



# Jefferson County Board of County Commissioners

Thursday, October 21, 2021 at 6:00 pm

## REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

1. 6 PM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
3. CONSENT AGENDA

- a. General Fund Vouchers

**Attachments:**

- **GF Vouchers** (List\_of\_Vouchers\_10.01.21.pdf)
- **GF Vouchers** (GF\_List\_of\_Vouchers\_10.21.21.pdf)

4. GENERAL BUSINESS

- a. 10/7/2021 Voucher Discussion

Florida Rural Water Expenditure

Clerk's Office Sponsorship Check

**Attachments:**

- **Check** (Capture.PNG)
- **FRWS Agreement** (JeffersonCo\_Monticello\_ForceMainFeasibility\_Offer\_Signed.pdf)
- **FRWS Contract** (JeffersonCo\_Monticello\_ForceMainFeasibility\_Offer\_Signed2.pdf)
- **Feasibility Study** (Presentation\_Monticello\_FM\_Feasibility\_Study.pptx)

- b. Aucilla Shores Roads Discussion: Comm. Tuten

- c. Small Scale Comprehensive Plan Map Change Request: S. Metty/ S. Shirley

**Attachments:**

- **Application** (BaranPacket-09012014021320.pdf)
- **BOCC Memo** (BOCCMemo-11102014044455.pdf)
- **Baran** (Ordinance\_Form\_Baran\_SS\_Revised\_Effective\_Date\_10-14-2021.docx)

- d. Comprehensive Plan Language Addition: S. Shirley

Private Property Rights

**Attachments:**

- **Private Property Rights** (PPR\_CP\_Element\_-\_Draft\_SS\_-8-4-2021.docx)

**e. CRTPA-Interlocal Agreement: P. Barwick****Attachments:**

- **Interlocal Agreement** (CRTPA\_Jefferson\_Transmittal\_Let\_ATT\_10-11-2021\_Amend\_ILA.pdf)

**f. Consulting Service Agreement for Rock Mine: S. Shirley****Attachments:**

- **Agreement** (2021\_LHC\_Letter\_of\_Engagement\_Goose\_Pasture\_Limestone\_Mine\_-\_Final\_Rev\_15\_Oct.pdf)

**g. Legislative Priorities List Discussion****5. Citizens Request & Input on Non-Agenda Items**

(3 Minute Limit Please)

**6. CLERK OF COURTS****7. COUNTY COORDINATOR**

Information Reports

**8. COUNTY ATTORNEY****9. COUNTY COMMISSIONER DISCUSSION ITEMS****10. ADJOURN**

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he 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.

## **PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE**

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

## **SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?**

If you want to address the Commission about an issue that's not on the agenda, notice there are two places to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

The second place is near the end of the meeting after the Commission has finished the general business part of its agenda. Again, each speaker is allotted up to 3 minutes. The Commission may enter into discussion of items brought to its attention during this segment of the meeting.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

## **THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL**

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at [jeffersoncountyfl.gov](http://jeffersoncountyfl.gov)) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: *Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.*

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Contact: Parrish Barwick, County Coordinator ([pbarwick@jeffersoncountyfl.gov](mailto:pbarwick@jeffersoncountyfl.gov) 850-342-0287) |  
Agenda published on 10/15/2021 at 4:32 PM

REPORT DATE 10/01/2021  
SYSTEM DATE 10/01/2021  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 1  
TIME 08:48:42  
USER KNEWBERRY

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001		G/L CASH ACCOUNT-011010000		CASH-CHECKING-GEN. FUND				
Archbold Employee Assist	10/01/2021	-	3462	09/21/2021	VR 01100121-024	#1080 Yearly EAP Services	3300.00	.00
CHECK TO VENDOR==>VENDOR ARCHEMPL Archbold Employee Assist TOTALS							3300.00	.00
Avenu Insights & Analyti	10/01/2021	-	029004	09/17/2021	VR 01100121-025	#C100468 Yearly Maintenanc	15136.11	.00
CHECK TO VENDOR==>VENDOR AVENU Avenu Insights & Analytic TOTALS							15136.11	.00
Dollywood Foundation	10/01/2021	-	10212623	10/01/2021	VR 01100121-029	FLJEFFERSON Books	80.69	.00
CHECK TO VENDOR==>VENDOR DOLLYWOO Dollywood Foundation TOTALS							80.69	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-011	State Attorney	645.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-012	Public Defender	393.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-013	Courthouse	1195.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-014	Property Appraiser	913.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-015	Tax Collector	752.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-016	Probation Office	93.33	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-017	Annex	563.30	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-018	Public Restrooms	193.50	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-019	Health Dept	1725.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-020	Planning	200.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-021	Building	200.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-022	Library	875.00	.00
Ricardo Fadell	10/01/2021	-	211001JB	10/01/2021	VR 01100121-023	Annex Doors & Benches	125.00	.00
CHECK TO VENDOR==>VENDOR FADELLRI Ricardo Fadell TOTALS							7873.13	.00
FDACS	10/01/2021	-	F67015	09/01/2021	VR 01100121-032	21-22 Fire Ctrl Assessmen	21296.52	.00
FDACS	10/01/2021	-	F67015	09/01/2021	VR 01100121-033	21-22 Forester Assessment	3000.00	.00
CHECK TO VENDOR==>VENDOR FDACSFOR FDACS TOTALS							24296.52	.00
Jeff.Co.Health Departmen	10/01/2021	-	5544881	10/01/2021	VR 01100121-027	#33-BID-5544881	330.00	.00
CHECK TO VENDOR==>VENDOR HEALTH Jeff.Co.Health Department TOTALS							330.00	.00
Jefferson Co. School Bd.	10/01/2021	-	20212022	10/01/2021	VR 14100121-031	Yearly Rent	24000.00	.00
CHECK TO VENDOR==>VENDOR JEFFCOSC Jefferson Co. School Bd. TOTALS							24000.00	.00
Leon Co.BOCC-OfcMgmtBdgt	10/01/2021	-	21-22-22	10/01/2021	VR 01100121-010	2021-2022 GuardianAdLitem	5484.00	.00

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CHECK TO VENDOR==>VENDOR LEONCOBD Leon Co.BOCC-OfcMgmtBdgt						TOTALS	5484.00	.00
Main Street Monticello	10/01/2021	-	20212022	10/01/2021	VR 01100121-026	Yearly Budget	4000.00	.00
CHECK TO VENDOR==>VENDOR MAINSTR Main Street Monticello						TOTALS	4000.00	.00
Overdrive, Inc.	10/01/2021	-	H0078105	10/01/2021	VR 01100121-028	Cust#3870-0003	2000.00	.00
CHECK TO VENDOR==>VENDOR OVERDRIV Overdrive, Inc.						TOTALS	2000.00	.00
Preferred Gov't Ins.Trus	10/01/2021	-	63470	10/01/2021	VR 01100121-009	JeffCnty Workers Comp	36999.25	.00
CHECK TO VENDOR==>VENDOR PREFGOVT Preferred Gov't Ins.Trust						TOTALS	36999.25	.00
Public Risk Ins. Agency	10/01/2021	-	76309	10/01/2021	VR 01100121-008	#1370 Cancer Policy	2695.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-001	#1370 Business Auto	27921.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-002	#1370 General Liability	21371.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-003	#1370 Crime	500.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-004	#1370 Privacy&NetworkLiab	1950.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-005	#1370 Inland Marine	9906.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-006	#1370 Public Officials	26663.00	.00
Public Risk Ins. Agency	10/01/2021	-	76329	10/01/2021	VR 01100121-007	#1370 CommercialProperty	63988.00	.00
CHECK TO VENDOR==>VENDOR PUBLICR Public Risk Ins. Agency						TOTALS	154994.00	.00
Replay Systems, Inc.	10/01/2021	-	129962	10/01/2021	VR 23100121-030	21-22 Yearly Agreement	5795.00	.00
CHECK TO VENDOR==>VENDOR REPLAYSY Replay Systems, Inc.						TOTALS	5795.00	.00
CASH ACCOUNT # 011010000						TOTALS	284288.70	.00
BANK ACCOUNT # 0101001611						TOTALS	284288.70	.00
FINAL REPORT TOTALS							284288.70	.00

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CASH CODE-01001	G/L	CASH ACCOUNT-011010000				CASH-CHECKING-GEN.	FUND		
ABC Maintenance Services	10/21/2021	-	03200	10/08/2021	VR	01102121-015	Extension-Trane Condenser	1500.00	.00
CHECK TO VENDOR==>VENDOR ABCMAINT ABC Maintenance Services						TOTALS		1500.00	.00
Advanced Business System	10/21/2021	-	387278	10/04/2021	VR	01102121-007	#73178,73195,73196	359.18	.00
Advanced Business System	10/21/2021	-	387332	10/04/2021	VR	19102121-013	Mtr#72566	15.92	.00
Advanced Business System	10/21/2021	-	387332	10/04/2021	VR	28102121-014	Mtr#72566	15.93	.00
CHECK TO VENDOR==>VENDOR ADVBUSIN Advanced Business Systems						TOTALS		391.03	.00
Cameron Allen	09/30/2021	-	09172101	10/12/2021	VR	28093021-337	Football Game Coverage	90.00	.00
CHECK TO VENDOR==>VENDOR ALLENCAM Cameron Allen						TOTALS		90.00	.00
Tommy Arthur	09/30/2021	-	09142101	10/12/2021	VR	28093021-330	Football Game Coverage	180.00	.00
CHECK TO VENDOR==>VENDOR ARTHURTO Tommy Arthur						TOTALS		180.00	.00
Aucilla Area Solid Waste	09/30/2021	-	09302101	09/30/2021	VR	22093021-318	Tipping Fees	35150.80	.00
CHECK TO VENDOR==>VENDOR AUCILLAA Aucilla Area Solid Waste						TOTALS		35150.80	.00
Aaron Baker	09/30/2021	-	09302101	10/12/2021	VR	28093021-336	Football Game Coverage	90.00	.00
Aaron Baker	10/21/2021	-	10082101	10/12/2021	VR	28102121-033	ACA Football	90.00	.00
CHECK TO VENDOR==>VENDOR BAKERA Aaron Baker						TOTALS		180.00	.00
BancorpSouth	10/21/2021	-	701735	10/03/2021	VR	22102121-012	#002-0070780-004	3499.91	.00
CHECK TO VENDOR==>VENDOR BANCORPS BancorpSouth						TOTALS		3499.91	.00
Chase Barineau	09/30/2021	-	09142101	10/12/2021	VR	28093021-329	Football Game Coverage	90.00	.00
CHECK TO VENDOR==>VENDOR BARINECH Chase Barineau						TOTALS		90.00	.00
Big Bend Tire	09/30/2021	-	38081	09/08/2021	VR	22093021-320	SolidWaste-Tire Repair	95.00	.00
Big Bend Tire	09/30/2021	-	38191	09/14/2021	VR	22093021-321	SolidWaste-Battery,Starte	778.87	.00
Big Bend Tire	09/30/2021	-	38378	09/23/2021	VR	22093021-322	SolidWaste-TireRepair	161.50	.00
Big Bend Tire	09/30/2021	-	38396	09/23/2021	VR	22093021-323	SolidWaste-Dsmnt/Mnt	62.50	.00
Big Bend Tire	09/30/2021	-	38469	09/28/2021	VR	22093021-324	SolidWaste-FrontBrakePads	264.72	.00
CHECK TO VENDOR==>VENDOR BIGBENTI Big Bend Tire						TOTALS		1362.59	.00
Big Bend-Eubanks Termite	10/21/2021	-	239352	10/06/2021	VR	01102121-005	#10437 Quarterly Pest Ctr	150.00	.00
Big Bend-Eubanks Termite	10/21/2021	-	239359	10/06/2021	VR	01102121-004	#8522 Monthly Pest Ctrl	400.00	.00

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			CHECK TO VENDOR==>VENDOR					
			BIGBTERM			Big Bend-Eubanks Termite	TOTALS	550.00 .00
Lance Blomeley	09/30/2021	-	09302101	10/12/2021	VR 28093021-334	Football Game Coverage	90.00	.00
			CHECK TO VENDOR==>VENDOR			BLOMELEY Lance Blomeley	TOTALS	90.00 .00
BoundTree Medical, LLC	10/21/2021	-	64346034	10/07/2021	VR 28102121-030	#150816 Medical Supplies	158.88	.00
			CHECK TO VENDOR==>VENDOR			BOUNDTRE BoundTree Medical, LLC	TOTALS	158.88 .00
Nicholas Buzbee	09/30/2021	-	09242101	10/12/2021	VR 28093021-333	Football Game Coverage	90.00	.00
			CHECK TO VENDOR==>VENDOR			BUZBEENI Nicholas Buzbee	TOTALS	90.00 .00
CenturyLink	10/21/2021	-	09821021	10/01/2021	VR 01102121-035	Act#311120982	60.00	.00
CenturyLink	10/21/2021	-	64951021	10/02/2021	VR 22102121-025	Act#461036495	215.86	.00
			CHECK TO VENDOR==>VENDOR			CENTLINK CenturyLink	TOTALS	275.86 .00
CITY OF MONTICELLO	09/30/2021	-	09302101	09/30/2021	VR 01093021-305	July-Sept Animal Ctrl	511.25	.00
			CHECK TO VENDOR==>VENDOR			CITY CITY OF MONTICELLO	TOTALS	511.25 .00
Kyle Collins	09/30/2021	-	09162101	10/12/2021	VR 28093021-332	Football Game Coverage	90.00	.00
			CHECK TO VENDOR==>VENDOR			COLLINSK Kyle Collins	TOTALS	90.00 .00
CurtisMorganGarageInc	10/21/2021	-	16049	10/07/2021	VR 28102121-028	FireRescue-TransFld,Senso	380.00	.00
CurtisMorganGarageInc	10/21/2021	-	16049	10/07/2021	VR 28102121-029	FireRescue-TransFld,Senso	144.36	.00
			CHECK TO VENDOR==>VENDOR			CURTISMO CurtisMorganGarageInc	TOTALS	524.36 .00
Davis Safe & Lock, Inc.	09/30/2021	-	227426	10/08/2021	VR 01093021-307	ReKey 2 Doors	240.00	.00
			CHECK TO VENDOR==>VENDOR			DAVISSAF Davis Safe & Lock, Inc.	TOTALS	240.00 .00
Duke Energy	09/30/2021	-	22830921	10/01/2021	VR 19093021-326	Act#6872002283	10.75	.00
Duke Energy	09/30/2021	-	22830921	10/01/2021	VR 28093021-327	Act#6872002283	10.76	.00
Duke Energy	09/30/2021	-	35520921	10/01/2021	VR 01093021-308	Act#0392903552	279.91	.00
Duke Energy	09/30/2021	-	82110921	10/01/2021	VR 01093021-309	Act#1554238211	21.09	.00
			CHECK TO VENDOR==>VENDOR			DUKE Duke Energy	TOTALS	322.51 .00
EMS Management & Consult	09/30/2021	-	043999	09/30/2021	VR 28093021-328	Cust#0433	4079.27	.00
			CHECK TO VENDOR==>VENDOR			EMSMC EMS Management & Consult	TOTALS	4079.27 .00
Ryan Flynt	09/30/2021	-	09302101	10/12/2021	VR 28093021-335	Football Game Coverage	90.00	.00
Ryan Flynt	10/21/2021	-	10082101	10/12/2021	VR 28102121-032	ACA Football	90.00	.00



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FILES ID	B							USER	KNEWBERRY
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY PE	VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
			CHECK TO VENDOR==>VENDOR FLYNTRYA Ryan Flynt				TOTALS	180.00	.00
GOVERNMENTSERVICES GROUP	09/30/2021	-	1752	09/30/2021	VR	18093021-310	Consulting	3412.50	.00
			CHECK TO VENDOR==>VENDOR GOVSERVG GOVERNMENTSERVICES GROUPI				TOTALS	3412.50	.00
Gramling's Electric	10/21/2021	-	10072101	10/07/2021	VR	01102121-006	Repairs @ Horse Arena Bld	150.00	.00
			CHECK TO VENDOR==>VENDOR GRAMLING Gramling's Electric				TOTALS	150.00	.00
Grubbs Petroleum, Inc*	09/30/2021	-	106186	09/30/2021	VR	22093021-317	SolidWaste-DumpspterPatrol	738.26	.00
Grubbs Petroleum, Inc*	09/30/2021	-	195973	09/07/2021	VR	22093021-314	Solid Waste Fuel	72.09	.00
Grubbs Petroleum, Inc*	09/30/2021	-	195975	09/07/2021	VR	22093021-315	Solid Waste Fuel	126.40	.00
Grubbs Petroleum, Inc*	09/30/2021	-	195976	09/07/2021	VR	22093021-316	Solid Waste Fuel	82.96	.00
			CHECK TO VENDOR==>VENDOR GRUBBSPE Grubbs Petroleum, Inc*				TOTALS	1019.71	.00
Jeff.Co.Health Departmen	10/21/2021	-	FY22QTR1	10/01/2021	VR	01102121-011	FY22 Oct-Dec	10250.00	.00
			CHECK TO VENDOR==>VENDOR HEALTH Jeff.Co.Health Department				TOTALS	10250.00	.00
HiTouch Business Service	10/21/2021	-	73412684	10/11/2021	VR	01102121-036	#391454 Tissues	15.01	.00
			CHECK TO VENDOR==>VENDOR HITOUCH HiTouch Business Services				TOTALS	15.01	.00
Ingram Library Services	10/21/2021	-	55143460	10/03/2021	VR	01102121-039	#2005054	49.68	.00
Ingram Library Services	10/21/2021	-	55143461	10/03/2021	VR	01102121-040	#2005054	50.44	.00
Ingram Library Services	10/21/2021	-	55143462	10/03/2021	VR	01102121-041	#2005054	104.49	.00
Ingram Library Services	10/21/2021	-	55242101	10/08/2021	VR	01102121-042	#2005054	326.03	.00
Ingram Library Services	10/21/2021	-	55242102	10/08/2021	VR	01102121-043	#2005054	91.71	.00
Ingram Library Services	10/21/2021	-	55242103	10/08/2021	VR	01102121-044	#2005054	283.39	.00
			CHECK TO VENDOR==>VENDOR INGRAM Ingram Library Services				TOTALS	905.74	.00
iWorQ	10/21/2021	-	196287	10/01/2021	VR	01102121-009	#2230 CommDevelopPackage	2000.00	.00
iWorQ	10/21/2021	-	196287	10/01/2021	VR	01102121-010	#2230 CommDevelopPackage	2000.00	.00
			CHECK TO VENDOR==>VENDOR IWORQ iWorQ				TOTALS	4000.00	.00
Jefferson Community Wate	09/30/2021	-	20000921	09/30/2021	VR	01093021-319	Act#0212000	38.50	.00
			CHECK TO VENDOR==>VENDOR JEFFCOMM Jefferson Community Water				TOTALS	38.50	.00
Senior Citizens Center	10/21/2021	-	10042101	10/04/2021	VR	01102121-001	2021-2022 Funding	25000.00	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
			CHECK TO VENDOR==>VENDOR	JEFFSENC	Senior Citizens Center	TOTALS	25000.00		.00
Ketchum, Wood & Burgert	09/30/2021	-	9-3488	10/05/2021	VR 01093021-304	Aug&Sept Medical Fees	7536.00		.00
			CHECK TO VENDOR==>VENDOR	KETCHUMW	Ketchum, Wood & Burgert	TOTALS	7536.00		.00
LANCE MAXWELLL PLUMBING,	10/21/2021	-	139082	10/06/2021	VR 01102121-018	Irrigation Repairs	627.00		.00
			CHECK TO VENDOR==>VENDOR	MAXWELLL	LANCE MAXWELLL PLUMBING,I	TOTALS	627.00		.00
Mobile Communications	10/21/2021	-	00005585	10/07/2021	VR 28102121-031	#11102 Antenna Install/Re	448.45		.00
			CHECK TO VENDOR==>VENDOR	MOBILECO	Mobile Communications	TOTALS	448.45		.00
Panhandle Library	10/21/2021	-	PALC-072	07/12/2021	VR 01102121-038	Worldshare ILL Annual Sub	1006.56		.00
Panhandle Library	10/21/2021	-	PALC-094	10/01/2021	VR 01102121-037	2021-2022 CatExpressSubsc	3350.00		.00
			CHECK TO VENDOR==>VENDOR	PANHANLI	Panhandle Library	TOTALS	4356.56		.00
PARKWAY WRECKER SERVICE	09/30/2021	-	487573	09/07/2021	VR 22093021-325	Solid Waste	440.00		.00
			CHECK TO VENDOR==>VENDOR	PARKWAYW	PARKWAY WRECKER SERVICE I	TOTALS	440.00		.00
Potty Man Portables	10/21/2021	-	100194	10/11/2021	VR 01102121-008	Library-Hand Washing Stat	125.00		.00
			CHECK TO VENDOR==>VENDOR	POTTYMAN	Potty Man Portables	TOTALS	125.00		.00
Pro Chem, Inc.	10/21/2021	-	106289	10/01/2021	VR 19102121-026	FireRescue: Wash-N-Wax	86.18		.00
Pro Chem, Inc.	10/21/2021	-	106289	10/01/2021	VR 28102121-027	FireRescue: Wash-N-Wax	86.17		.00
			CHECK TO VENDOR==>VENDOR	PRO-CHEM	Pro Chem, Inc.	TOTALS	172.35		.00
Quadient Finance USA,Inc	09/30/2021	-	09202101	09/20/2021	VR 01093021-301	#7900011002479908	250.00		.00
			CHECK TO VENDOR==>VENDOR	QUADIENT	Quadient Finance USA,Inc.	TOTALS	250.00		.00
Restoration Assistance	09/30/2021	-	I-202110	10/06/2021	VR 22093021-311	Site Inspection 09/21	2250.00		.00
			CHECK TO VENDOR==>VENDOR	RESTORAT	Restoration Assistance	TOTALS	2250.00		.00
Right Way Welding & Fabr	09/30/2021	-	2468	09/30/2021	VR 22093021-312	Repair Dumpsters	4426.15		.00
Right Way Welding & Fabr	09/30/2021	-	2474	09/30/2021	VR 22093021-313	Repair Dumpsters	5871.35		.00
			CHECK TO VENDOR==>VENDOR	RIGHTWEL	Right Way Welding & Fabri	TOTALS	10297.50		.00

REPORT DATE	10/14/2021	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS						PAGE	5
SYSTEM DATE	10/14/2021	LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER						TIME	08:14:52
FILES ID	B							USER	KNEWBERRY
VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT	
Secure Records Solutions	10/21/2021	-	0142562	10/08/2021	VR 01102121-002	#1258 Document Destruction	80.00	.00	
CHECK TO VENDOR==>VENDOR SECURERE Secure Records Solutions TOTALS							80.00	.00	
Trenton Skiver	09/30/2021	-	09242101	10/12/2021	VR 28093021-331	Football Game Coverage	180.00	.00	
CHECK TO VENDOR==>VENDOR SKIVERT Trenton Skiver TOTALS							180.00	.00	
Sonitrol of Tallahassee	09/30/2021	-	400226	08/30/2021	VR 01093021-302	#R1M602878 Prop Appr	59.00	.00	
Sonitrol of Tallahassee	09/30/2021	-	400337	09/01/2021	VR 01093021-298	#R1M603291 St Atty Instal	2652.75	.00	
Sonitrol of Tallahassee	09/30/2021	-	400893	09/13/2021	VR 01093021-299	#R1M603291 AccessCtrlMain	70.00	.00	
Sonitrol of Tallahassee	09/30/2021	-	400982	09/13/2021	VR 01093021-300	#R1M603291 InstallSystem	2652.75	.00	
Sonitrol of Tallahassee	09/30/2021	-	401847	09/25/2021	VR 01093021-303	#R1M602878 Prop Appr	574.98	.00	
Sonitrol of Tallahassee	10/21/2021	-	401886	09/25/2021	VR 01102121-034	#R1M603291 St Atty 10/21	100.00	.00	
CHECK TO VENDOR==>VENDOR SONITROL Sonitrol of Tallahassee TOTALS							6109.48	.00	
South Georgia Clinic	09/30/2021	-	1942465	10/05/2021	VR 01093021-306	Sept Spay/Neuter	100.00	.00	
CHECK TO VENDOR==>VENDOR SOUTHGAC South Georgia Clinic TOTALS							100.00	.00	
Toshiba Financial Servic	10/21/2021	-	30198692	10/01/2021	VR 01102121-016	#014-1321378-000	35.00	.00	
Toshiba Financial Servic	10/21/2021	-	30198692	10/01/2021	VR 01102121-017	#014-1321378-000	145.00	.00	
CHECK TO VENDOR==>VENDOR TOSHIBA2 Toshiba Financial Service TOTALS							180.00	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 01102121-019	#003-1689390-000	692.20	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 01102121-020	#003-1689390-000	19.00	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 01102121-021	#003-1689390-000	357.10	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 01102121-022	#003-1689390-000	337.60	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 01102121-023	#003-1689390-000	49.00	.00	
Toshiba Financial Servic	10/21/2021	-	30252808	10/08/2021	VR 22102121-024	#003-1689390-000	118.00	.00	
CHECK TO VENDOR==>VENDOR TOSHIBA5 Toshiba Financial Service TOTALS							1572.90	.00	
UniFirst Corporation	10/21/2021	-	0242010	10/07/2021	VR 01102121-003	Cust#1311916	213.35	.00	
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CASH ACCOUNT # 011010000						TOTALS	129286.51	.00	
BANK ACCOUNT # 0101001611						TOTALS	129286.51	.00	
FINAL REPORT TOTALS							129286.51	.00	

REPORT DATE 10/14/2021  
SYSTEM DATE 10/14/2021  
FILES ID B

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER

PAGE 6  
TIME 08:14:52  
USER KNEWBERRY

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

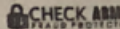
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VENDOR  
VOUCHER TO 99999999  
CASH CODE 01001

INCLUDE DORMANT CREDIT MEMOS?...: Y

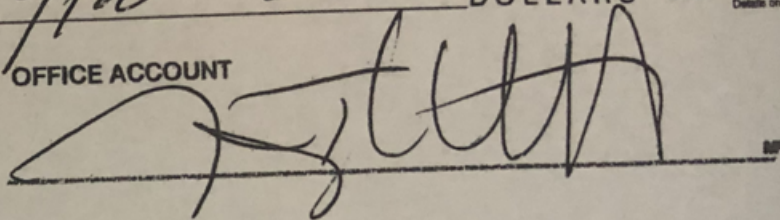
END OF REPORT

8940

**KIRK B REAMS**  
**CLERK OF THE CIRCUIT COURT**  
1 COURTHOUSE CIRCLE  
JEFFERSON COUNTY, FL 32344

63-68/631  
008DATE 9/3/2021PAY TO THE ORDER OF Jefferson County Republican Party \$ 5,000.00Five Thousand Dollars + 00/100 DOLLARS

OFFICE ACCOUNT

FOR Sponsorship

# FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813  
(850) 668-2746

## BOARD of DIRECTORS

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Rotonda West

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DIRECTOR

GARY WILLIAMS  
Tallahassee



EMAIL  
[frwa@frwa.net](mailto:frwa@frwa.net)

WEBSITE  
[www.frwa.net](http://www.frwa.net)

September 8, 2021

Mr. Kirk Reams, Clerk of Court  
Jefferson County  
1 Courthouse Cir., Rm. 10  
Monticello, Florida 32344  
Office: (850) 342-0218 ext. 232  
Email: [kreams@jeffersonclerk.com](mailto:kreams@jeffersonclerk.com)

**Re: Feasibility Study WW Force Main from Lloyd to the City of Monticello WWTP  
Jefferson County and City of Monticello, Fac. ID: FL0027839**

Dear Mr. Reams:

Thank you for requesting Florida Rural Water Association assistance. We understand that you need assistance with Feasibility Study WW Force Main from Lloyd to the City of Monticello WWTP. We are working with Municipal Engineering Services for this project.

**Scope of Work.** FRWA and Municipal Engineering Services will prepare a Feasibility Study for Jefferson County and the City of Monticello which will address the following items:

1. Utilize Opinion of Probable Construction Cost as provided by the Jefferson County. The partially completed Route Study will also be considered as part of the Feasibility Study.
2. Detailed Opinion of Probable Annual Operation & Maintenance Costs for a 20-year period.
3. Detailed Opinion of Pre-Treatment efforts in the upstream force main.
4. Detailed Opinion of Capacity of the proposed system over time, improvements required to increase capacity, and limited discussion of potential connections to the system.

The project consists of the construction of a master lift station at the intersection of 1-10 and State Road 59 as well as approximately 12 miles of 10-in sewer force main along Old Lloyd Road that would tie-in to the City of Monticello's existing sewer system. The area surrounding the 1-10 and SR 59 interchange is currently served by an aging package plant. The proposed transmission force main would provide a connection point for future residential neighborhoods and several existing commercial properties directly along the route.

The purpose of the Feasibility Study will be to provide a third-party opinion of the ~~construction and~~ maintenance costs of the force main and any potential operational issues. **The Opinion of Probable Construction Cost and the partially completed Route Study provided by the Jefferson County shall be referenced as part of the Feasibility Study.** This effort shall include developing the report as well as a site visit to drive the route and become familiar with the scope of work to better develop a cost estimate.

In addition to ~~an updated cost estimate~~ **Jefferson County's Opinion of Probable Construction Cost**, we will also provide discussion regarding potential operational and maintenance impacts that the force main may have. It is our understanding that the **Jefferson County and/or the City of Monticello** will implement pretreatment methods at the upstream master lift station in order to provide relief to the plant from influent sewer which has turned septic.

We can begin work immediately and can have the Feasibility Study completed by Tuesday, September 21, 2021 for a presentation on Thursday September 23, 2021.

As a FRWA Membership benefit we ask that you provide a \$8,750 contribution to FRWA in aid of engineering assistance. We ask for 50% upfront, remainder to be invoiced as work progresses. *Consultants often charge anywhere from \$25,000 to \$50,000 for this type of assistance.*

**OPTIONS FOR YOUR PROJECT:** As we described, you have several options to obtain the required engineering assistance you need for your system:

1. You can always hire a consulting firm to do the work for you!
  - If you need immediate assistance or cannot wait for FRWA Engineers to get to your project.
2. You can ask FRWA to assist you as a membership benefit:
  - Make a **\$8,750 contribution** to support FRWA's Engineering Program.
    - Please send 50% upfront, and
    - the remainder will be invoiced *as work progresses*
  - You must **commit to collecting the data listed above**
  - You must be a **FRWA Member** and commit to long-term membership
  - We ask that you **be patient** – we have lots of work and few engineers
  - ~~You agree to hold FRWA harmless for our assistance efforts~~ (does not apply to cities, counties, and governmental entities)

Please sign the FRWA Specific Assistance Agreement attached and return it to us for our files.

Sincerely,

Sterling L. Carroll, P.E.  
FRWA State Engineer

Copy: Julie Connell, City of Monticello Mayor  
Steve Wingate, City of Monticello Manager  
Dale Long, Phil Phillips, Cory Snyder, Municipal Engineering Services  
Scott Phillips, Gary Williams, Peyton Piotrowski, FRWA

---

*Please review sign and return the agreement below:*

## **FRWA Engineering Assistance Agreement**

**City of Monticello** (hereafter referred to as -inFRWA Member-in) requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with **Feasibility Study WW Force Main from Lloyd to the City of Monticello WWTP**.

~~This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents, employees, and consultants harmless for any loss, damage, expense, cost, or legal liability.~~ **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$8,750 contribution to support FRWA's Engineering Program.**

**Please send 50% upfront and the remainder to be invoiced *as work progresses*. Once we have the signed agreement we will send an invoice with a link to pay the 50% contribution on-line (or you can mail a check for that amount).**

When work is complete, FRWA will send a Final Report along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Final Deliverable to you.

The FRWA Member acknowledges that FRWA is non-profit membership association dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water.

Further the FRWA Member agrees to commit to gather the data, maps, and information about its own system; and recognizes the backlog of work and is willing to be patient until FRWA can get to its project; and appreciates this membership service.

The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers' availability – FRWA would be happy to provide a refund.

FRWA Member: City of Monticello

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

***Please RSVP ASP!*** Because FRWA engineering services are in high demand we ask for your response to this offer quickly.

*If you need more time for your decision-making process just let us know!*

*We understand if you choose to proceed in another way and support you in that decision. We're always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.*



---

*Please review sign and return the agreement below:*

### **FRWA Engineering Assistance Agreement**

**City of Monticello** (hereafter referred to as "FRWA Member") requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with **Feasibility Study WW Force Main from Lloyd to Monticello**.

~~This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents, employees, and consultants harmless for any loss, damage, expense, cost, or legal liability.~~ **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$10,000 contribution to support FRWA's Engineering Program.**

**Please send 50% upfront and the remainder to be invoiced *as work progresses*.** *Once we have the signed agreement we will send an invoice with a link to pay the 50% contribution on-line (or you can mail a check for that amount).*

When work is complete, FRWA will send a Final Report along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Final Deliverable to you.

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The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers' availability – FRWA would be happy to provide a refund.

FRWA Member: City of Monticello

Signature: \_\_\_\_\_

*Julie S. Conley*

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

*9-10-21*

***Please RSVP ASAP!*** *Because FRWA engineering services are in high demand we ask for your response to this offer quickly.*

***If you need more time for your decision-making process just let us know!***

*We understand if you choose to proceed in another way and support you in that decision. We're always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.*

# CITY OF MONTICELLO TRANSMISSION FORCE MAIN FEASIBILITY STUDY

**CREATED BY:** MUNICIPAL ENGINEERING SERVICES INC.

**IN ASSOCIATION WITH:** FLORIDA RURAL WATER ASSOCIATION

**PRESENTED BY:** CORY M. SNYDER, P.E., MEng.



**MUNICIPAL**  
ENGINEERING SERVICES INC



## BACKGROUND

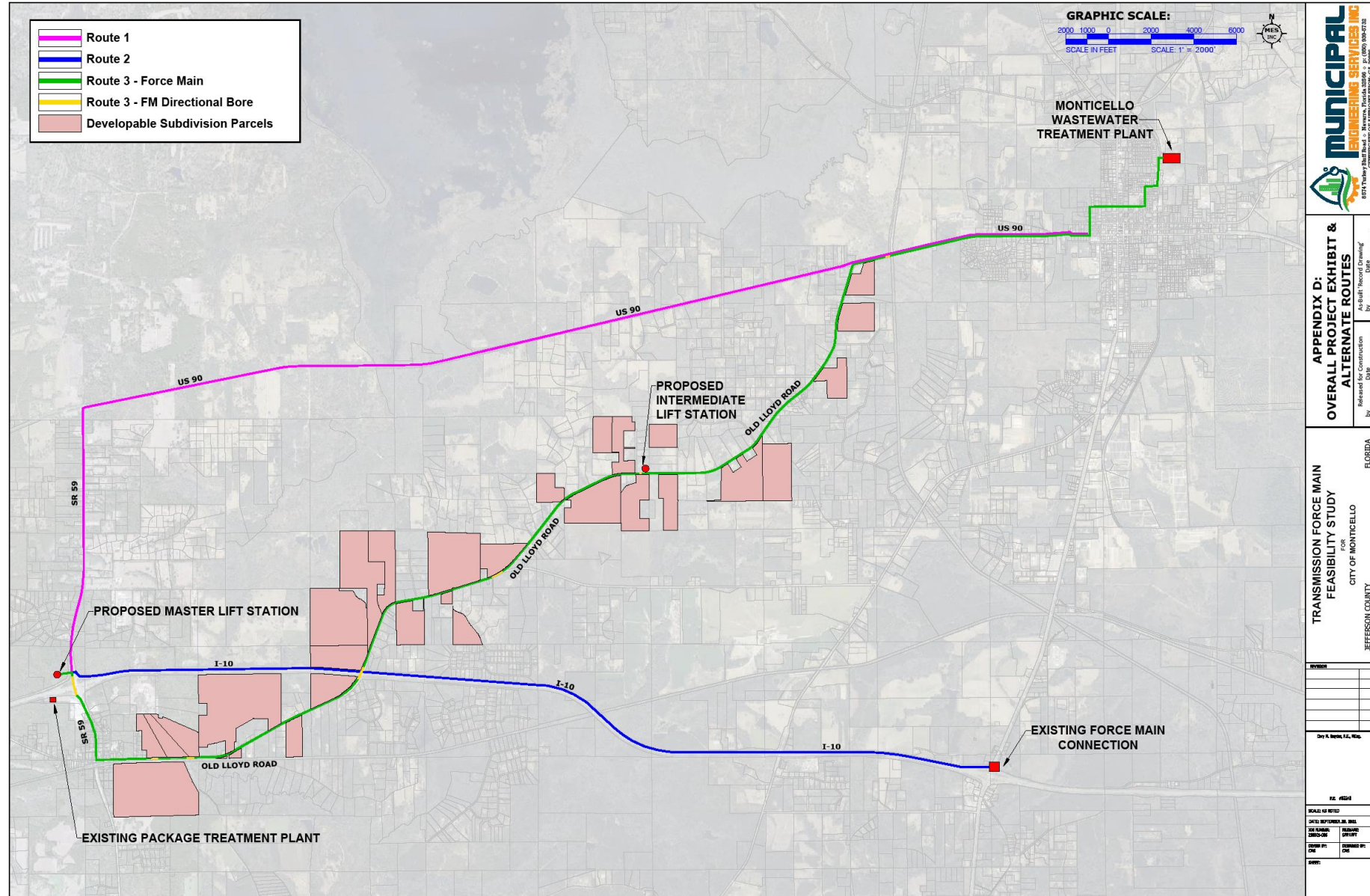
- Municipal was contracted by Florida Rural Water Association to provide an independent engineering opinion on the feasibility of constructing a new transmission force main between Monticello and Lloyd, Florida.
- Study is being completed for the City of Monticello as they are in the process of applying for a grant from the Department of Economic Opportunity (DEO) to cover the capital costs of constructing the force main.
- Municipal was provided with a 50% draft of a route study, cost estimate, and the DEO application.

## EXISTING DOCUMENTS & FINDINGS

- Municipal performed a site visit of the route and reviewed documents provided.
- The provided route study considered three different routes. Municipal concurs that the optimal route was chosen, which is Old Lloyd Road.
- Municipal reviewed the existing route study and cost estimate and has these findings:
  - Study needs to include addition of pigging pits and pigging program.
  - Study should include pretreatment considerations.
  - Prices for pipe and lift stations should be updated.



# MONTICELLO FORCE MAIN FEASIBILITY STUDY



## ANNUAL O&M COSTS

- Municipal developed annual operation and maintenance costs for the maintenance of the force main and lift stations.
- Annual O&M Costs: \$46,817
- Present Value of O&M Costs: \$620,194
- Includes personnel, electrical, pretreatment, pigging, pump maintenance, ARV maintenance.

Appendix E: Annual Operation & Maintenance Costs - Monticello Transmission Force Main								
Category	Periods	Basis of Estimate	Time Frame Quantity	Unit Cost	Future Value	Annual O&M	A(t,r)	Present Value
Personnel (i.e. Salary, Benefits, Payroll Tax, Insurance, Training, etc.)	20	20 Hours Per Month	240	\$50.00		\$12,000.00	16.4	\$196,217.20
Pretreatment Process Chemical Costs	20	1 Gal Per Month	12 GAL/YR	NA		\$5,000.00	16.4	\$81,757.17
Master LS Electrical Costs (50 hp pump)	20	Pumps Running 4 KiloWatt Hours/Day	Per Year	NA		\$5,000.00	16.4	\$81,757.17
Intermediate LS Electrical Costs (50 hp pump)	20	Pumps Running 4 KiloWatt Hours/Day	Per Year	NA		\$5,000.00	16.4	\$81,757.17
Lift Station Pump Motor Rewind	10	2 Pumps At Year 10	2	\$7,500.00	\$15,000.00	\$1,369.90	9.0	\$12,305.22
Lift Station Pump Replacement	20	2 Pumps Every 10 years	2	\$15,000.00	\$30,000.00	\$1,234.70	16.4	\$20,189.14
Misc Lift Station Maintenance	10	As Needed		NA	\$5,000.00	\$456.63	9.0	\$4,101.74
ARV Repair/Replacement	10	5 Valves Every 10 years	5	\$2,200.00	\$11,000.00	\$1,004.59	9.0	\$9,023.83
ARV Repair/Replacement	20	5 Valves Every 10 years	5	\$2,200.00	\$11,000.00	\$452.72	16.4	\$7,402.68
Force Main Pigging	5	Once Every 5 years	1	\$40,000.00	\$40,000.00	\$7,686.34	4.7	\$36,229.23
Force Main Pigging	10	Once Every 5 years	1	\$40,000.00	\$40,000.00	\$3,653.06	9.0	\$32,813.93
Force Main Pigging	15	Once Every 5 years	1	\$40,000.00	\$40,000.00	\$2,313.02	12.8	\$29,720.59
Force Main Pigging	20	Once Every 5 years	1	\$40,000.00	\$40,000.00	\$1,646.27	16.4	\$26,918.85
TOTALS					ANNUAL	\$46,817.23	PV	\$620,193.93

## PRETREATMENT

- Municipal recommends pretreatment of the wastewater to prevent wastewater from going septic.
- Septic sewage can cause damage to the pipe as well as hinder the operational treatment of the wastewater treatment plant.
- Pretreatment and pigging capital expenses should be added to final route study.
- Pretreatment and pigging will be necessary until the force main has enough contributed flow connected to it that it can achieve scouring velocities on a regular basis.

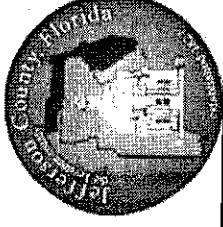
## HYDRAULIC CAPACITY & BUILD OUT

- Municipal completed hydraulic calculations to confirm the 10-inch force main is adequately sized for build out and to determine a minimum pump size.
- Calculations confirm that the 10" force main can handle peak flow at full build out.
- Minimum pump size for both the master lift station and intermediate lift station is 50 horsepower.
- Should note that the flow contribution from total build out would near the capacity of the Monticello WWTP.



## SUMMARY

- Municipal recommends that City consider taking following steps:
  1. Develop a plan to include pigging stations and pigging program.
  2. Develop a plan for pretreatment at the lift stations.
  3. Revise capital cost estimate to update pipe costs, lift station costs, and include construction of pigging stations and pretreatment equipment as capital cost.
  4. Consider that both proposed lift stations will need to be master lift stations.  
Construction of additional lift stations would alleviate head loss along force main.
  5. Evaluate expected timeline for revenue to meet or exceed annual O&M costs.



COMPREHENSIVE PLAN MAP AMENDMENT

(Three copies of this application and all attachments are required)

Applicant/Owner Information:

Owner Name: Alicia H Baran and David M Baran, SR  
Address: PO Box 560045, Rockledge, FL 32956  
Phone: (727) 559-5236 \*Signed letter of consent from owner required

Location of property:

Address: 356 Nash Road, Lamont, FL 32336  
Section: 23 Township: 1N Range: 4E  
Parcel ID Number(s): 23-1N-4E-0000-0063-0000

Size of Property: 1 Acres Current Land Use Map Designation: MU-INT-BUS

Requested Land Use Map Designation: MIXED USE BUS-RES

Provide list of property owners within 500 feet, certified by the Property Appraiser's Office. REQUESTED, PA

Adjacent Land Uses on Future Land Use Map

North MUT-INT-BUS South MU-BUS-RES  
East MUT-INT-BUS West AGRI-05

Attachments:

- ☒ Print of Aerial Photograph (folded to 8 1/2" x 11") ☐ Legal Description  
☒ Copy of Deed to Property ☒ Vicinity Map  
☒ Statement of Purpose, Scope and Justification, including (at a minimum) statements and supporting material on the following:  
☒ Proposed Density and/or Intensity of Use Construction of up to two homes with garages.  
☒ Urban Sprawl N/A  
☒ Traffic Impacts and Traffic Improvements Needed\*\* N/A  
☒ Water and Wastewater System Impacts and Improvements\*\* N/A  
☒ Site Suitability Previous Mobile Home on site - Suitable.  
☒ Stormwater/Drainage Impacts and Improvements\*\* N/A  
☒ Recreation Impacts and Improvements\*\* N/A  
☒ Solid Waste Disposal System Impacts and N/A  
☒ Improvements\*\* Construction of up to two homes with garages.  
☒ Plan Changes Required ZONING CHANGE FROM INTERSTATE EXCHANGE TO MIXED USE.

NOTE: A Consistency Checklist for ALL Comprehensive Plan Elements is required.

\*\*Applicant's findings regarding the proposed change's consistency with applicable sections of chapter 163, Florida Statutes, and Rule 95-5, Florida Administrative Code. Applicant must include description of improvements necessary to accommodate the changes proposed, along with supporting data, analysis and proposed funding sources for the improvements.

Applicant's signature below certifies that the applicant understands that the Future Land Use Map Amendments may require environmental analysis and other permit approvals before development activity can begin. Call the Planning Office at (850) 342-0223 for more information.

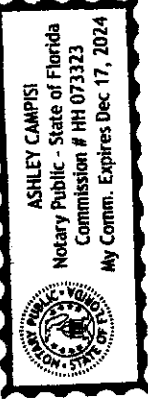
Signatures:

Maria H. Baran 06/28/2021

Owner

Personally Known \_\_\_\_\_ Produced Identification X Type of Identification Produced FIDL  
Sworn to and subscribed before me this 28<sup>th</sup> day of June, 2021. Bc5D008027800

Ashley Campisi  
Signature: Notary Public, State of Florida



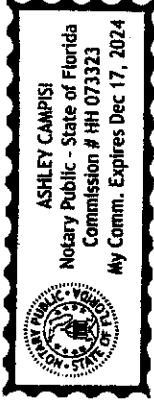
Carl M. Baran 06/28/2021  
Other Owner Authorized Representative Date

Other Owner Authorized Representative

Date

Personally Known \_\_\_\_\_ Produced Identification X Type of Identification Produced FIDL  
Sworn to and subscribed before me this 28<sup>th</sup> day of June, 2021. Bc5D1730010

Ashley Campisi  
Signature: Notary Public, State of Florida



FOR STAFF USE ONLY	
Fee payment (See Fee Schedule) - Attach copy of receipt.	
Date of Application and Payment	

629829

David M. & Alicia H. Baran  
PO Box 560045  
Rockledge, FL 32956  
772-559-5236

June 28, 2021

Jefferson County Planning Department  
Attention: Shannon  
445 W. Palmer Mill Road  
Monticello, FL 32344

Dear Shannon:

We purchased a one-acre lot located at 356 Nash Road, Lamont, FL, in April 2019. Prior to purchase there had been a mobile home on site. We were unaware of a zoning change that prevents us from the addition of a new residence to said property. My mother owns 354 Nash Road, which currently has a mobile home on it.

Our desire is to have a family community located on these two lots. The plan is to have two homes with garages on 356. We would occupy one and my sister the other. In order to follow through with this, rezoning of 356 is required. Thus, we are requesting the zoning for 356, as well as 354, be changed to "Mixed Use". The site is suitable for residential structures. No impact is foreseen for urban sprawl, traffic, water/wastewater, stormwater/drainage, recreation, or solid waste disposal. Improvement desired would be two homes with garages to be placed on 356. The site at 354 would remain as is with exception of replacement of existing mobile home if it should be damaged beyond repair. Funding of said improvements would be from personal savings and/or commercially obtained mortgage.

As noted from above, rezoning of these properties would not have an impact on surrounding properties or infrastructure in general. Our family (Holland, Ritter, Bishop) has multi-generational ties to this community. Our wish is to continue to have a presence here. My mother is on-board with the proposed zoning change for 354 and a separate letter of her request for approval is forthcoming.

Thank you for your consideration of this zoning change. Please contact me should you have any additional questions or require other documentation.

Sincerely,



Alicia H. Baran



DAVID M. BARAN

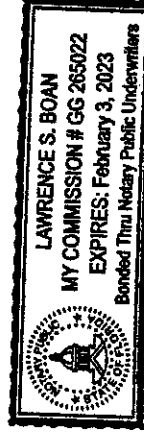
Jefferson County  
Planning Dept  
445 W Palmer Mill Road  
Monticello, FL 32344

July 1, 2021

Attention: Shannon

Please consider this signed statement as evidence that I am requesting the rezoning of my property located at 354 Nash Road, Lamont, FL. My daughter and son-in-law (Alicia and David Baran) are submitting application for zoning change to "mixed use" on their adjoining property (356 Nash Rd) and I desire the same rezoning for 354 Nash Rd.

Donna Holland is personally  
known to me.



Sincerely,

Donna Holland June 29, 2021  
Donna Holland  
6255 53 Street  
Vero Beach, FL 32967

Lawrence S. Boan 06/29/2021  
Lawrence S. Boan

(772) 567-3329

This instrument prepared by: Leslie Wilkinson  
North Florida Abstract & Title, LLC  
710 N. Jefferson St.  
Monticello, FL 32344  
Property Appraisers Parcel Identification (Folio) Number(s): 23-IN-4E-0000-0063-0000  
Doc Stamps: \$ 147.00  
File No.: 2019-96

Inst: 201933000838 Date: 04/08/2019 Time: 3:48PM  
Page 1 of 3 B: 766 P: 537, Kirk Reams, Clerk of Court Jefferson,  
County, By: CG  
Deputy ClerkDoc Stamp-Deed: 147.00

## WARRANTY DEED

**This Warranty Deed** Made this 1st day of April, 2019 by Wesley G. Wood and Patsy K. Wood, husband and wife hereinafter called the grantor, whose post office address is: 356 Nash Road, Lamont, FL 32336

to Alicia H. Baran and David M. Baran, Sr., husband and wife whose post office address is: Post Office Box 560045, Rockledge, FL 32956 hereinafter called the grantee

**WITNESSETH:** That said grantor, for and in consideration of the sum of \$21,000.00 Dollars, and other variable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Jefferson County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

This property is the homestead of the Grantor (s).

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

**To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 12/31/2018, reservations, restrictions and easements of record, if any.

(The terms “grantor” and “grantee” herein shall be construed to include all genders and singular or plural as the context indicates)

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

\_\_\_\_\_  
Witness

Leslie Wilkinson  
\_\_\_\_\_  
Witness Print Name

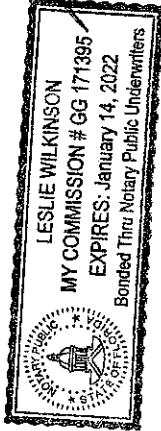
Virginia Sey  
\_\_\_\_\_  
Witness

Virginia Sey  
\_\_\_\_\_  
Witness Print Name

\_\_\_\_\_  
Wesley G. Wood  
Patsy K. Wood

STATE OF: FLORIDA  
COUNTY OF: JEFFERSON

The foregoing instrument was acknowledged before me this 1st day of April, 2019 by Wesley G. Wood and Patsy K. Wood who is/are personally known to me or who has/have produced driver license(s) as identification.



\_\_\_\_\_  
Notary Public

seal

LEGAL

**DESCRIPTION**

**OFFICIAL RECORD BOOK 354 PAGE 7**

Begin at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 23, Township 1 North, Range 4 East, and run North 0 degrees 21 minutes West 53.93 feet to the North edge of the 100 foot Right-of-Way of State Road S-158B (Nash Road) for a POINT OF BEGINNING, thence North 0 degrees 21 minutes West 295.0 feet, thence North 87 degrees 27 minutes East 147.6 feet, thence South 0 degrees 21 minutes East 295.0 feet to the North edge of said State Road S-158B, thence Westerly, along said road, 147.6 feet to the Point of Beginning, containing 1.0 acres in the Southwest Quarter of the Northeast Quarter of Section 23, Township 1 North, Range 4 East.



Inst: 201333003235 Date: 12/30/2013 Time: 2:24 PM  
Doc Stamp-Deed: 0.70  
Kirk B Reams, Jefferson County Page 1 of 3 B:696 P:634

Record and return to preparer  
of instrument:

William N. Kirk, Esquire  
Gould Cooksey Fennell, P.A.  
979 Beachland Boulevard  
Vero Beach, FL 32963

Recording: \$27.00  
Deed Stamps: \$ .70  
Total: \$27.70

Property Appraiser's  
Identification No.: 23-IN-4E-0000-0061-0000

**WARRANTY DEED**

THIS INDENTURE made this 19<sup>th</sup> day of December, 2013 by and between **DONNA L. HOLLAND, a widow ("Grantor")**, a single person, whose mailing address is 6255 53<sup>rd</sup> Street, Vero Beach, Florida 32967, to **DONNA L. HOLLAND, AS TRUSTEE OF THE DONNA L. HOLLAND REVOCABLE TRUST DATED DECEMBER 19, 2013** and her Successor Trustee(s), whose mailing address is 6255 53<sup>rd</sup> Street, Vero Beach, Florida 32967 ("**Grantee**").

**WITNESSETH:**

Grantor, for in consideration of love and affection, has granted, donated and transferred to Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Jefferson County, Florida, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO**

Grantee is specifically conferred the power and authority (1) either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property herein described, and (2) all of the powers and authority which could be granted or conferred under the authorization and powers permitted to be conferred and granted pursuant to Chapter 689.073, Florida Statutes.

THIS DEED HAS BEEN PREPARED BY THE ABOVE NOTED PARTY WITHOUT BENEFIT OF ABSTRACT OR TITLE EXAMINATION. THE PREPARER ASSUMES NO RESPONSIBILITY FOR THE EXISTENCE OF LIENS, CLAIMS, OR ENCUMBRANCES OF ANY NATURE OF RECORD, OR WHICH MAY EXIST AGAINST THE PROPERTY.

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

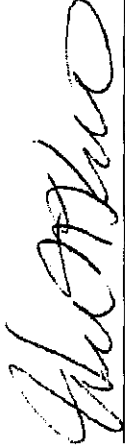
Note to Recording Clerk:  
Minimum documentary stamps have been affixed to this Deed pursuant to Fla. Admin. Code R. 12B-4.013(28).

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing after December 31, 2012; however, subject to comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority; and restrictions, covenants, conditions, limitations and easements of record, if any, which provisions shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of these Witnesses:



Printed Name: William N. Kirk



Printed Name: Rebecca D. Harris

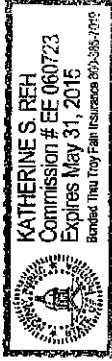


Printed Name: DONNA L. HOLLAND

STATE OF FLORIDA:

COUNTY OF INDIAN RIVER:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2013, by **DONNA L. HOLLAND**, [ ] who is personally known to me or [ ☒ ] who has produced driver's license as identification.





Notary Public - State of Florida

Printed Name: Katherine S. Reh

My commission expires: 05/31/2015

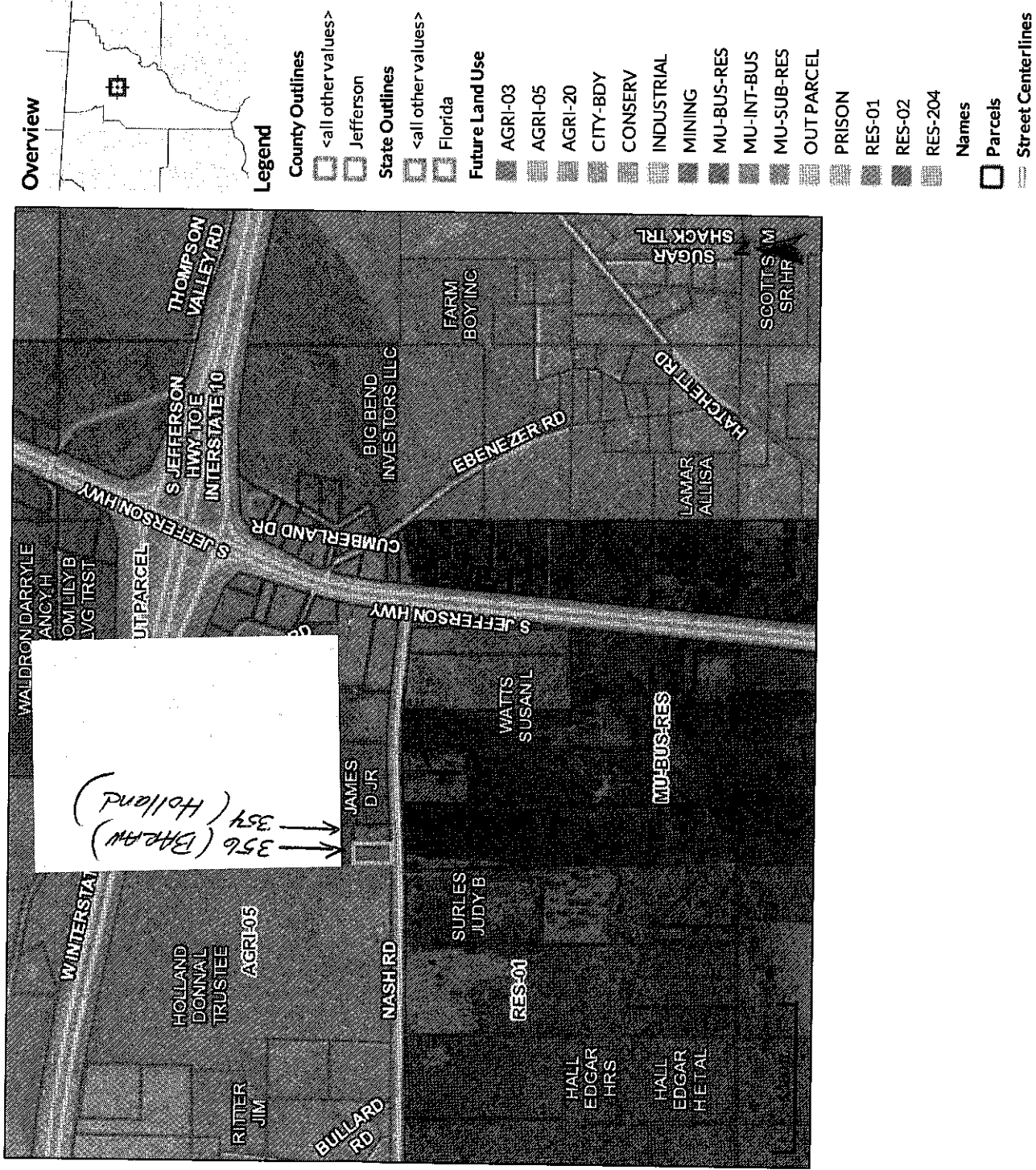
(Notary Seal)

Exhibit "A"

Begin at the SW corner of the SW 1/4 of the NE 1/4 of Section 23, Township 1 North, Range 4 East, and run N 0° 21' W. 53.93' to the North edge of the 100' right of way of State Road S-158B (Nash Road), thence N 0° 21' W 295.0', thence N 87° 27' E 147.6' to a point of beginning, thence continue on the bearing aforesaid 147.6' to a point, thence S 0° 21' E 295.0' to the North edge of said State Road S-158B, thence westerly, along the road 147.6' to a point, thence run N 0° 21' W 295.0' to the point of beginning, containing 1.0 acres in the SW 1/4 of the NE 1/4 of Section 23, Township 1 North, Range 4 East.  
This being the E 1/2 of those lands conveyed from Ben H. Cooksey Jr. and Rossie Mable Cooksey, his wife, to the grantor herein by warranty deed dated July 12, 1971 and recorded in ORB 43, page 787, Public Records, Jefferson County, Florida and by reference made a part hereof.



Vicinity



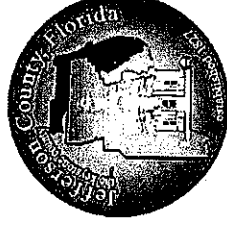
?

Parcel ID	23-1N-4E-0000-0063-0000	6499	VACANTW/XFOB	1	BARANALICIA H & DAVID MSR	PO BOX 560045	ROCKLEDGE, FL 32956	356 NASH RD	Improvement Value	\$2,332	Just Value	\$8,832	Last 2 Sales
Prop ID	6499	VACANTW/XFOB	1	BARANALICIA H & DAVID MSR	PO BOX 560045	ROCKLEDGE, FL	32956	356 NASH RD	Land Value	\$6,500	Assessed Value	\$8,832	4/1/2019
Property Usage									Ag Land Value	\$0	Exempt Value	\$0	4/18/2017
Acreage	1								Ag Market Value	\$0	Taxable Value	\$8,832	

**Desc** 1.00 ACRE IN SW1/4 OF NE1/4 ORB 354/7 & 730/572 & 739/497  
(Note: Not to be used on legal documents)

Date created: 6/27/2021  
Last Data Uploaded: 6/26/2021 3:36:30 AM  
Developed by

Jefferson County, Florida  
Planning Department  
445 W. Palmer Mill Rd  
Monticello, FL 32344  
Phone (850) 342-0223  
Fax: (850) 342-0225



## Memorandum

TO: Jefferson County Planning Commissioners  
FROM: Shannon Metty, Planning Official  
SUBJECT: Small Scale Comprehensive Map Change  
DATE: July 26, 2021

CC: Parrish Barwick, Scott Shirley

### Small Scale Comprehensive Map Change

An application has been submitted by Mrs. Alicia Baran on behalf of herself and her mother, Donna Holland, to have their two, one acre parcels changed from the Land Use District of Interchange Business to Mixed Use Suburban Residential. The parcels requesting to be changed are the parcel with the ID 23-1N-4E-0000-0063-0000 and 23-1N-4E-0000-0061-0000 located at 354 and 356 Nash Road Lamont, FL 32336.

The intent of the Comprehensive Map Change is so the landowner can place a residence on the properties. Interchange Business does not allow for residence.

The parcel to the north and east is in the Interchange Business Land Use District, AG-5 is to the west and Mixed Use Business Residential to the south.

Both of these properties have access to the Jefferson Community water system, but will still need septic systems installed.

The traffic to the two parcels will be minimal as both parcels will be used for residential use.

354 has a mobile home on it currently and 356 had a mobile home on it at one time. Both lots are only 1 acre in size each. Based on this information and the information listed above, it is my recommendation that we approve the land district change from Interchange Business to Mixed Use Suburban Residential.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Metty".

Shannon Metty  
Planning Official

Parcel ID	23-1N-4E-0000-0063-0000	Mailing Address	BARANALICIA H & DAVID M SR	Improvement Value	\$2,332	Just Value	\$8,832	Last 2 Sales Date	Price	V/I	Qual
Prop ID	6499		PO BOX 560045	Land Value	\$6,500	Assessed Value	\$8,832	4/1/2019	\$21000	I	Q
Property Usage	VACANTW/XFOB		ROCKLEDGE, FL 32956	Ag Land Value	\$0	Value Exempt	\$0	4/18/2017	\$18000	I	Q
Acres	1	Physical Address	356 NASH RD	Ag Market Value	\$0	Value Taxable	\$8,832				

**Desc** 1.00 ACRE IN SW1/4 OF NE1/4 ORB 354/7 & 730/572 & 739/497  
(Note: Not to be used on legal documents)

Date created: 6/27/2021  
Last Data Uploaded: 6/26/2021 3:36:30 AM

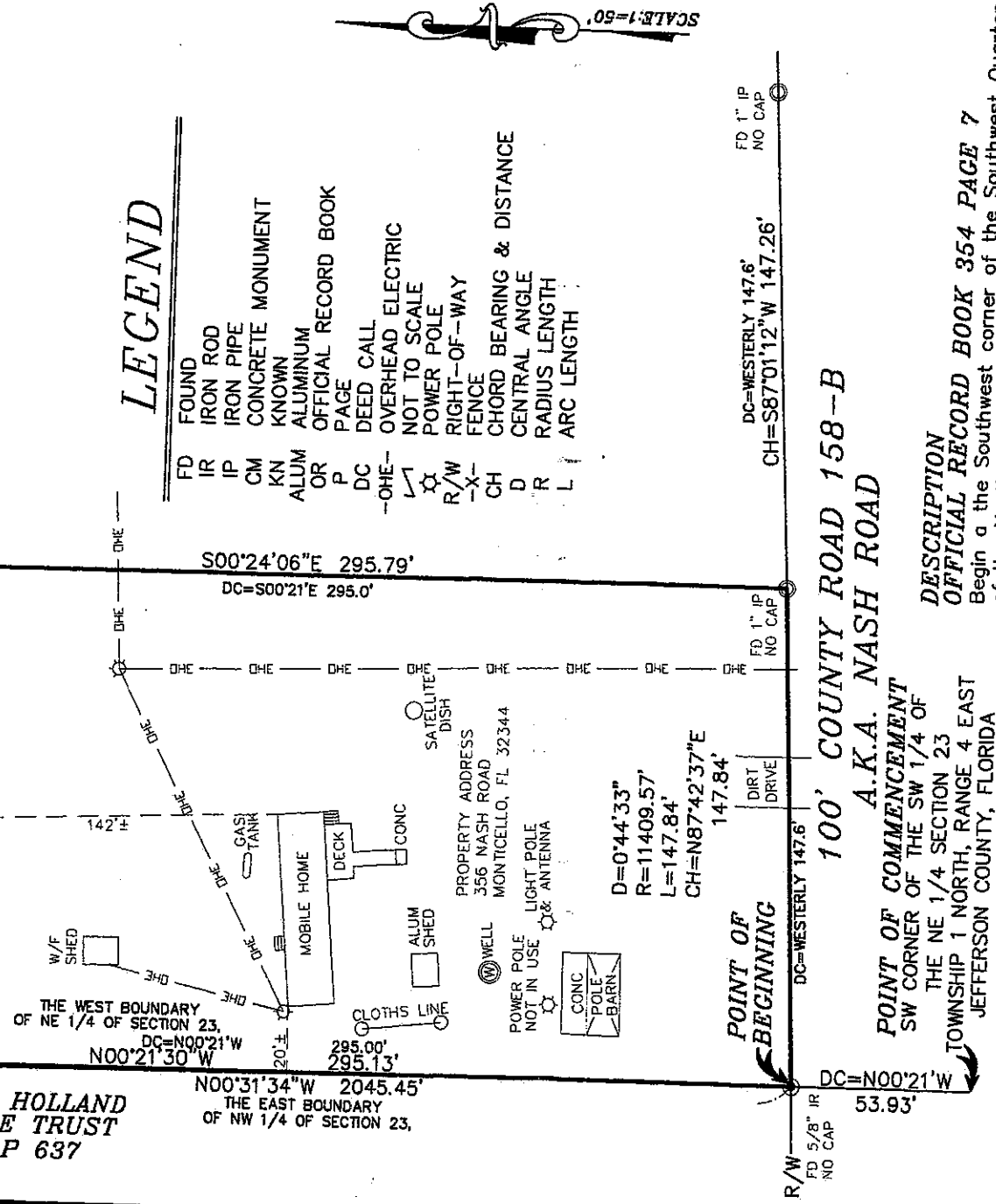
Developed by  **Schneider**  
GEO SPATIAL

**MORTGAGE WAREHOUSE  
RECOVERIES LLC  
OR 712 P 572**

**DONNA L. HOLLAND  
REVOCABLE TRUST  
OR 696 P 637**

WATTS  
OR 354 P 7  
1 ACRE±

**DONNA L. HOLLAND  
REVOCABLE TRUST  
OR 696 P 634**



## LEGEND

- |      |           |       |                      |
|------|-----------|-------|----------------------|
| FD   | FOUND     | OR    | OFFICIAL RECORD BOOK |
| IR   | IRON ROD  | P     | PAGE                 |
| IP   | IRON PIPE | DC    | DEED CALL            |
| CM   | CONCRETE  | -OHE- | OVERHEAD ELECTRIC    |
| KN   | KNOWN     | L     | NOT TO SCALE         |
| ALUM | ALUMINUM  | R     | POWER POLE           |
|      |           | W     | RIGHT-OF-WAY         |
|      |           | -X-   | FENCE                |
|      |           | CH    | CHORD BEARING & DIST |
|      |           | D     | CENTRAL ANGLE        |
|      |           | R     | RADIUS LENGTH        |
|      |           | L     | ARC LENGTH           |

DESCRIPTION  
OFFICIAL RECORD BOOK 354 PAGE 7

**SURVEYOR'S NOTES:**

1. Bearings based on State Plane Coordinates, Florida North Quadrant, as per GPS, JEFFCO 18 & 19 held fixed.
2. If no difference is shown, deed/plat call bearings and distances are the same as measured.
3. Utilities, interior fences, and other improvements were not located, except as shown.  
Field fences shown hereon are approximate and were not located precisely between corners.
4. Ownership of fences was not determined by this survey.
5. Field work was completed on July 27, 2016.  
There may be other restrictions of record not shown on this plat that may be found in County Public Records.
6. The hereon signed surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, simultaneous conveyances, senior deeds, unrecorded deeds, easements or other instruments which could affect the boundaries of the subject property.
7. This survey does not determine ownership of property.

**DESCRIPTION**  
**OFFICIAL RECORD BOOK 354 PAGE 7**  
Begin a the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 23, Township 1 North, Range 4 East, and run North 0 degrees 21 minutes West 53.93 feet to the North edge of the 100 foot Right-of-Way of State Road S-158B (Nash Road) for a POINT OF BEGINNING, thence North 0 degrees 21 minutes West 295.0 feet, thence North 87 degrees 27 minutes East 147.6 feet, thence South 0 degrees 21 minutes East 295.0 feet to the North edge of said State Road S-158B, thence Westerly, along said road, 147.6 feet to the Point of Beginning, containing 1.0 acres in the Southwest Quarter of the Northeast Quarter of Section 23, Township 1 North, Range 4 East.

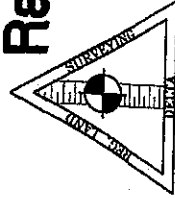
**CERTIFIED TO:**

- CARL D BOATWRIGHT MARGARET B. BOATWRIGHT
- NORTH FLORIDA ABSTRACT & TITLE COMPANY
- FIDELITY NATIONAL TITLE INSURANCE COMPANY

*Randall H. Rowell* 7-28-2016  
 RANDALL H. ROWELL  
 PROFESSIONAL SURVEYOR & MAPPER L.S.#5140  
 DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper  
 ^ Randall H. Powell

# Randall H. Rowell



# DELTA LAND SURVEYORS

440 SOUTH JEFFERSON STREET  
MONTICELLO, FLORIDA 32344  
TELEPHONE: (850) 997-0301  
email: randydelta@earthlink.net

July 27, 2016

DATE \_\_\_\_\_

16-209-21

**JOB NO.**



Jefferson County, Florida  
Planning Department  
445 W. Palmer Mill Rd  
Monticello, FL 32344  
Phone (850) 342-0223  
Fax: (850) 342-0225



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## Memorandum

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**TO:** Jefferson County Board of County Commissioners  
**FROM:** Shannon Metty, Planning Official  
**SUBJECT:** Small Scale Comprehensive Map Change  
**DATE:** Oct. 15, 2021

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**CC:** Parrish Barwick, Scott Shirley

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### Small Scale Comprehensive Map Change

An application has been submitted by Mrs. Alicia Baran on behalf of herself and her mother, Donna Holland, to have their two, one acre parcels changed from the Land Use District of Interchange Business to Mixed Use Suburban Residential. The parcels requesting to be changed are the parcel with the ID 23-1N-4E-0000-0063-0000 and 23-1N-4E-0000-0061-0000 located at 354 and 356 Nash Road Lamont, FL 32336.

The intent of the Comprehensive Map Change is so the landowner can place a residence on the properties. Interchange Business does not allow for residence.

The parcel to the north and east is in the Interchange Business Land Use District, AG-5 is to the west and Mixed Use Business Residential to the south.

Both of these properties have access to the Jefferson Community water system, but will still need septic systems installed.

The traffic to the two parcels will be minimal as both parcels will be used for residential use.

354 has a mobile home on it currently and 356 had a mobile home on it at one time. Both lots are only 1 acre in size each. Based on this information and the information listed above, it is the recommendation of the Planning Commission and Planning Staff that we approve the land district change from Interchange Business to Mixed Use Suburban Residential.

Sincerely,

Shannon Metty  
Planning Official



ORDINANCE NO-2021-10212021-01

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA AMENDING ITS COMPREHENSIVE PLAN 2525; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE JEFFERSON COUNTY COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: AUTHORITY

The authority for the enactment of this ordinance is Section 163.3184 Florida Statutes, and Section 125.66, Florida Statutes.

SECTION 2: FINDINGS OF FACT

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) (hereinafter “Community Planning Act”) Jefferson County has adopted and has in effect the Comprehensive Plan 2025 (Comprehensive Plan), which includes a Future Land Use Map (FLUM); and

WHEREAS, the owners of the two parcels identified herein below (totaling approximately 2 acres), located within unincorporated Jefferson County, have jointly applied for a small scale amendment to the Comprehensive Plan FLUM to change the future land use designations for the parcels from Interchange Business (IB) to Mixed Use Business Residential (MUBR); and

WHEREAS, the parcels consist of uplands only and are located both adjacent to (across Nash Road), and in close proximity to, other parcels that are also designated as MUBR, as well as parcels designated as Residential-1 (Res-1) and IB, and, as such, are suitable for the mix of business and residential density allowed in the MUBR FLUM land use category; and

WHEREAS, a sufficient basis under the Community Planning Act has been established for re-designating the parcels as MUBR; and

WHEREAS, after due public notice, a public hearing has been conducted by the Jefferson County Planning Commission in its role as the Local Planning Agency, which has recommended that the requested amendment be approved; and

WHEREAS, after due public notice, the Board of County Commissioners has held two public hearings, has procedurally complied with the Community Planning Act, and has determined the re-designating the parcels to MUBR is in the public interest and is consistent with the minimum requirements established in the Community Planning Act for amendments to Comprehensive Land Use Plan FLUMs.

### SECTION 3: PURPOSE

The purpose of this Ordinance is to adopt a small scale amendment to the FLUM of the Jefferson County Comprehensive Plan to re-designate the parcels identified herein below as MUBR.

### SECTION 4: AMENDMENT TO THE FUTURE LAND USE MAP OF JEFFERSON COUNTY COMPREHENSIVE PLAN

The FLUM of the Jefferson County Comprehensive Plan is hereby amended as follows:

Parcel 1: Located at 354 Nash Road (approximately 1 Acre, Parcel Number 23-1N-4E-0000-0061-0000), FLUM Designation hereby changed from IB to MU BR, as depicted on Exhibit “A” and described in Exhibit “B”; and

Parcel 2: Located at 356 Nash Road (approximately 1 Acre, Parcel Number 23-1N-4E-0000-0063-0000), FLUM Designation hereby changed from IB to MUBR, as depicted on Exhibit “A” and described in Exhibit “B”.

### SECTION 5: SEVERABILITY

If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

### SECTION 6: EFFECTIVE DATE

As provided in Section 163.3187(5)(c), Florida Statutes, this Ordinance shall become effective 31 days after adoption, unless this Ordinance timely challenged, in which case this Ordinance does not become effective until either the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. Notwithstanding the foregoing, this Ordinance shall, further, not become effective until the County’s Ordinance adopting a Private Property Rights Element pursuant to Section

163.3177(6)(i)1, Florida Statutes, becomes effective. Promptly following the effective date hereof, a copy of this Ordinance shall be filed with the Secretary of State.

ADOPTED on first and only reading in open session by the Board of County Commissioners of Jefferson County this \_\_\_\_ day of September 2021.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Stephen Walker  
Chairman, Board of County Commissioners

ATTESTED BY:

\_\_\_\_\_  
Kirk Reams  
Clerk of Courts

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Scott Shirley  
County Land Use Attorney

ORDINANCE NO-2021-\_\_\_\_-01

AN ORDINANCE OF JEFFERSON COUNTY, FLORIDA AMENDING ITS COMPREHENSIVE PLAN 2525; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; PROVIDING FOR ADOPTION OF A PROPERTY RIGHTS ELEMENT AS A PART OF THE JEFFERSON COUNTY COMPREHENSIVE PLAN 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: AUTHORITY

The authority for the enactment of this ordinance is Sections 163.3184, 163.3177(6)(i)1, and 125.66, Florida Statutes.

SECTION 2: FINDINGS OF FACT

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) (hereinafter “Community Planning Act”) Jefferson County has adopted and has in effect the Comprehensive Plan 2025 (Comprehensive Plan); and

WHEREAS, Section 163.3177(6)(i)1, Florida Statutes, requires the Jefferson County Comprehensive plan 2025 to include a Property Rights Element; and

WHEREAS, Section 163.3177(6)(i)1, Florida Statutes, provides that a local government may adopt its own Property Rights Element or use the Statement of Rights that is provided in the statute; and

WHEREAS, the Jefferson County Board of County Commissioners had determined that utilizing the Statement of Rights as its Property Rights Element is sufficient to satisfy the statutory mandate in Section 163.3177(6)(i)1, Florida Statutes, and recognize, protect and respect the property rights of the owners of real property in the County; and

WHEREAS, Jefferson County respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, Jefferson County respects the rights of all people to participate in land use planning processes; and

WHEREAS, after due public notice, a public hearing has been conducted by the Jefferson County Planning Commission in its role as the Local Planning Agency, which has recommended that the requested amendment be approved; and

WHEREAS, after due public notice, the Board of County Commissioners has held two public hearings, has procedurally complied with the Community Planning Act, and has determined that using the Statement of Rights Provided in the statute is in the best interest of furthering the public health, safety and welfare.

### SECTION 3: PURPOSE

The purpose of this Ordinance is to adopt an amendment to the Jefferson County Comprehensive Plan 2025 to incorporate therein a Property Rights Element.

### SECTION 4: AMENDMENT TO THE JEFFERSON COUNTY COMPREHENSIVE PLAN TO ADOPT PROPERTY RIGHTS ELEMENT

Jefferson County hereby adopts the Statement of Rights set forth in Section 163.3177(6)(i)1, Florida Statutes, as its Property Rights Element, which statement is attached hereto as Exhibit “A” and incorporated herein by reference.

### SECTION 5: SEVERABILITY

If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

### SECTION 6: EFFECTIVE DATE

As provided in Section 163.3184(3)(c)4, Florida Statutes, this Ordinance shall become effective 31 days after the state land planning agency notifies Jefferson County that the plan amendment package is complete, unless this Ordinance timely challenged, in which case this

Ordinance does not become effective until either the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. Promptly following receipt of such notice or final order, a copy of this Ordinance shall be filed with the Secretary of State.

PASSED AND ADOPTED on Second Reading by the Jefferson County Board of County Commissioners this \_\_\_\_ day of September, 2021.

BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Stephen Walker  
Chairman, Board of County Commissioners

ATTESTED BY:

\_\_\_\_\_  
Kirk Reams  
Clerk of Courts

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
Scott Shirley  
County Land Use Attorney

## Exhibit “A”

*[Note: underscoring indicates additions of new language to the Jefferson County Comprehensive Plan]*

### PROPERTY RIGHTS ELEMENT

Section 163.3177(6)(i)1, Florida Statutes (2021):

In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3) that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision making. A local government may adopt its own property rights element or use the following statement of rights:

The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.



October 11, 2021

Mr. Parrish Barwick, County Coordinator  
Jefferson County Board of County Commissioners  
1 Courthouse Circle  
Monticello, FL 32344

Subject: Capital Region Transportation Planning Agency  
Interlocal Agreement

Dear Mr. Barwick:

The purpose of this email is to inform you of proposed revisions to the Capital Region Transportation Planning Agency's (CRTPA) Interlocal Agreement (Agreement) and to request that the Jefferson County Board of County Commissioners, as a signee to the Agreement, approve the revised Interlocal Agreement.

The proposed revisions would eliminate their weighted voting system and allow for a single member single vote system for each member government. Upon full execution of the Agreement, the CRTPA Bylaws will be amended to reflect the revised voting structure. In order to finalize that decision, the Agreement establishing the CRTPA requires updating. Enclosed, please find a copy of the updated Agreement (Attachment 1), as well as information related to the proposed changes in voting structure (Attachment 2). We are requesting that your local government attorney review the proposed Agreement and let us know if you have any questions.

Please let us know when you schedule this item on the Jefferson County Board of County Commissioners agenda for approval. We will be in attendance to field any questions or comments. Thank you for your attention to this matter. If you have any questions please contact me by telephone at (850) 694-1440 or Suzanne Lex by email at [Suzanne.Lex@crtpa.org](mailto:Suzanne.Lex@crtpa.org), or by telephone at (850) 891-8627.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Slay", is written over a light blue circular stamp.

Greg Slay, AICP  
Executive Director

Enclosures: 2

cc: T. Buckingham Bird, Attorney, Jefferson County  
Kirk Reams, Jefferson County Clerk of Court

300 South Adams Street · Tallahassee, FL 32301  
(850)891-8630 · [www.crtpa.org](http://www.crtpa.org)

Gadsden County · Jefferson County · Jefferson County · Wakulla County · Chattahoochee · Greensboro · Gretna ·  
Havana Midway · Monticello · Quincy · Sopchoppy · St. Marks · Tallahassee · Jefferson County School Board



## ATTACHMENT 1: INTERLOCAL AGREEMENT

**AMENDED INTERLOCAL AGREEMENT CONCERNING THE FORMATION AND OPERATION  
OF THE  
CAPITAL REGION TRANSPORTATION PLANNING AGENCY**

THIS **AMENDED INTERLOCAL AGREEMENT (Agreement)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter **DEPARTMENT**); the **COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA**; the **CITIES OF CHATTAHOOCHEE, GRETNA, MIDWAY, QUINCY, and TALLAHASSEE**; the **TOWNS OF GREENSBORO and HAVANA**; and the **LEON COUNTY SCHOOL BOARD**.

**RECITALS**

**WHEREAS**, the Federal Government, under the authority of 23 U.S.C. and 49 U.S.C. requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and further requires the State Transportation Agency and the Metropolitan Planning Organization (MPO) to enter into an Agreement clearly identifying the responsibilities of each party for cooperatively carrying out such transportation planning; **and**

**WHEREAS**, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; **and**

**WHEREAS**, 23 United States Code 134, as amended from time to time, and Section 339.175, Florida Statutes, as amended from time to time, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for metropolitan areas; **and**

**WHEREAS**, pursuant to 23 U.S.C., 49 U.S.C., 23 CFR 450 and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general-purpose local government representing at least 75% of the affected population (including the central city or cities) in the metropolitan area to designate a Metropolitan Planning Organization; **and**

**WHEREAS**, pursuant to Section 339.175(4), Florida Statutes, the Governor shall, with the agreement of the affected units of general-purpose local government as required by federal rules and regulations, apportion the membership on the applicable MPO among the various governmental entities within the area; **and**

**WHEREAS**, pursuant to 23 CFR 450 and Section 339.175(2)(b), Florida Statutes, an Interlocal Agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO. The signatories to the Interlocal Agreement shall be the Department and the governmental entities designated by the Governor for membership on the MPO; **and**

**WHEREAS**, on June 21, 2004, the Board of the Tallahassee-Leon County Metropolitan Planning Organization approved a resolution changing the name of the MPO to the Capital Region Transportation Planning Agency (the CRTPA), without any change to its legal organization; **and**

**WHEREAS**, on January 12, 2009, the CRTPA Board approved a reapportionment plan in accordance with the revised Planning Area Boundary to include all of Gadsden, Jefferson, Leon and Wakulla Counties, which reapportionment plan was subsequently submitted to the Governor for approval; **and**

**WHEREAS**, pursuant to Section 339.175(4), Florida Statutes, in a letter dated March 17, 2011, the Governor has agreed to the apportionment plan; **and**

**WHEREAS**, the Interlocal Agreement is required to create the CRTPA and delineate the provisions for operation of the CRTPA as the MPO for this region; **and**

**WHEREAS**, the undersigned parties have determined that this Interlocal Agreement satisfies the requirements of and is consistent with Section 339.175, Florida Statutes; **and**

**WHEREAS**, pursuant to Section 339.175(2)(b), Florida Statutes, the Interlocal Agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to Interlocal Agreements; **and**

**WHEREAS**, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

## **ARTICLE 1 RECITALS; DEFINITIONS**

**Section 1.01. Recitals.** Each and all of the foregoing recitals are hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

**Section 1.02. Definitions.** The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

**Agreement** means and refers to this instrument, as amended from time to time.

**BOARD** shall mean the governing board of the **CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)**.

**Congestion Management System** as defined by the **Federal Highway Administration** means a systematic process for managing congestion that provides information on transportation system performance and on alternative strategies for alleviating congestion and enhancing the mobility of persons and goods to levels that meet state and local needs.

**CRTPA** means the **Capital Region Transportation Planning Agency**, which is the MPO formed pursuant to this Agreement

**DEPARTMENT** shall mean and refer to the **FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida created pursuant to **Section 20.23, Florida Statutes**.

**FHWA** means and refers to the **Federal Highway Administration**.

**FTA** means and refers to the **Federal Transit Administration**.

**Functional Classification** means the assignment of roads into systems according to the character of service they provide in relation to the total road network using procedures developed by the Federal Highway Administration.

**Long-Range Transportation Plan** is the 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(c) , 23 CFR 450, and Section 339.175(7), Florida Statutes.

**Metropolitan Area** means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population as described in 23 U.S.C., 49 U.S.C., and Section 339.175, Florida Statutes, which shall be subject to the Metropolitan Planning Organization's planning authority.

**MPO** means **Metropolitan Planning Organization** and refers to the **CRTPA** which is the MPO formed pursuant to this Agreement.

**Transportation Improvement Program (TIP)** is the is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C., 49 U.S.C, 23 CFR 450 and Section 339.175, Florida Statutes.

**Unified Planning Work Program (UPWP)** is the annual program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description of each planning task and an estimated budget therefore and must comply with applicable state and federal law, all as required by 23 CFR 450 and Section 339.175(9), Florida Statutes.

## **ARTICLE 2**

### **PURPOSE**

**Section 2.01. General Purpose.** The purpose of this Agreement is to establish the Capital Region Transportation Planning Agency as an MPO (CRTPA):

(a) To assist in the safe and efficient management, operation, and development of surface transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and freight within and through this metropolitan area of this state, foster economic growth and development within and through urbanized areas of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption, air pollution, and greenhouse gas emissions through metropolitan transportation planning processes;

(b) To develop transportation plans and programs, in cooperation with the Department and public transit operators, which plans and programs provide for the development and integrated management and operation of transportation systems and facilities, including pedestrian walkways and bicycle transportation

facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area, based upon the prevailing principles provided in Section 334.046(1), Florida Statutes;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that considers all modes of transportation based on the complexity of the transportation problems to be addresses and results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan area in cooperation with the Department;

(d) To ensure that the process is integrated with the statewide planning process, the MPO shall develop plans and programs that identify transportation facilities that should function as an integrated metropolitan transportation system, giving emphasis to facilities that serve important national, state and regional transportation functions;

(e) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 U.S.C. and 49 U.S.C.; and

(f) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 U.S.C. and 49 U.S.C.; 23 CFR 420 and 450, and 49 CFR Part 613; and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

**Section 2.02. Major MPO Responsibilities.** The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The Long-range Transportation Plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Execute all agreements or certifications necessary to comply with applicable state or federal law;
- (h) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs required by this section; and
- (i) Performing such other tasks presently or hereafter required by state or federal law.

**Section 2.03. MPO decisions coordinated with the DEPARTMENT and consistent with comprehensive plans.** Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State and to assure the compatibility of all components, including multimodal facilities. Section 339.155, Florida Statutes, requires the Department to develop and update at least once every 5 years, or more often as necessary, to reflect substantive changes to federal or state law, a statewide transportation plan, which established and defines the state's long-range transportation goals and objectives to be accomplished over a period of at least 20 years within the context of the State Comprehensive Plan, and considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the parties to this Agreement acknowledge that decisions made by the MPO will be coordinated with the Department. The parties to this Agreement acknowledge that actions taken pursuant to this Agreement will be consistent with local government comprehensive plans.

### **ARTICLE 3 MPO ORGANIZATION AND CREATION**

**Section 3.01. Establishment of MPO.** The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to this Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be the **Capital Region Transportation Planning Agency (CRTPA)**.

**Section 3.02. Effect on Prior Interlocal Agreement.** This Agreement between the DEPARTMENT; the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETN, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD, supersedes and replaces the filed March 13, 2014 Interlocal Agreement between the DEPARTMENT; the COUNTIES OF GADSDEN, JEFFERSON, LEON and WAKULLA; the CITIES OF CHATTAHOOCHEE, GRETN, MIDWAY, QUINCY, TALLAHASSEE; the TOWNS OF GREENSBORO and HAVANA; and the LEON COUNTY SCHOOL BOARD. Notwithstanding the foregoing, the legal existence of the MPO shall be continuous and all lawful and valid acts of the MPO and its Board and officials prior to the date of this Agreement are hereby ratified and acknowledged as valid and binding acts of the CRTPA.

**Section 3.03. MPO to operate pursuant to law.** In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

**Section 3.04. Governing board to act as policy-making body of MPO.** The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body of the MPO responsible for cooperative decision-making of actions taken by the MPO. The governing board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

**Section 3.05. Submission of proceedings; Contracts and other documents.** Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents in its possession relating to the metropolitan planning organization as is requested. Charges are to be in accordance with Chapter 119, Florida Statutes.

**Section 3.06. Rights of review.** All parties to this Agreement, and the affected federal funding agency (i.e., FHWA, FTA, and FAA) shall have the rights of technical review and comment of MPO projects.

## **ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE**

### **Section 4.01. Composition and membership of governing board.**

(a) The voting membership of the MPO shall consist of representatives from the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; the Towns of Greensboro and Havana.

(1) The apportionment of the membership of the MPO is based on population distribution among the above members, as outlined in the CRTPA bylaws.

(2) Representatives of the Department shall serve as nonvoting advisers to the MPO. The MPO may also provide for other non-voting advisors as outlined in the MPO bylaws.

(3) The Board shall have the authority to adopt bylaws concerning the governance and management of the CRTPA, including provisions governing Board meetings and votes, the authority of Board officers and the authority of CRTPA officials. The bylaws shall address:

(A) The members assigned from the County Commission designated by Leon County and each member from City Commission to be designated by the City of Tallahassee and how the designated member's votes shall be allocated.

(B) The members assigned to each representative of any consolidated membership of the Counties of Gadsden, Jefferson, Leon and Wakulla; the Cities of Chattahoochee, Gretna, Midway, Quincy, and Tallahassee; and the Towns of Greensboro and Havana.

(C) Substitution and replacement of Board members.

(D) Such other matters as are necessary or convenient for the administration of the MPO.

(b) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on an agreement among the effected units of general-purpose local government as required by federal rules and regulations. The Governor, in accordance with 23 USC 134, may also provide for MPO members who represent municipalities to alternate with representatives from other municipalities within the metropolitan planning area that do not have members on the MPO.

(c) All voting representatives shall be elected officials of general-purpose local governments, except that an MPO may include, as part of its apportioned voting members, a member of a statutorily authorized planning board, an official of an agency that operates or administers a major mode of transportation, or an official of Space Florida. As used in this section, the term “elected officials of a general-purpose local government” shall exclude constitutional officers, including sheriffs, tax collectors, supervisors of elections, property appraisers, clerks of the court, and similar types of officials. Where all members of a governing board of the county, the city, or authority are to be voting representatives on the MPO, each member shall become a representative on the MPO upon entering office. Otherwise, individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(d) In no event shall the county commission representatives constitute less than one-third of the weighted vote of the MPO, except for an MPO with more than 15 members located in a county with a 5-member county commission or an MPO with 19 members located in a county with no more than 6 county commissioners, in which case county commission members may compose less than one-third percent of the MPO membership, but all county commissioners must be members.

(e) County commissioners shall compose not less than 20 percent of the MPO membership if an official of the agency that operates or administers a major mode of transportation has been appointed to an MPO.

(f) In metropolitan areas in which authorities or other agencies have been or may be created by law to perform transportation functions and are performing transportation functions that are not under the jurisdiction of a general-purpose local government represented on the MPO, they shall be provided voting membership on the MPO. Consortiums of municipalities may organize to appoint voting members who alternate each year.

(g) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within 60 days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

**Section 4.02. Terms.** The term of office of members of the MPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four-year terms. Where Counties and Cities have elected to consolidate their memberships and weighted vote, the term of the representative member or members shall be no less than one year from the date of designation by the consolidated entity represented by the member or as outlined in the CRTPA bylaws.

## **ARTICLE 5**

### **AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES**

**Section 5.01. General authority.** The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175 (5) and (6), Florida Statutes.



**Section 5.02. Specific authority and powers.** The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(6)(g), Florida Statutes, the MPO shall have an executive or staff director who reports directly to the MPO governing board for all matters regarding the administration and operation of the MPO and any additional personnel as deemed necessary. The executive director and any additional personnel may be employed either by the MPO or by another governmental entity, such as a county, city, or regional planning council, that has a staff services agreement signed and in effect with the MPO. Each MPO may enter into contracts with local or state agencies, private planning or private engineering firms, or other public or private entities to accomplish its transportation planning and programming and administrative functions;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept gifts, grants, assistance funds, or bequests;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable state laws, rules and regulations; and

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law.

**Section 5.03. Duties and responsibilities.** The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(6)(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(6)(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board. Nothing contained herein shall constitute a waiver of its sovereign immunity or the provisions of section 768.28, F.S.

(d) As provided in Section 339.175(9), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR Parts 420 and 450, and 49 CFR Part 613, and consistent with Chapter 339.175, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(10)(a), Florida Statutes, the MPO shall enter into written agreements, which shall be reviewed, and updated as necessary, every 5 years with the Department, operators of

public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area and cooperate with the Department in the development of all other transportation management systems required by state or federal law;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Execute all certifications and agreements necessary to comply with state or federal law;
- (n) Represent all the jurisdictional areas within the metropolitan area in the formulation of transportation plans and programs;
- (o) Perform such other tasks presently or hereafter required by state or federal law; and
- (p) Adopt operating rules and procedures.

## **ARTICLE 6 ADMINISTRATION**

**Section 6.01. Generally.** In addition to its function as the policy-making body of MPO, the Board shall have responsibility to approve the official MPO reports and take the official MPO actions required by Section 339.175, Florida Statutes. The Board Chairman shall serve as the principle administrative officer of the Board and shall have such additional duties and authority as described in the MPO bylaws. An Executive Director shall serve as the principal administration of MPO operations and staff, shall have responsibility for advising the Board regarding official MPO business and administration. The Executive Director shall have responsibility for the day-to-day administration of MPO operations, supervision of MPO staff, consultants and contractors, establishment of procedures and operational policies governing MPO administration and staff, and such other responsibilities as are set forth in the MPO bylaws.

**Section 6.02. Administrative Support.** The MPO shall operate as an independent legal entity, employ its own staff, and enter into any contracts necessary or convenient for its operations and administration. The MPO may contract for office space and administrative support and, alternatively or additionally, enter into arrangements with one or more of the member cities or counties for such purposes, setting forth the nature, scope and terms of service and method of compensation therefore. Such compensation may be by direct payment, by credit against monies due under Section 7.01, or a combination thereof.

**Section 6.03. Recommendations and Reports.** The Executive Director shall have responsibility to ensure that the Board timely receives all necessary and appropriate recommendations and reports for the efficient performance of the MPO's obligations. Unless otherwise provided by law or MPO bylaws, all recommendations and reports by MPO staff, consultants, contractors, committees and advisory bodies shall be directed to the Executive Director, who will thereafter formulate a recommendation(s) or report to the Board for consideration and coordinate such staff and other presentations to the Board as appropriate.

**Section 6.04. Delegation.** The Board may, in accordance with MPO bylaws, delegate authority to one or more of its members to act on behalf of the Board as necessary for the efficient and effective performance of MPO obligations. The MPO bylaws shall provide procedures and criteria for such delegation, which shall ensure that such delegation is limited in scope and time appropriate for the intended purpose and as necessary to comply with law and is subject to Board ratification or approval whenever practicable. Any such delegation shall be subject to the requirements of the Sunshine Law, when applicable. Additionally, the Board may, in accordance with MPO bylaws, delegate certain duties to the Executive Director, subject to such limitations in scope, direction and supervision by the Board as appropriate for the intended purpose and as necessary to comply with law.

**Section 6.05 General Counsel.** The MPO may employ a general counsel, who shall serve under contract and at the pleasure of the Board, providing legal counsel and services to the MPO and its Executive Director at the direction of the Board, the Board Chairman and the Executive Director.

## **ARTICLE 7 FUNDING; INVENTORY REPORT; RECORD-KEEPING**

**Section 7.01. Funding.** Pursuant to Section 339.175(6)(f), Florida Statutes, the Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds. The MPO will be responsible for the establishment of procedures and operational policies governing all other MPO funding allocations and responsibilities as set forth in the MPO bylaws.

**Section 7.02. Inventory report.** The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, 49 CFR Part 18, and all other applicable federal regulations.

**Section 7.03. Record-keeping and document retention.** The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, and Chapter 119, Florida Statutes. The Executive Director or his designee shall be the custodian of official MPO records.

## **ARTICLE 8 MISCELLANEOUS PROVISIONS**

**Section 8.01. Constitutional or statutory duties and responsibilities of parties.** This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

**Section 8.02. Amendment of Agreement.** Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

**Section 8.03. Duration; withdrawal procedure.**

(a) **Duration.** This Agreement shall remain in effect until terminated by mutual agreement of all parties to this Agreement. The Governor shall review the composition of the MPO membership in conjunction with the decennial census as prepared by the United States Department of Commerce, Bureau of Census, and reapportion it as necessary to comply with Section 339.175, Florida Statutes, as appropriate. During examination of the MPO apportionment by the Governor, this Agreement shall also be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) **Withdrawal procedure.** Any party, except Leon County and the City of Tallahassee as the United States Bureau of the Census designated central city, may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement and the MPO, at least 90 days prior to the intended date of withdrawal. Withdrawal of one or more members of this MPO shall not result in termination of this Agreement or the MPO. Unless agreed in writing by the remaining members of the MPO, withdrawal by a member shall be effective at the end of the MPO's fiscal year during which the memorandum of withdrawal was received, and any financial or other obligation of the withdrawing member shall remain in effect for the remainder of said fiscal year. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR 450.310(l)(2), adding membership to the MPO does not automatically require re-designation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

**Section 8.04. Notices.** All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be as provided in the MPO bylaws. All notices to the Department shall be addressed to the District Three Secretary, Florida Department of Transportation, Post Office Box 607, Chipley, Florida 32428.

**Section 8.05. Interpretation.**

(a) **Drafters of Agreement.** The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Renumbering or Revisions to Statutory Provisions. To the extent that any statutory revisions occur between the date of this Agreement and its five-year review, it is the intent of the CRTPA to incorporate the changes or renumbering of the statutory provisions into this Agreement.

(d) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word “shall” is mandatory, and “may” is permissive.

**Section 8.06. Enforcement by parties hereto.** In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney’s fees in connection with such proceeding.

**Section 8.07. Agreement execution; Use of counterpart signature pages.** This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such, counterparts together shall constitute one and the same instrument.

**Section 8.08. Effective date; Cost of recordation.**

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Counties of GADSDEN, JEFFERSON, LEON and WAKULLA hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its records.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Passed and adopted by the Board of County Commissioners of Gadsden County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Brenda Holt  
**Chairperson, Board of County Commissioners**

**ATTEST:**  
NICHOLAS THOMAS, CLERK OF THE COURT  
GADSDEN COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
GADSDEN COUNTY ATTORNEY

BY: \_\_\_\_\_  
Clayton F. Knowles, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Board of County Commissioners of Jefferson County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Stephen Walker  
**Chairman, Board of County Commissioners**

**ATTEST:**  
KIRK REAMS, CLERK OF THE COURT  
JEFFERSON COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
JEFFERSON COUNTY ATTORNEY

BY: \_\_\_\_\_  
T. Buckingham Bird, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Board of County Commissioners of Leon County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Rick Minor  
**Chairman, Board of County Commissioners**

**ATTEST:**  
GWEN MARSHALL, CLERK OF THE CIRCUIT COURT  
& COMPTROLLER  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Chasity H. O'Steen, Esq.

*(Signature Pages Continue)*



Passed and adopted by the Board of County Commissioners of Wakulla County, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
RALPH THOMAS  
**Chairman, Board of County Commissioners**

**ATTEST:**  
GREG JAMES, CLERK OF THE COURT  
WAKULLA COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
WAKULLA COUNTY ATTORNEY

BY: \_\_\_\_\_  
Heather Encinosa, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Chattahoochee City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
ANN WILLIAMS  
**Mayor, City of Chattahoochee**

**ATTEST:**  
MARINDA WILSON, CLERK  
CITY OF CHATTAHOOCHEE, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF CHATTAHOOCHEE ATTORNEY

BY: \_\_\_\_\_  
Jim Miller, Attorney

*(Signature Pages Continue)*

Passed and adopted by the Gretna City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Evelyn Riley Goldwire  
**Mayor, City of Gretna**

**ATTEST:**  
KAREN CONDRY, CLERK  
CITY OF GRETNA, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF GRETNA ATTORNEY

BY: \_\_\_\_\_  
Harold Knowles, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Midway City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ella Parker Dickey  
**Mayor, City of Midway**

**ATTEST:**  
FRANCES HARRELL, CITY CLERK  
CITY OF MIDWAY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF MIDWAY ATTORNEY

BY: \_\_\_\_\_  
Anthony Thomas, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Quincy City Commission, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Ronte R. Harris  
**Mayor, City of Quincy**

**ATTEST:**  
JANICE SHACKELFORD, CITY CLERK  
CITY OF QUINCY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF QUINCY ATTORNEY

BY: \_\_\_\_\_  
Gary Roberts, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Tallahassee City Commission, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
John E. Dailey  
**Mayor, City of Tallahassee**

**ATTEST:**  
JAMES O. COOK, IV, TREASURER-CLERK  
CITY OF TALLAHASSEE, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Cassandra K. Jackson, Esq.

*(Signature Pages Continue)*

Passed and adopted by the Greensboro Town Council, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Lamar Alday  
**Mayor, Town of Greensboro**

**ATTEST:**  
JEANETTE WHITE, CLERK  
TOWN OF GREENSBORO, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
TOWN OF GREENSBORO

BY: \_\_\_\_\_  
Attorney

*(Signature Pages Continue)*

Passed and adopted by the Havana Town Council, this \_\_\_\_ day of \_\_\_\_\_, 2021.

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Decorkus Allen  
**Mayor, Town of Havana**

**ATTEST:**

SHEILA EVANS, CLERK  
TOWN OF HAVANA, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
TOWN OF HAVANA

BY: \_\_\_\_\_  
Alex Hinson, Esq.

*(Signature Pages Continue)*



Passed and adopted by the School Board of Leon County, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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Georgia “Joy” Bowen, Chair  
**School Board of Leon County**

**ATTEST:**

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
SCHOOL BOARD OF LEON COUNTY

BY: \_\_\_\_\_  
Opal McKinney-Williams, Esq.

*(Signature Pages Continue)*

Agreed to by the State of Florida Department of Transportation, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Phillip Gainer, P.E.  
**FDOT District III Secretary**

**ATTEST:**

BY: \_\_\_\_\_  
Executive Secretary

Legal Review:  
OFFICE OF THE GENERAL COUNSEL

BY: \_\_\_\_\_

*(Signature Pages Continue)*

APPROVED AS TO FORM AND LEGALITY:  
CRTPA GENERAL COUNSEL

BY: \_\_\_\_\_  
Thornton Williams, Esq.

## ATTACHMENT 2: PROPOSED VOTING STRUCTURE

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### Proposed CRTPA Bylaws Update

Once the Agreement is signed by all parties, the CRTPA bylaws will be updated to reflect the voting structure as follows:

Governmental Entity	Current		Proposed		
	Number of Members	Voting Points	Number of Members	Votes	
Leon County School Board	1	1	1	0	Advisory
Jefferson County <sup>1</sup>	1	4	1	1	
Gadsden County	1	8	1	1	
Wakulla County <sup>2</sup>	1	8	1	1	
Gadsden Municipalities <sup>3</sup>	1	5	1	1	
Leon County <sup>4</sup>	-	37	3	3	
City of Tallahassee <sup>4</sup>	-	37	3	3	
Total		100		10	

<sup>1</sup> The County Representative will also represent the City of Monticello.

<sup>2</sup> The County Representative will also represent the Cities of St. Marks and Sopchoppy.

<sup>3</sup> The Municipalities of Chattahoochee, Greensboro, Gretna, Havana, Midway and Quincy will have a consolidated membership represented by one appointee.

<sup>4</sup> Leon County and the City of Tallahassee each will have three representatives.



15 October 2021

Honorable Jefferson County Board of County Commissioners  
c/o Scott Shirley, Land Use Attorney  
Ard Shirley & Rudolph, P.A.  
207 West Park Avenue, Suite B  
Tallahassee FL 32301

Re: Letter of Engagement  
Consulting Services for Goose Pasture Limestone Mine  
Jefferson County, Florida

Dear Mr. Shirley:

This letter offers to provide Lampl Herbert Consultants' natural resource consulting services to the Jefferson County Board of County Commissioners as a subconsultant to you under your contract for Land Use Attorney services to investigate and provide advice regarding the feasibility of reopening the county-owned Goose Pasture limestone mine through entering into a lease/services agreement with a third party.

LHC will work with Ard Shirley & Rudolph, P.A., Tallahassee to provide services that include review of selected documents related to the mine, a site visit, up to five individual consultations with Board members, and a meeting with the Board of County Commissioners. We will be available for multiple discussions to support your continuing work with Jefferson County.

We anticipate 50 hours of consulting time for these services not to exceed \$10,000 without prior approval from you. LHC's 2021 hourly labor rates are provided in **Attachment 1**. An introduction to LHC as an organization is provided in **Attachment 2**. Comprehensive information is provided at [www.lampl-herbert.com](http://www.lampl-herbert.com)



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Linda L. Lampl, PhD  
President/CEO

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Jefferson County Board of County Commissioners  
By: Scott Shirley, Land Use Attorney

## Attachment 1

### LHC 2021 Hourly Labor Rates

 <b>Commercial Rates - 2021</b>	
<b>Labor Category</b>	<b>Hourly Commercial Rates</b>
Principal	\$175
Senior Consultant	\$140
GIS Consultant	\$90
Environmental Scientist	\$90
Research Associate	\$90
Clerical	\$60



## **Attachment 2**

### **Lampl Herbert Consultants, Inc.**

Lampl Herbert Consultants (LHC) is a natural resource consulting firm based in Tallahassee, Florida, since 1978. LHC works with clients in the private, non-profit, and government sectors, providing services that include business management, environmental consulting, community engagement/public relations, and geology. All projects involve knowledge and understanding of the people and political issues related to resource development, including activities associated with mining.

LHC brings a diverse set of experiences to mineral projects. For example, our team has identified economic options for inactive limestone mines; tracked blasting operations for compliance with Florida vibration regulations; conducted exploratory drilling to identify market, transportation, and regulatory options for specific sand-producing sites, and conducted research to evaluate statewide supply and transportation options for strategic aggregates. Separately, the LHC team is called on to review applications and reports for compliance with local land use, water, and environmental regulations related to extraction of phosphate.

Please see [www.lampl-herbert.com](http://www.lampl-herbert.com) for additional information, including links to the “Strategic Aggregates Study: Sources, Constraints, and Economic Value of Limestone and Sand in Florida” conducted by LHC for the Florida Department of Transportation.

