **20. Village of Estero - 2022**

## Similar Projects

KSA has provided consulting services on charters, local government structure and finance for the below entities. All projects required a high level of facilitation and consensus building skills.

- Broward County Charter Review Commission
- Columbia County Charter Commission
- Columbia County Charter Review Commission (twice)
- Deltona Incorporation Study Commission (municipal incorporation feasibility study)
- Indian River County Commission (BCC proposed charter)
- Lee County Charter Review Advisory Commission (three occasions)
- Leon County Charter Study Committee
- Leon County Charter Review Commission
- Local Government Study Commission II, State of Florida
- Okaloosa County Charter Study Commission
- Pasco County Commission (BCC proposed charter)
- Pinellas County Charter Review Commission (three occasions)
- Polk County Charter Commission
- Polk County Charter Review Commission (three occasions)
- Tallahassee-Leon County Consolidation Commission
- Taxation and Budget Reform Commission I, State of Florida
- Wakulla County Commission (BCC proposed charter)

## Suggested Approach and Work Plan

We propose the following (tentative) approach to complete the Project to complete the Project in 2023.

<b>Task</b>	<b>Event</b>	<b>Tentative Completion Date</b>
1	Consultant Engaged	Day 1
2	Consultant acquires necessary and available files and data from the City and Bureau of the Census (using 2020 data) for mapping.	Day 5
3	Consultant prepares “Existing Districts Map” and determines whether adjustments are necessary to existing district boundaries based on 2020 Census data and common redistricting criteria.	Day 10
4	Consultant prepares at least two alternative redistricting maps based on common redistricting principles and criteria, and 2020 census data.	Day 15
5	Consultant conducts presentation for the City redistricting process, criteria and practices, and reviews at least three maps: “Existing” plan and two alternative (legally sufficient) plans.	Day 20
6*	If recommendation is approved, consultant prepares draft narrative description of new district boundaries and delivers all files and maps to staff.	Day 25
7	Consultant delivers all files, maps and data to the City after completion of Project.	Day 30

\*Task 6 is not included within the pricing for the Scope of Work.

## Price

We propose a fixed price of \$10,000, which would include the following services and all expenses, except as identified under “Out of Scope.”

1. Preparation for and attendance by Mr. Spitzer at not more than two zoom meetings concerning the redistricting Project.
2. Time spent in preparation by Mr. Spitzer and other Team Members for attendance at all meetings and all other tasks identified in “Approach and Work Plan.”
3. Preparation of not more than three districting maps or plans, including the initial “Existing Districts” map. Minor revisions to alternative plans are not considered to be an additional map or plan.
4. All costs for necessary software.
5. Expenses incurred in adding the City as a named insured to the KSA Liability Insurance policies for the purposes of the Project.
6. Regular, frequent communication on the status of the Project with designated staff, counsel and City officials.
7. Delivery of final maps and all related files and data to City staff.

### Payment Schedule

We propose the following payment schedule:

- \$5,000 due upon acceptance of the Agreement.
- \$5,000 due upon completion of Project.

Expenses and fees for services provided outside of the scope of work (if any) will be billed monthly in arrears.

## Out of Scope

The following services and related expenses are not included in the above price(s):

1. Preparation for or attendance at additional in-person or on-line meetings related to the Project, or preparation of additional maps, documents or reports beyond those identified above, and testimony in legal proceedings, will be billed at the following rates:

Kurt Spitzer                      \$285 per hour

Other Team Members      \$175 per hour

2. Testimony in Legal Proceedings

Mr. Spitzer will be paid at a rate of \$285 per hour for expert technical assistance in the event any legal action arises relating to the redistricting process or plans developed with KSA's assistance. Mr. Spitzer will provide expert testimony and technical services, if necessary, in state and federal court as it relates to the adopted redistricting plan.

In instances where Mr. Spitzer either does not or cannot qualify as an expert, and where necessary in a legal action, then Mr. Spitzer will provide fact testimony relating to the redistricting of plans developed with KSA's assistance. KSA will be reimbursed for expenses incurred and time lost in preparing for and providing the non-expert testimony. KSA will itemize and invoice for such expenses and will be compensated for time lost at an hourly rate of \$285 per hour.

The City (including the City Council, staff and Officers), KSA and Mr. Spitzer understand and agree that such payment or reimbursement cannot and will not influence the substance of Mr. Spitzer's testimony in any manner whatsoever.

ENROLLED

HB411, Engrossed 1

2023 Legislature

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An act relating to residency of local elected officials; amending s. 124.01, F.S.; prohibiting changes to county commissioner district boundaries during a specified timeframe; prohibiting the consideration of the residential addresses of certain persons during the district-drawing process for boards of county commissioners; providing construction; creating s. 166.0321, F.S.; requiring municipalities to fix the boundaries of their districts in a certain manner; prohibiting changes to municipal district boundaries during a specified timeframe; prohibiting the consideration of the residential addresses of certain persons during the district-drawing process; providing construction; amending s. 1001.36, F.S.; prohibiting changes to district school board member residence area boundaries during a specified timeframe; prohibiting the consideration of the residential addresses of certain persons during the residence-area-drawing process for district school boards; providing construction; amending s. 1001.361, F.S.; providing that an elected candidate for district school board must reside in the district school board member residence area by the date she or he assumes office instead of upon qualifying for office; making



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HB411, Engrossed 1

2023 Legislature

26 technical changes; providing an effective date.

27

28 Be It Enacted by the Legislature of the State of Florida:

29

30 Section 1. Subsection (3) of section 124.01, Florida  
31 Statutes, is amended to read:

32 124.01 Division of counties into districts; county  
33 commissioners.—

34 (3) The board of county commissioners shall, from time to  
35 time, fix the boundaries of the county commissioners' ~~above~~  
36 districts so as to keep them as nearly equal in proportion to  
37 population as practicable, ~~possible~~; provided, that changes made  
38 in the boundaries of county commissioner districts pursuant to  
39 this section may not shall be made ~~only~~ in the 270 days before a  
40 regular general election for the board of county commissioners  
41 ~~odd-numbered years~~. Districts may not be drawn with the intent  
42 to favor or disfavor a candidate for county commission or an  
43 incumbent county commissioner based on the candidate's or  
44 incumbent's residential address. Any ordinance enacted or  
45 adopted by a county on or after July 1, 2023, which is in  
46 conflict with this subsection is void.

47 Section 2. Section 166.0321, Florida Statutes, is created  
48 to read:

49 166.0321 Division of municipalities into districts.—Each  
50 municipality shall, from time to time, fix the boundaries of its



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HB411, Engrossed 1

2023 Legislature

51 districts so as to keep them as nearly equal in proportion to  
 52 their respective populations as practicable, provided that such  
 53 changes may not be made in the 270 days before a regular general  
 54 election for the governing body of the municipality. Districts  
 55 may not be drawn with the intent to favor or disfavor a  
 56 candidate for member of the governing body or an incumbent  
 57 member of the governing body based on the candidate's or  
 58 incumbent's residential address. Any ordinance enacted or  
 59 adopted by a municipality on or after July 1, 2023, which is in  
 60 conflict with this section is void.

61 Section 3. Subsection (2) of section 1001.36, Florida  
 62 Statutes, is amended to read:

63 1001.36 District school board member residence areas.—

64 (2) A ~~Any~~ district school board may make any change that  
 65 it deems necessary in the boundaries of any district school  
 66 board member residence area at any meeting of the district  
 67 school board, provided that such changes are not ~~shall be~~ made  
 68 only in the 270 days before a general election ~~odd-numbered~~  
 69 ~~years~~ and that no change that would affect the residence  
 70 qualifications of any incumbent member disqualifies ~~shall~~  
 71 ~~disqualify~~ such incumbent member during the term for which he or  
 72 she is elected. Residence areas may not be drawn with the intent  
 73 to favor or disfavor a candidate for district school board  
 74 member or an incumbent district school board member based on the  
 75 candidate's or incumbent's residential address. Any resolution

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HB411, Engrossed 1

2023 Legislature

76 adopted by a district school board on or after July 1, 2023,  
 77 which is in conflict with this subsection is void.

78 Section 4. Section 1001.361, Florida Statutes, is amended  
 79 to read:

80 1001.361 Election of board by districtwide vote.-  
 81 Notwithstanding any provision of local law or any county  
 82 charter, the election of members of the district school board  
 83 must ~~shall~~ be by vote of the qualified electors of the entire  
 84 district in a nonpartisan election as provided in chapter 105.  
 85 Each elected candidate for district school board member must  
 86 ~~shall~~, by the date at the time she or he assumes office  
 87 ~~qualifies~~, be a resident of the district school board member  
 88 residence area from which she or he was elected ~~the candidate~~  
 89 ~~seeks election~~. Each candidate who qualifies to have her or his  
 90 name placed on the ballot must ~~shall~~ be listed according to the  
 91 district school board member residence area in which she or he  
 92 is a candidate ~~resides~~. Each qualified elector of the district  
 93 is ~~shall be~~ entitled to vote for one candidate from each  
 94 district school board member residence area. The candidate from  
 95 each district school board member residence area who receives  
 96 the highest number of votes in the general election shall be  
 97 elected to the district school board.

98 Section 5. This act shall take effect July 1, 2023.



City of Live Oak

Agenda

Separator

**CITY COUNCIL RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF LIVE OAK, FLORIDA AND SUWANNEE CROSSING, JBDIV, LLC A FLORIDA CORPORATION, FOR WATER AND SEWER SERVICES FOR A PROPERTY LOCATED OUTSIDE OF THE CORPORATE CITY LIMITS IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 14 EAST, AND TOWNSHIP 2 SOUTH, RANGE 13 EAST SUWANNEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, SUWANNEE CROSSING, JBDIV, LLC is in need of water and sewer services of the City of Live Oak, Florida (hereinafter the “City”) in order to facilitate the operation of commercial businesses located outside of the city limits of the City on the following described lands, as more particularly described in Exhibit A as attached hereto; and

**WHEREAS**, the City has agreed to provide and SUWANNEE CROSSING, JBDIV, LLC has agreed to pay for the requested water and sewer services as detailed in the Agreement attached hereto; and

**WHEREAS**, the City Council finds that it is in the best interests of the City and in the best interests of its citizens to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVE OAK, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed

necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Contract in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and SUWANNEE CROSSING, JBDIV, LLC, shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 3.** This resolution is effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LIVE OAK, FLORIDA**

By: \_\_\_\_\_  
David Burch,  
Council President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
John W. Gill,  
City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**AN AGREEMENT BETWEEN THE CITY OF LIVE OAK, FLORIDA AND SUWANNEE CROSSING JBDIV, LLC., A FLORIDA CORPORATION, FOR WATER AND SEWER SERVICES FOR A PROPERTY LOCATED OUTSIDE THE CORPORATE CITY LIMITS IN PART OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 14 EAST, AND SECTION 13, TOWNSHIP 2 SOUTH, RANGE 13 EAST SUWANNEE COUNTY, FLORIDA**

**WHEREAS**, SUWANNEE CROSSING JBDIV, LLC. is in need of water and sewer services of the City of Live Oak, Florida (hereinafter the "City") in order to facilitate the operation of commercial businesses located outside of the city limits of the City on the following described lands, as more particularly described in General Warranty Deed dated February 14, 2023, recorded in OR Book 2420/0193, attached hereto as Exhibit "1" and incorporated herein.

**AND WHEREAS**, the City has agreed to provide and SUWANNEE CROSSING, JBDIV, LLC. has agreed to pay for the requested water and sewer services on the terms and conditions hereinafter set forth,

**NOW, THEREFORE**, the parties covenant and agree as follows;

1. SUWANNEE CROSSING, JBDIV, LLC. is required to pay the City the sum of \$ 71,968.60 for Impact and Tapping Fees, consisting of \$21,622.00 and \$45,707.20 water and sewer impact fees respectively, and \$4,324.39 and \$ 315.00 water and sewer tapping fees respectively. Fees in accordance with City Rate Ordinances and applicable connections, each connection will require deposits. Gas Taps will be charge per connections as requested.

2. As additional and further consideration for this agreement, SUWANNEE CROSSING, JBDIV, LLC., agrees that it and its successors and assigns shall pay to the City the following sums required by the City of Live Oak Policy for Providing Water and Sewer Service Outside the Corporate City Limits, a copy of which is attached as Exhibit "A", to wit:

(a) Annually, for so long as SUWANNEE CROSSING, JBDIV, LLC. and its lessee, or successors utilize water and sewer services of the City, a sum calculated by multiplying the City's ad valorem tax millage rate times the property appraisal on which Suwannee County ad valorem taxes are extended on the above described lands. Such payments with appropriate discounts for early payment and penalties for late payments shall be paid to the City at the same time taxes are due to the County of Suwannee. The discounts for early payment and penalties for late payment shall be calculated in the same manner and amounts as discounts and penalties are calculated on payment of ad valorem taxes due Suwannee County. The City shall mail bills for the above payments to the address utilized by the Suwannee County Tax Collector of County taxes.

- (b) Annually, SUWANNEE CROSSING, JBDIV, LLC. shall pay to the City of Live Oak a sum equal to the amount that would be charged by the City pursuant to Article II of Chapter 70 of the Code of Ordinances, City of Live Oak, Florida for occupational licenses for each of the businesses located on said property if said businesses had been located in the city limits of the City of Live Oak. Such sum shall be paid on the date such sums are due from businesses located in the city limits.
- (c) A monthly sewer charge shall be paid by SUWANNEE CROSSING, JBDIV, LLC. and their successors or lessees. The charges shall be calculated pursuant to the Ordinances adopted by reference in Paragraph 3 hereto as the same may be amended from time to time, provided, however, that such charges shall be the *same as charges for businesses inside the city limits of the City of Live Oak.*
- (d) A monthly water charge shall be paid by SUWANNEE CROSSING, JBDIV, LLC. and/or the owner or lessee of the lands described herein as and for water fees. The charges shall be calculated pursuant to the ordinances adopted by reference in Paragraph 3 hereto as the same may be amended from time to time, provided, *however, that such charges shall be the same as charges for businesses inside the city limits of the City of Live Oak.*
- (e) A monthly fee equal to the utility taxes which would be due to the City of Live Oak per Paragraph 3 hereof if the lands described herein and the improvements thereon were located in the City of Live Oak shall be paid by SUWANNEE CROSSING, JBDIV, LLC. SUWANNEE CROSSING, JBDIV, LLC. shall provide to the city each month a copy of the utility bills for utility services other than sewer and water incurred by the lessee along with payment of the fees required by this paragraph.
- (f) The foregoing notwithstanding, the City of Live Oak shall bill and look solely to the lessees of SUWANNEE CROSSING, JBDIV, LLC. for payment of all fees due pursuant to paragraph 2 (b) through (e) hereof for the duration of any lease made by SUWANNEE CROSSING, JBDIV, LLC. or other tenant provided that SUWANNEE CROSSING, JBDIV, LLC. provides to the City of Live Oak a written acknowledgment by the tenant or lessee (in a form acceptable to the City) reciting that it has received a copy of this agreement and agrees to be bound by the terms and conditions hereof and pay the fees required hereby as a condition of receiving water and sewer services from the City and acknowledges the right of the City to discontinue water and sewer services upon the lessee or tenants' failure to timely make all payments required by this agreement.

3. The provisions of Section(s): 78-2, 78-31 through 78-44, 78-81 through 78-93, 78-161 through 78-167, 78-191 through 78-203, 78-221 through 78-230, 78-251 through 78-258, 78-281 through 78-287, 78-311 through 78-320, and 78-361 through 78-371 of Chapter 78 of the Code of Ordinances of the City of Live Oak are incorporated herein and by reference made a part hereof. The parties further agree that the provisions of said ordinances as they may be amended from time to time, shall be binding on the parties hereto and their successors without further notice, provided however, that any amendments applicable to SUWANNEE CROSSING, JBDIV, LLC. are also applicable to similar businesses located in the city limits of Live Oak. The City shall provide a copy of any amendment to the forgoing ordinances to SUWANNEE CROSSING, JBDIV, LLC., at the address set out in paragraph six (6) hereof.

4. The parties contract and agree for themselves, their successors and assigns, that any dispute hereunder, if litigated, shall be litigated exclusively in the Circuit Court of Suwannee County, Florida. Venue for any and all litigation is agreed to be in Suwannee County, Florida.

5. This agreement shall be binding on SUWANNEE CROSSING, JBDIV, LLC. and their devisees, successors, assigns, and lessees for so long as the city shall provide sewer or water services. At such time as SUWANNEE CROSSING, JBDIV, LLC. or their successors cease to utilize sewer and water service provided for by this agreement, this agreement shall automatically terminate.

6. Annexation: Execution of this agreement constitutes full consent and authorization by SUWANNEE CROSSING, JBDIV, LLC. and their successors and assigns for voluntary annexation into the City of Live Oak of the real estate described herein upon the Incorporated City Limits of the City of Live Oak, Florida per the attached Exhibit "A".

7. Notice: Any notices required to be given hereunder shall be made in writing to SUWANNEE CROSSING, JBDIV, LLC. 378 East Base Street, Ste 219, Madison, FL 32340.

Notices to the City of Live Oak shall be addressed to: City of Live Oak, 101 White Avenue SE, Live Oak, Florida 32064.

8. SUWANNEE CROSSING, JBDIV, LLC. shall pay the cost of the installation of the water and sewer lines necessary to serve SUWANNEE CROSSING, JBDIV, LLC., on the aforementioned property pursuant to engineered drawings approved by the City of Live Oak. The cost of any permits required by any regulatory agency of the State of Florida, and engineering fees incurred in connection therewith shall be also be paid by SUWANNEE CROSSING, JBDIV, LLC..



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

**CITY OF LIVE OAK, FLORIDA**

By: \_\_\_\_\_  
Frank Davis, Mayor

ATTEST

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
John Gill, City Clerk

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

\_\_\_\_\_

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

\_\_\_\_\_  
SUWANNEE CROSSING, JBDIV, LLC

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

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

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

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(Print Witness' Name)

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(Print Witness' Name)

**Exhibit A -page 1**

**CITY OF LIVE OAK POLICY FOR PROVIDING  
WATER AND SEWER SERVICE OUTSIDE THE CORPORATE LIMITS**  
(Council Approval 10/09, Revised & Council Approved 2/11)

**Declaration of Policy**

The City of Live Oak owns, operates and maintains the potable water plant and sanitary sewerage collection and disposal system, including the necessary fixtures, plants, facilities and other apparatus appurtenant to and a part of such sewer system.

In order to maintain, replace, expand and improve these systems for the purpose of preserving the public health and safety of the citizens and inhabitants of unincorporated areas, and to ensure the continued supply of the essential services provided by the facilities of said water or sewerage system, it is necessary and essential that the city establish charges for and regulate the system as hereinafter provided.

As used in this Policy, the following words, terms and abbreviations shall have the meanings described herein:

Applicant means the person, organization or corporation who signs an application form requesting sewer service be made available at a specific location and thereby agrees to pay for all such services at that location.

City: The word "City" shall mean the City of Live Oak, Florida.

Consumer: The word Consumer means the person or persons who actually receives and utilizes water service at a specific location and/or who contribute, cause or permit the contribution of wastewater into the city sewer system.

Developer: Developer shall mean any person engaged in the business of making improvements to or subdividing real property to which sewer services to be rendered by the city. The term shall also include, where applicable, any individual or legal entity that as owner or legally constituted agent for the owner of such real property, applies for the provision of wastewater facilities in order to serve said property.

Impact fees: Impact fees means the connection charges are those fees imposed and collected to provide for expansion of the utility system necessary to provide service to additional utility consumers.

Meter: Meter (water) means the measuring device owned and installed by the city on a service line for the purpose of accurately measuring water use by a customer. All sewerage customers shall agree to have installed on water service line a water meter to measure water usage for computation of monthly sewerage bills. The cost of the meter and the cost of installation is included in the sewage tap fee.

Suspended solids (abbreviated SS): SS shall mean solids that either float on the surface of or are in suspension in water, sewage or industrial waste and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in the "standard methods."

Utility system: Utility system means the City's sewage system and any component parts thereof.

All New Applicants, in addition to any other requirements herein, shall execute a contract furnished by the City, establishing connection and supply of said services, and consenting to taxation in lieu of annexation and subsequent annexation into the City, of the property, which is being served, as described herein.

No person shall connect to the utility system of the City, without first obtaining from the City a permit to so connect, including payment of all tap and impact fees, deposits, and connection charges required and delineated within this policy, and in the City of Live Oak Code of Ordinances.

Tap and Impact Fees and titles which are applicable to this Policy are those found in the City of Live Oak Code of Ordinances, Chapter 78, Utilities, as amended.

New applicants, and those which have previously executed a central or written contractual agreement with the City for taxation in lieu of annexation and services to premises outside the Incorporated City Limits, said tap and impact fees for connection shall be billed the amounts listed under the title "Within City", which are found in the City of Live Oak Code of Ordinances, Chapter 78, Utilities, as amended. Current recipients who are receiving utility services from the City, which have no written contract for taxation in lieu of annexation and services with the City, said tap and impact fees for connection shall be billed the amounts listed under the title "Outside City", found in Chapter 78, Utilities, of the City of Live Oak Code of Ordinances, as amended.

Attachment A

Parcel ID-12-02S-13E-04962-000000

LEG 2.45 ACRES COMMENCE AT THE NW COR OF SECTION 7-TWP-02S-RNG-14E AND THENCE RUN S ALONG THE W LINE OF SEC 7 TO THE CENTERLINE OF US HWY #129 S 31 DEG W ALONG SAID CENTERLINE OF HWY A DISTANCE OF 542.80 FT S 58 DEG E ON A PERPENDICULAR 100 FT TO THE POINT OF TERMINATION OF LIMITED ACCESS OF INTERSTATE #10 ON THE E LINE OF US HWY #129 FOR POB S 31 DEG W ALONG SAID E LINE OF US HWY #129 A DISTANCE OF 200 FT S 58 DEG E ON A PERPENDICULAR ALONG THE N LINE OF TRACT OWNED BY HUMBLE OIL & REFINING CORP A DISTANCE OF 200 FT N 31 DEG E PARALLEL TO US HWY #129 A DISTANCE OF 257.91 FT N 73.09 FT E 46.92 FT N 31 DEG E PARALLEL TO US HWY #129 A DISTANCE OF 201.98 FT TO THE S LINE OF INTERSTATE RT #10 A DISTANCE OF 59.25 FT S 89 DEG W ALONG S LINE OF INTERSTATE 10 A DISTANCE OF 166.21 FT TO SAID E LINE OF US HWY #129 S 31 DEG W ALONG SAID E LINE OF US HWY #129 A DISTANCE OF 257.91 FT TO THE POB SAID LAND LYING IN THE W1/2 OF NW1/4 OF SECTION 7-2-14 AND THE E1/2 OF NE1/4 & COM AT THE SE COR OF NE1/4 OF SE1/4 THENCE ALONG THE EASTERLY LINE OF SAID SECTION 12 N 01 DEG 24'02" W 1992.73 FT TO POB DEPARTING THE SAID E LINE OF SECTION 12, S 30 DEG 23'55" W 57.13 FT THENCE ALONG SAID EASTERLY BOUNDARY N 00 DEG 53'02" W 73.25 FT THENCE S 89 DEG 18'10" E 49.14 FT THENCE ALONG SAID N WESTERLY BOUNDARY S 39 DEG 15'36" W 30.18 FT TO POB ORB 2420 P 193-95 WD YR 2023 RB 2420 P 196-99 QCD YR 2023 [<<<less](#)