



# Jefferson County Board of County Commissioners

Thursday, April 20, 2023 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. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

### 4. CONSENT AGENDA

- a. Vouchers
- b. Meeting Minutes

#### Attachments:

- **3/16/2023** (Revised-3-16-2023\_draft\_BOCC\_Minutes.docx)
- **3/16/2023 Workshop** (Revised-3-16-2023\_BCC\_Special\_Exception\_Workshop\_Minutes.docx)

### c. Nextera Fund Balance

### d. Request to Advertise Solar Ordinance

To be Heard on Planning 5/11, BOCC 5/18 & 6/1

#### Attachments:

- **Proposed Solar Ordinance** (Solar\_Draft\_Ordinance\_for\_BOCC\_4.14.23.docx)
- **Solar Ordinance Advertisement** (Agenda\_Item\_-\_Solar\_Ordinance\_Advertising.doc)

### e. SHIP Change Order

#### Attachments:

- **Greene** (Greene\_Change\_Order\_Recommendation\_Memo\_-\_2-15-2023.pdf)

### f. Ratification RAO Support

### 5. GENERAL BUSINESS

### a. Homestead Barn Enforcement

#### Attachments:

- **Cover Letter** (Agenda\_Item\_-\_Winchester\_Event\_Venue\_v2.doc)

### b. Budget Amendment

### c. Tri-County Agreement

#### Attachments:

- **Tri-Cpunity** (Agenda\_Item\_-\_Tri\_County.doc)
- **Final Agreement** (Broadband\_Agreement\_-\_Tri-County\_Electric\_Inc\_FINAL\_4.14.23.pdf)

**6. CLERK OF COURTS**

**7. COUNTY ENGINEER**

**8. COUNTY ATTORNEY**

**a. Buglar Rd Cemetery Update**

**Attachments:**

- **Cover Letter** (Agenda\_Item\_-\_Ellis\_McKinnie\_Cemetery.doc)

**9. COUNTY MANAGER**

**10. COUNTY COMMISSIONERS**

**11. 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 is a place 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.

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.*

# JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

## Regular Session

March 16, 2023

6:00 P.M.

The Board met this date in regular session.

Present were Chairman Chris Tuten, Commissioners Gene Hall, Austin Hosford, Stephen Walker, and JT Surles. Also present were County Manager Shannon Metty and our County Attorney Evan Rosenthal.

1. Chairman Tuten called the meeting to order. Commissioner Hall led the invocation and pledge.
2. **On a motion made by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the Board approved the Consent Agenda consisting of the attached vouchers to be paid, the account list, the Commissioners report, the minutes from the February 16<sup>th</sup> regular session BOCC meeting, the Emergency Approval – Contingency Payment for the Extension Office vehicle and the attached SCRAP/SCOP/CIGP Resolutions (Ashville Highway, Aucilla Bridge, Boston Highway, Cook Road, Old Lloyd Road and Turney Anderson Road).**
3. The County Manager, Shannon Metty introduced item 6a, Ridge Road Assessment Update/Options. After much discussion from the audience and Board concerning the rising cost of materials for road work, **on a motion by Commissioner Surles, seconded by Commissioner Walker, carried by a 4-1 vote (Hosford opposed), the Board approved three options for the landowners to take back to their Association. The options were to: issue refunds, move forward with the current proposal with adjusted prices and fees, or come up with a reduced costs and work assessment that would be suitable for the Association. Once the Association determines how it would like to proceed, the issue can come back before the Board.**
4. County Attorney Evan Rosenthal introduced item 6b, Letter of Opposition to House Bill 1197 Removing Home Rule Authority Regarding Water Management. **On a motion by Commissioner Hall, seconded by Commissioner Hosford, and unanimously carried, the Board approved for Chairman Tuten to draft a letter of opposition.**
5. County Attorney Evan Rosenthal introduced item 6c, Flock License Plate Reader Camera Agreement. Attorney Rosenthal advised the County to procure the readers by stating that the vendor was a sole source instead of going through a competitive procurement process and utilize Contingency for the fund source. **On a motion by Commissioner Walker, seconded by Commissioner Surles, and unanimously carried, and unanimously carried the Board approved moving forward.**
6. County Attorney Evan Rosenthal introduced item 6d, Affordable Housing Advisory Committee. After discussion, several citizens were tentatively added, pending their acceptance. **On a motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the Board approved the Committee with the changes, pending the acceptance of each of the newly proposed members.**

7. County Attorney Evan Rosenthal introduced item 6e, Second Harvest MOU. **On a motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the Board approved the attached Cover Letter and MOU.**
8. The County Engineer gave an update on their current projects.
9. County Manager, Shannon Metty gave an update on the road bond, as well as the hiring process for the County Budget Officer position. She also informed the Board that there will be a workshop on April 6<sup>th</sup>, 2023, at 5pm to discuss solar.
10. Commissioner Hosford wanted the Board to start thinking about if the County expanded taking over private road projects, how may this affect the county budget and the potential need expansion within the Road Department.
11. **On motion by Commissioner Surles, seconded by Commissioner Walker, and unanimously carried, the meeting was adjourned.**

**Board of County Commissioners  
Jefferson County, Florida**

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Chris Tuten, Chairman

ATTEST:

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Kirk Reams, Clerk of Court

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Special Session – Special Exceptions Workshop**  
**March 16, 2023**  
**5:00 P.M.**

The Board met on this date for a workshop session on Special Exceptions. Present were Chairman Chris Tuten, Commissioners Gene Hall, Austin Hosford, Stephen Walker, and JT Surles. Also present were County Manager Shannon Metty and County Attorney Evan Rosenthal.

1. Chairman Tuten called the Special Exceptions Workshop meeting to order.
2. County Manager, Shannon Metty opened by letting the Commission know that the Planning Board has held two meetings and worked through all current special exceptions to each of the County's land zoning categories.
3. County Manager Metty went through the current special exceptions in each land zoning categories and explained areas of concern from the Planning Commission.
4. There was extensive conversation between the Board regarding their concerns and the provided direction for their proposed modifications and changes.
5. County Manager Metty will make the necessary changes prior to moving forward.
6. Chairman Tuten closed the workshop.

**Board of County Commissioners**  
**Jefferson County, Florida**

\_\_\_\_\_  
Chris Tuten, Chairman

ATTEST:

\_\_\_\_\_  
Kirk Reams, Clerk of Court

**ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY FLORIDA, RELATED TO SOLAR PHOTOVOLTAIC COLLECTOR SYSTEMS; AMENDING SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINITIONS; AMENDING SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN AGRICULTURAL LAND USE DISTRICTS; AMENDING SECTION 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE CONSERVATION LAND USE DISTRICT; AMENDING SECTION 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES IN THE INDUSTRIAL LAND USE DISTRICT; AMENDING SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO SMALL SCALE SOLAR FACILITIES; AMENDING SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO LARGE SCALE SOLAR FACILITIES; AMENDING SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATING TO DEFINITIONS; AMENDING SECTION 9.4.4 OF THE LAND DEVELOPMENT CODE PERTAINING TO MAJOR MULTI-FAMILY RESIDENTIAL SITE PLANS; AMENDING SECTION 5.3.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE PERTAINING TO BUFFERING AND LANDSCAPE BUFFERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is the intent of Jefferson County Board of County Commissioners to make provisions for appropriate land uses, to promote, protect, and improve the public health, safety, and welfare of Jefferson County's residents, while maximizing economic benefits and minimizing threats to natural and man-made resources; and

**WHEREAS**, the demand for renewable energy in Florida has resulted in increasing interest on the part of property owners, energy companies, and utilities in developing solar photovoltaic collector systems to provide renewable energy from sunlight; and

**WHEREAS**, although the County currently has development standards for large and small solar photovoltaic collector systems, greater specificity is needed to ensure applicants are on notice

of the requirements for such systems and to ensure the County's Land Development Code is in compliance with Florida law; and

**WHEREAS**, in Section 163.3205, Florida Statutes, the Florida Legislature mandates that solar facilities are to be a permitted use in all agricultural land use categories in a local government comprehensive plan; and

**WHEREAS**, Section 163.3205, Florida Statutes, further requires that solar facilities must comply with the setback and landscaped buffer area criteria for other similar uses in agricultural districts, but that such requirements may not exceed the requirements for similar uses involving the construction of other facilities that are permitted in those districts; and

**WHEREAS**, it is the intent of the Jefferson County Board of County Commissioners to ensure the rural character of Jefferson County is being preserved and that all development is consistent with promoting such rural character; and

**WHEREAS**, the Jefferson County Board of County Commissioners has determined that this Ordinance is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

**NOW, THEREFORE, BE IT ORDAINED** by the Jefferson County Board of County Commissioners as follows:

**SECTION 1. AMENDMENT OF SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 1.3.0 of the Jefferson County Land Development Code, entitled "Definitions Used Throughout This Code," is hereby amended as follows:

**1.3.0. DEFINITIONS USED THROUGHOUT THIS CODE:**

All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the Board of County Commissioners (the Board) may be fully carried out. The words, terms, and phrases, used throughout this Code shall be interpreted so as to give them the meaning they have in common usage and to give this Code it's most reasonable application. The definitions and meanings ascribed to them are outlined below and are to be used in this Code, except where the context clearly indicates a different meaning. Unless otherwise specifically provided herein, terms shall have the meanings prescribed by the statutes of the State of Florida for such terms.

\* \* \*

Decommissioning - the removal of all equipment, infrastructure, and facilities used for electricity generation on a property containing a Solar Facility, except for a Roof Mounted Solar System, and restoration of such property to its pre-development condition.



\* \* \*

Large Scale Solar Facility - a Solar Facility not meeting the definition of Small Scale Solar Facility. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

\* \* \*

Roof Mounted Solar System - a Solar Facility that is mounted or installed on the roof of a building. All Roof Mounted Solar Systems are considered Small Scale Solar Facilities regardless of size.

\* \* \*

Small Scale Solar Facility - a Solar Facility that occupies one (1) acre or less per parcel and is used primarily to reduce or offset on-site consumption of electrical power and including all Roof Mounted Solar Systems. For purposes of this definition, Solar Facilities proposed on multiple abutting parcels under common control shall be considered Large Scale Solar Facilities if the total area of the system on all such parcels exceeds one (1) acre in size.

Solar Facility - a production facility for electric power which:

- a) Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.
- b) Consists principally of photovoltaic modules, a mounting or racking system, power inverters, transformers, collection systems, battery systems, fire suppression equipment, and associated components.
- c) May include accessory administration or maintenance buildings, electric transmission lines, substations, energy storage equipment, and related accessory uses and structures.

\* \* \*

Stormwater Management System: A system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

[underline indicates addition; ~~strikethrough~~ indicates deletion]

**SECTION 2. AMENDMENT OF SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.2.1 of the Jefferson County Land Development Code, entitled “Agricultural Land Use Districts: AG-20, AG-5, and AG-3,” is hereby amended as follows:

**2.2.1. AGRICULTURAL LAND USE DISTRICTS: AG-20, AG-5, AND AG-3**

The Comprehensive Plan 2025 Jefferson County, Florida, specifically makes the following statement: *“Farming is the basic intent of Agricultural land use areas. Residential use is allowed but secondary in nature and must accept all characteristic farm activities of: noise, smells, dust, spray odors, timber clearing, etc.”* Agricultural properties can generally be defined as commercial properties since the end result of agricultural activities are to produce revenue for the owner from the produced end product of the animals raised or the crops harvested. The three Agriculture land use districts generally differ in density standards for residential development, some permitted uses, and some setback standards.

A. The following types of uses are allowed in the Agriculture 20 Land Use District:

\* \* \*

14) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

B. The following types of uses are allowed in the Agriculture 5 Land Use District:

\* \* \*

13) Solar ~~Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Solar ~~Photovoltaic Collector Systems~~ Facilities require approval as a major development ~~and special exception~~).

C. The following types of uses are allowed in the Agriculture 3 Land Use District:

\* \* \*

10) ~~Small Scale Solar Photovoltaic Collector Systems~~ Facilities as are allowed by LDC Section 2.11.0 (Large Scale Facilities require approval as a major development).

[underline indicates addition; ~~strikethrough~~ indicates deletion]

**SECTION 3. AMENDMENT OF SECTIONS 2.2.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.2.2 of the Jefferson County Land Development Code, entitled “Conservation,” is hereby amended as follows:

### **2.2.2. CONSERVATION**

The following uses are allowed in the Conservation land use district.

1. Agricultural (silviculture only, subject to Best Management Practices)
2. Outdoor Recreational (recreational activities consistent with protection of the area)
3. Linear Distribution/Collection Facilities and Communication Facilities
4. The owner of a tract of record that existed as of July 19, 1990, which is designated Conservation in its entirety may construct a personal residence on the tract.
5. ~~Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.~~

[underline indicates addition; ~~strike through~~ indicates deletion]

**SECTION 4. AMENDMENT OF SECTIONS 2.2.5 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.2.5 of the Jefferson County Land Development Code, entitled “Industrial,” is hereby amended as follows:

### **2.2.5. INDUSTRIAL**

The following types of uses are allowed in the Industrial land use district. Specifically prohibited are hazardous waste and medical waste disposal facilities.

\* \* \*

- 5) Small Scale Solar Facilities ~~Photovoltaic Collector Systems~~ as are allowed by LDC Section 2.11.0 ~~(Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception).~~

[underline indicates addition; ~~strike through~~ indicates deletion]

**SECTION 5. AMENDMENT OF SECTION 2.11.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.11.3 of the Jefferson County Land Development Code, entitled “Small Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

### **2.11.3 SMALL SCALE SOLAR FACILITIES COLLECTOR SYSTEMS**

1. Small Scale Solar Facilities ~~Collectors~~ are allowed in all ~~Zoning~~ Land Use Districts, except the Conservation Land Use District. All Small Scale Solar Facilities shall be subject to review and approval by the Planning Official. The Planning Official may require that any proposed Small Scale Solar Facility be reviewed as a Large Scale Solar Facility based on site characteristics or proposed

system features, including but not limited to size of the facility and whether the electricity generated is intended for off-site use.

\* \* \*

### 3. Ground Mounted Solar Facilities ~~Systems~~

\* \* \*

~~iv. To be considered a small scale system, only one five (5) acre Photovoltaic System is allowed per parcel. A second 5 acre plot will be reviewed as a Large Scale Solar Collector as require a Special Exception Review.~~

4. Damaged solar panels shall be removed, repaired, or replaced within ninety (90) days of the damage with one extension at the request of the property owner. The ground shall at all times remain free of debris from damaged solar panels.

5. Decommissioning and removal of Small Scale Solar Facilities shall be the responsibility of the property owner upon abandonment. A Small Scale Solar Facility shall be considered abandoned if the system ceases to generate electricity for a period of twelve (12) consecutive months. Reports of electrical power production shall be provided to the County upon request. An abandoned Small Scale Solar Facility shall be decommissioned and removed within one hundred eighty (180) days from the time it is deemed abandoned as provided herein. The owner may request an extension of time in which to return the Small Scale Solar Facility to operation, which shall be supported by a plan and proposed timeline for resuming operation, provided however, that no extension of time shall be granted for more than a total of twenty four (24) months past the above date for decommissioning due to abandonment.

[underline indicates addition; ~~strikethrough~~ indicates deletion]

**SECTION 6. AMENDMENT OF SECTION 2.11.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.11.4 of the Jefferson County Land Development Code, entitled “Large Scale Solar Photovoltaic Collector Systems,” is hereby amended as follows:

#### **2.11.4 LARGE SCALE SOLAR FACILITIES COLLECTOR SYSTEMS**

1. Large Scale Solar Facilities ~~Collection Systems~~ ~~are only allowed in Ag 20, Ag 5, or Industrial Zoning Districts and~~ shall be subject to review as a Major Development pursuant to LDC Section 9.4.0 ~~and Special Exception pursuant to LDC Section 9.15.0.~~ In accordance with Section 163.3205, Florida Statutes, it is determined that electric utility substations are the most similar use to Large Scale Solar Facilities.

2. In an order to protect the rural and agricultural lands of the County, the maximum size of ~~one a~~ Large Scale Solar ~~Facility Collector System~~ is 640 ~~Utilized~~ acres, equal to one square mile. ~~The County is also limiting the total Utilized acreage of all Large Scale Solar Collectors to 2,560 acres or 4 square miles.~~ The determination of the maximum allowable size of a system hereunder shall be based on the footprint of acreage actually utilized by the solar panels and associated structures, and shall not include any areas not actually occupied such as setbacks, buffers, wetlands, and areas voluntarily avoided. Large Scale Solar Facilities shall be subject to and shall not exceed the maximum allowable Impervious Surface Ratio for public service uses/facilities within the applicable land use district.

3. Setbacks. All components of a Large Scale Solar Facility shall comply with the setback requirements for electric utility substations as provided in LDC Section 5.10.1.C. ~~Setbacks for Roadways (classifications based on LDC Section 5.4.0A)~~

- ~~i. Arterial and Major Collector Roadways 100feet.~~
- ~~ii. Minor Collector Roadways 100feet.~~
- ~~iii. Local Roads 100feet.~~

4. Buffering. Large Scale Solar Facilities shall comply with the landscape and buffering requirements contained in LDC Section 5.3.4. Large Scale Solar Facilities shall be considered a “High Impact” use for purposes of application of the buffering and landscape requirements contained in LDC Section 5.3.4.

- ~~i. All plans submitted shall portray a 100ft. Type C buffer, where the project property borders vacant land or land in non-residential use in accordance with LDC Table 5.3.4.C Landscape Buffer Standards.~~
- ~~ii. Where the Solar Field borders an established residential use or residential property, twice the distance of the standards established in Subsection 4 I above is required.~~
- ~~iii. The buffers can consist of natural vegetation, but may also require additional planting to meet Type C Standard. All planted buffers need to be native to North Florida and spaced so as to allow for mature growth.~~
- ~~iv. All plans submitted shall portray Type C buffer along all roadways.~~

\* \* \*

## 12. Decommissioning

The property owner and/or current operator of a Large Scale Solar Facility shall be responsible for the Decommissioning decommissioning of such system and removal of upon abandonment (as defined herein) or upon revocation of the major development and special exception approval. In the event of abandonment of a Large Scale Solar Facility, the decommissioning shall be completed within the time period provided in paragraph 11 above. In the event of revocation of major development approval for the Large Scale Solar Facility, decommissioning shall be

completed within 90 days. With respect to decommissioning, all ~~All~~ operators/owners shall comply with the following:

i. As part of the development review application, a decommissioning plan shall be prepared and submitted which depicts the final site conditions after the ~~solar collection facility~~ Large Scale Solar Facility has been removed from the property. Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations and conduits (above and below ground). In the alternative, poles, piles, foundations and other support infrastructure can be shown as remaining in the decommissioning plan if consistent with the planned future beneficial use of the property, as may also be consistent with the allowed uses in the Land Development Code. The decommissioning plan shall include an engineer's estimate, signed and sealed, of the cost of fully implementing the decommissioning plan. The estimated cost of implementing the decommissioning plan shall not be reduced based on cost of removal of poles, piles, foundations or other support infrastructure that are proposed to remain. The estimated cost of implementing the decommissioning plan shall not be reduced based upon the salvage value of any materials or equipment. ~~The estimated cost of implementing the decommissioning plan may be reduced based on the salvage value of any materials or equipment only if such salvage is also reassessed as part of periodic update of the engineer's estimate of costs for implementing the decommissioning plan.~~ A new/updated engineer's estimate of costs for implementing the decommissioning plan shall be prepared and submitted to the Planning Department no less often than once every five (5) years following the original approval date. ~~If, as part of such new/updated engineer's estimate, it is determined that the salvage value has decreased, the amount of such decrease shall be accounted for in the cost of decommissioning and in the evidence of financial responsibility provided under Subsection ii herein below. Thereafter, such salvage value shall be reassessed every two (2) years, and any additional reductions in salvage value accounted for in the evidence of financial responsibility.~~

ii. Evidence of financial responsibility to implement the decommissioning plan shall be submitted as part of the original application, and shall be ~~furnished~~ updated no less often than once every five (5) years thereafter, as well as upon change of the property owner and/or operator, upon change in the financial responsibility form/mechanism relied upon, or as otherwise required by this code. Evidence of financial responsibility shall be in the form of insurance, ~~surety~~ surety bond, cash bond, trust fund or letter of credit. The County may require a change in the financial responsibility form/mechanism relied upon should it come to the attention of the County that the evidence of financial responsibility as previously submitted has become deficient. Evidence of financial responsibility shall be in the amount of one hundred fifty percent (150%) of the engineer's estimated cost to implement the decommissioning plan, which estimated cost shall be updated no less than once every five (5) years after initial submission and each time the evidence of financial responsibility is otherwise updated, as provided herein.

iii. Any transfer of the County approval of a Large Scale Solar Facility Collection System issued hereunder shall not be deemed complete unless and until the transferee has demonstrated financial responsibility for decommissioning of the facility in the same manner as required for initial approval.

\* \* \*

#### 14. Stormwater.

All applicants for a Large Scale Solar Facility shall obtain a valid FDEP ERP Stormwater Permit for the Stormwater Management System associated with same. In addition, the following requirements shall apply to the Stormwater Management System associated with any Large Scale Solar Facility and the property on which it is located:

- i. The Stormwater Management System shall be designed by a Florida Registered Professional Engineer and meet all applicable criteria of ERP Applicant's Handbook Volume II in addition to the requirements set forth herein.
- ii. The Stormwater Management System shall meet the criteria for at least one of the Best Management Practices (BMP) types for water quality treatment as listed in Part V of Applicant's Handbook Volume II.
- iii. The Stormwater Management System shall be designed to accept at minimum the first 1.25 inches of stormwater from any rainfall event over the entire drainage basin for the property which contains the Large Scale Solar Facility, as established by a Florida Registered Professional Engineer.
- iv. 80% of the total surface area of all solar panels on the property shall be considered as impervious area in the design of the Stormwater Management System and the calculation of the Impervious Surface Ratio for the property.
- v. Channelization shall not occur on the property post-development. Documentation and calculations shall be provided to the Planning Department by a Florida Registered Professional Engineer demonstrating that channelization of the runoff generated by the property will not occur.
- vi. A maximum slope of 5% or less shall be maintained on any area of the property which contains solar panels or that is otherwise subject to development.
- vii. Prior to installation of solar panels, if the entire site is mass graded, the understory vegetation (grass) shall be fully stabilized.

viii.A minimum of 70% of the ground on the property shall contain grass or similar understory vegetation.

ix.Each row of solar panels shall be separated by a minimum of 15 feet or 1.5 times the width of the solar panels (whichever is greater) from the next nearest row of solar panels to allow for adequate transportation of runoff and to ensure sustainability of adequate ground cover. The distance shall be measured from edge of panel to edge of panel for panels that are in a fixed orientation. For panels that rotate or track, the distance shall be measured with the panels oriented perpendicular to the ground.

x.No components of the Stormwater Management System shall be located within 20 feet of a solar panel.

xi.No components of the Stormwater Management System may be located in any required buffer area.

15. Access. An all-weather access road (or roads) shall be installed on the property sufficient to provide access to all areas of the property by fire and emergency rescue vehicles and equipment. No portion of the road may be within the required buffer area. The road, which may be paved or unpaved, shall be a minimum of 25 feet in width and shall support a minimum 50,000 pound vehicle.

[underline indicates addition; ~~strike through~~ indicates deletion]

**SECTION 7. AMENDMENT OF SECTION 5.10.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 5.10.1 of the Jefferson County Land Development Code, entitled “Linear Distribution/Collection/Transmission Facilities and Substations,” is hereby amended as follows:

**5.10.1. LINEAR DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS**

\* \* \*

C. Setbacks from existing structures and property lines shall be as required by Federal and State regulations or laws.

1. For purposes of electric substations in land use districts where residential is an allowed use, permanent equipment and structures shall be a minimum of 100 feet from the property line.

2. For purposes of electric substations in land use districts where residential is not an allowed use, permanent equipment and structures shall comply with the requirements for nonresidential developments in LDC Section 5.1.3.



**SECTION 8. REPEAL OF SECTION 2.11.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 2.11.2 of the Jefferson County Land Development Code, entitled “Definitions,” is hereby repealed in its entirety.

**SECTION 9. AMENDMENT OF SECTION 5.3.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 5.3.4 of the Jefferson County Land Development Code, entitled “Buffering and Landscape Buffers,” is hereby amended as follows:

\* \* \*

**B. How to Determine Landscape Buffer Requirements**

\* \* \*

4. Select the desired landscape buffer option from those set forth in Table 5.34.C. Landscape Buffer Standards (Visual):

<b>TABLE 5.3.4.C. – LANDSCAPE BUFFER STANDARDS (VISUAL)</b>			
Whenever possible, buffering between new and existing developments should be accomplished through the preservation of existing trees and natural vegetation. The buffering requirements listed herein are suggested minimum requirements. Developers are encouraged to involve the affected owners of properties adjacent to new projects in the design of buffers between their properties to result in a mutually agreed-upon configuration. A buffer may be less than the requirements listed herein provided a written agreement of the property owners on both sides of the adjacent properties is submitted to and approved by the Planning Official. A copy of all such agreements shall be placed in the appropriate project file in the Planning Department or recorded in the Public Records of Jefferson County (Clerk’s office).			
<b>STANDARD</b>	<b>TYPE A</b>	<b>TYPE B</b>	<b>TYPE C</b>
1. Height	Six Feet (6’)	Eight Feet (8’)	Eight Feet (8’)
2. Opacity	40%	70%	100%
3. Width	The minimum width shall be the building setback distance, except when adjacent to a road, minimum width shall be 10 feet (see note 5. Shrubs).	The minimum width shall be 1.5 times the building setback distance, except when adjacent to a road, minimum width shall be 10 feet (see note 5. Shrubs).	The minimum width shall be 2 times the building setback distance, except when adjacent to a road, minimum width shall be 10 feet (see note 5. Shrubs).
4. Trees	Tree placement along perimeter buffers shall be placed to allow an even, mature growth of the species’ natural canopy.		
5. Shrubs	Midstory growth placement shall provide coverage from ground cover to the lowest level of tree canopies; except along commercial road frontage where visibility of the front of businesses from the street is necessary for security and marketing purposes, hedge and/or shrub growth shall be tall enough to block the headlights of parked vehicles from shining into the adjacent street(s). Lowest level of frontage tree canopies shall be fifteen feet (15’) above the ground		
6. Understory	Ground cover shall be provided by any combination of grass, mulch, flowers, etc.		
7. Fencing (Optional)	If fencing is to be utilized to provide the required opacity, plantings shall be placed on the interior (new development) side of the fence to ensure the provision and maintenance of required site landscaping areas (example: required parking perimeter and interior island landscape areas).		

5. In addition to maintaining the required landscape buffer along the perimeter of the property in accordance with Table 5.3.4.C, to attenuate the visual impact caused by large developments, all developments classified as High Impact that are more than 50 acres in size shall

be required to install and maintain the required visual landscape buffer at a minimum of successive 50 acre intervals inside the boundaries of the property.

6. To provide visual variety, the edges of perimeter landscaped buffers may meander provided that:

- 1) the total area of the constructed landscape buffer is equal to or greater than the total area of the landscape buffer if the entire landscape buffer was parallel to the property line,
- 2) the required minimum opacity level is maintained along the entire length,
- 3) and the landscape buffer measures a minimum of five feet in width at all points along the perimeter of the property line of the site required to construct a landscape buffer.

[underline indicates addition; ~~striketrough~~ indicates deletion]

**SECTION 10. AMENDMENT OF SECTION 9.4.4 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.** Section 9.4.4 of the Jefferson County Land Development Code, entitled “Major Non-Residential Subdivisions and Site Plans,” is hereby amended as follows:

A. A general description of development including the following:

\* \* \*

F. For proposed developments consisting of more than 40,000 square feet of impervious area, a phase I cultural resource survey assessment of the property shall be conducted.

[underline indicates addition; ~~striketrough~~ indicates deletion]

## **SECTION 11. CODIFICATION.**

A. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Jefferson County Land Development Code, and that the sections of this Ordinance may be renumbered to accomplish such intent.

B. In accordance with the amendments made in Section 1 of this Ordinance, all references in the Jefferson County Land Development Code to “Solar Photovoltaic Collector Systems” shall be amended to “Solar Facilities;” all references to “Small Scale Solar Photovoltaic Collector Systems” shall be amended to “Small Scale Solar Facilities;” and all references to “Large Scale Solar Photovoltaic Systems” shall be amended to “Large Scale Solar Facilities.”

## **SECTION 12. SEVERABILITY.**

Should any section or provision of this Ordinance or any portion thereof, or any paragraph,

sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

**SECTION 13. CONFLICT.**

All ordinances or parts of ordinances in conflict herewith are, to the extent of such of conflict, hereby repealed.

**SECTION 14. EFFECTIVE DATE.**

A certified copy of this Ordinance shall be filed with the Department of State within ten (10) days after its enactment by the Board and shall take effect as provided by law.

**PASSED AND DULY ADOPTED** with a quorum present and voting by the Board of County Commissioners of Jefferson County this \_\_\_\_ day of \_\_\_\_, 202\_\_.

BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA

\_\_\_\_\_  
Chris Tuten, Chairman

ATTESTED BY:

\_\_\_\_\_  
Kirk Reams, Clerk of Court

APPROVED AS TO FORM

\_\_\_\_\_  
Heather Encinosa, County Attorney

# Planning Commission of County Commissioners

## Agenda Request

Date of Meeting: April 20, 2023

Date Submitted: April 14, 2023

To: Honorable Chairman and Members of the Board of County Commissioners

From: Shannon Metty, County Manager  
Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Request Board Approval to Schedule and Advertise Public Hearings for Proposed Solar Facilities Ordinance

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### **Statement of Issue:**

This agenda item requests Board approval to schedule and advertise the required public hearings to consider adoption of an ordinance making revisions to the County's regulations concerning solar facilities. The ordinance will require three public hearings, one before the Planning Commission, and two before the Board of County Commissioners, due to the fact that the ordinance proposes changes to the list of permitted and prohibited uses within land use categories.

### **Background:**

In 2021, the Florida Legislature adopted Section 163.3205, Florida Statutes, which provides as follows:

§ 163.3205. Solar facility approval process. —

---

(1) It is the intent of the Legislature to encourage renewable solar electrical generation throughout this state. It is essential that solar facilities and associated electric infrastructure be constructed and maintained in various locations throughout this state in order to ensure the availability of renewable energy production, which is critical to this state's energy and economic future.

(2) As used in this section, the term "solar facility" means a production facility for electric power which:

(a) Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.

(b) Consists principally of photovoltaic modules, a mounting or racking system, power inverters, transformers, collection systems, battery systems, fire suppression equipment, and associated components.

(c) May include accessory administration or maintenance buildings, electric transmission lines, substations, energy storage equipment, and related accessory uses and structures.

(3) A solar facility shall be a permitted use in all agricultural land use categories in a local government comprehensive plan and all agricultural zoning districts within an unincorporated area and must comply with the setback and landscaped buffer area criteria for other similar uses in the agricultural district.

(4) A county may adopt an ordinance specifying buffer and landscaping requirements for solar facilities. Such requirements may not exceed the requirements for similar uses involving the construction of other facilities that are permitted uses in agricultural land use categories and zoning districts.

(5) This section does not apply to any site that was the subject of an application to construct a solar facility submitted to a local governmental entity before July 1, 2021.

The requirements of this statute necessitate certain revisions to the County's existing solar ordinance to comply with the applicable land use district requirements, and the buffer and set back mandates.

In considering the proposed ordinance, the Board should also be cognizant of Section 57.112, Florida Statutes, which provides that in the event a lawsuit is filed against a local government to challenge adoption or enforcement of a local ordinance on the grounds that it is expressly preempted by state law, the court must award attorney's fees to the prevailing party.

**Analysis:**

To bring the solar ordinance in compliance with the new state statute and to make further revisions for clarity and ease of administration, the following changes are being recommended:

- (1) Moving solar definitions to the general LDC definition section, revising definitions to be consistent with new state law, adding definitions for decommissioning, Roof Mounted Solar, Stormwater Management System, and modifying the small scale definition to be limited to an acre, as opposed to five acres.
- (2) In accordance with Section 163.3205, FS, Solar Facilities are made allowable uses in AG-20, AG-5, and AG-3. Only Small Scale Solar Facilities are allowed in Residential 1 & 2, Prison, Industrial (formerly allowed large and small scale solar facilities), Mixed Use, and Interchange Business. No Solar Facilities are allowed in conservation. There is no special exception required for Large or Small Scale Solar Facilities.
- (3) Added requirements to Small Scale Solar Facilities LDC Section 2.11.3 to require the same obligations with regard to damaged panels as with Large Scale Solar Facilities in the existing ordinance, and added minimal decommissioning requirements for abandoned Small Scale Solar Facilities.
- (4) Modified the Large Scale Solar Facilities LDC Section 2.11.4 to provide that these facilities are most similar to electric substations for purposes of Section 163.3205, F.S., removed the cap on total acreage allowed in the county for solar facilities to comply with Section 163.3205, FS., provided that Large Scale Solar Facilities have to comply with setback requirements for electric utility substations in LDC Section 5.10.1 (100 feet), provided that Large Scale Solar Facilities must comply with buffering requirements as a High Impact Use

- pursuant to LDC Section 5.3.4., modified the decommissioning requirements to clarify and remove the salvage value credit, and require engineer's estimated cost of decommissioning to be updated a minimum of once every five years in order to account for potential inflation.
- (5) Amended LDC Section 5.10.1 regarding setbacks for electric substations to clarify that setbacks in land use districts with residential are 100 feet from the property line and that setbacks in land use districts with no residential are as set forth in Section 5.1.3 for nonresidential. These are intended to comply with state law requirements for electric substations. Currently electric substation setbacks in the LDC are deferred to state or federal law. In accordance with Section 163.3208, Florida Statutes, in nonresidential areas the setbacks for electric substations must be consistent with similar uses and in residential areas the setbacks for electric substations can be a maximum of 100 feet.
  - (6) Repealed 2.11.2 of the LDC (old solar only definitions section).
  - (7) Directed terminology revisions in the codification section to match new definitions, which are based on state law.
  - (8) Added requirement that large scale solar facilities provide an all weather access road sufficient to provide access to all areas of the property by fire and emergency rescue vehicles and equipment.
  - (9) Requires all large scale solar facilities to obtain an ERP for stormwater from FDEP and comply with additional County stormwater regulations which include:
    - a. The Stormwater Management System shall be designed to accept at minimum the first 1.25 inches of stormwater from any rainfall event over the entire drainage basin for the property.
    - b. 80% of the total surface area of all solar panels on the property shall be considered as impervious area in the design of the Stormwater Management System and the calculation of the Impervious Surface Ratio for the property.
    - c. A maximum slope of 5% or less shall be maintained on any area of the property which contains solar panels or that is otherwise subject to development.
    - d. Channelization may not occur on the property post-development.
    - e. A minimum of 70% of the ground on the property shall contain grass or similar understory vegetation.
    - f. The property shall not exceed the allowable Impervious Surface Ratio for public service uses/facilities within the applicable land use district. For properties within the AG 3, 5, and 20 land use districts, the maximum impervious surface coverage is 35%.
    - g. All solar arrays shall be separated by a minimum of 12 feet from the next nearest solar array to allow for adequate transportation and sheet flow of runoff and to ensure sustainability of adequate ground cover.

Additionally, following the Board workshop on April 6, 2023, the following revisions to the Ordinance were added, as requested by the Board:

- (1) Requirement that all proposed non-residential major developments containing more than 40,000 square feet of impervious area must provide a phase 1 cultural resource assessment survey.

- (2) To attenuate the visual impact caused by large developments, all developments classified as High Impact that are more than 50 acres in size shall be required to install the required visual landscape buffer at a minimum of successive 50 acre intervals inside the boundaries of the property.
- (3) Each row of solar panels shall be separated by a minimum of 15 feet or 1.5 times the width of the solar panels (whichever is greater) from the next nearest row of solar panels to allow for adequate transportation of runoff and to ensure sustainability of adequate ground cover.

**Attachments:**

Draft Solar Facilities Ordinance  
Current Ordinance



## MEMORANDUM

TO: Jefferson County Board of County Commissioners

FROM: Jay Moseley, Senior Consultant – GSG, Inc. 

SUBJECT: Change Order Approval

DATE: February 15, 2023

### General Note Regarding Change Orders

There are various items that might be necessary for a complete house that must receive a Certificate of Occupancy, but due to program limitations, the necessity of inclusion cannot be determined until the house is under contract with an eligible SHIP applicant. In the case of Anthony Greene, the bid received included alternate bids for septic system repairs.

During the permitting process, the health department is requiring the replacement of the existing drain field.

Homeowner	Contractor	Amount
Anthony Greene	Certified Roofing and Const., Inc.	\$3,500.00

Motion # 1 – Motion to approve the change order as noted.

Motion # 2 - This amount also exceeds the maximum SHIP award of \$100,000 - motion to exceed the limit.

Attachments: Change Order w/Back-Up Documentation.



**Jefferson Change Order  
CONTRACT FOR REHABILITATION WORK**

~~~~Backup paperwork is needed with change order~~~~

|                                          |         |                                                                                                             |          |           |
|------------------------------------------|---------|-------------------------------------------------------------------------------------------------------------|----------|-----------|
| Change Order #                           |         | One (1)                                                                                                     |          |           |
| Owner                                    |         | Anthony Greene                                                                                              |          |           |
| Contractor                               |         | Certified Roofing + Construction                                                                            |          |           |
| Jobsite Address                          |         | 251 Rudolph Lane Monticello, FL 32344                                                                       |          |           |
|                                          |         | Original Contract Price                                                                                     |          | \$127,000 |
| Item #                                   | Spec #  | Description of Work                                                                                         | Location | Price     |
| 004                                      | Kitchen | Homeowner wants to keep his stove and Refrigerator - they are new - instead install new washer and Dryer NC |          | \$ - 0 -  |
| 006                                      | Septic  | Drain field needs replaced alternate B per write up                                                         |          | \$ 3500   |
| (please carry total to form below) TOTAL |         |                                                                                                             |          | \$ 3500   |

The Contract for Rehabilitation Work entered into on \_\_\_\_\_, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

This Change Order hereby becomes an integral part of the Contract, pursuant to Sections 18 and 19 of the Contract.

|                                          |         |                                        |            |
|------------------------------------------|---------|----------------------------------------|------------|
| The Contract amount is hereby amended by | \$ 3500 | in SHIP funds bringing the total to    | \$ 130,500 |
| The Contract amount is hereby amended by | \$      | in private funds bringing the total to | \$         |

The work completion deadline:

|                                     |                                                             |
|-------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/>            | Is not extended                                             |
| <input type="checkbox"/>            | Is extended to                                              |
| <input checked="" type="checkbox"/> | Occupancy of the structure will be as originally contracted |
| <input type="checkbox"/>            | The structure will be vacant for an additional _____ days   |

|                      |         |                                     |         |
|----------------------|---------|-------------------------------------|---------|
| Charlotte Plerson    | 2/14/23 | <input checked="" type="checkbox"/> | 2/14/23 |
| Contractor Signature | Date    | Owner Signature                     | Date    |
| 2/15/23              |         |                                     |         |
| Housing Rehab Spec.  | Date    | Local Government Rep                | Date    |



STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM  
EXISTING SYSTEM AND SYSTEM REPAIR EVALUATION

PERMIT #

APPLICANT: Certified Roofing and Contruction

CONTRACTOR / AGENT: Demco Environmental, LLC

LOT: BLOCK: SUBDIV: ID#: 18 1N 4E 011-000  
S-0180

TO BE COMPLETED BY FLORIDA REGISTERED ENGINEER, DEPARTMENT EMPLOYEE, SEPTIC TANK CONTRACTOR OR OTHER CERTIFIED PERSON. SIGN AND SEAL ALL SUBMITTED DOCUMENTS. COMPLETE ALL APPLICABLE ITEMS. COMPLETE TANK CERTIFICATION BELOW OR NOTE IN REMARKS WHY THE TANKS CANNOT BE CERTIFIED.

EXISTING TANK INFORMATION

|         |                             |                  |                    |                  |
|---------|-----------------------------|------------------|--------------------|------------------|
| [1,050] | GALLONS SEPTIC TANK/GPD ATU | LEGEND: 5'x8'11" | MATERIAL: concrete | BAFFLED: [X / N] |
| [ ]     | GALLONS SEPTIC TANK/GPD ATU | LEGEND:          | MATERIAL:          | BAFFLED: [X / N] |
| [ ]     | GALLONS GREASE INTERCEPTOR  | LEGEND:          | MATERIAL:          |                  |
| [ ]     | GALLONS DOSING TANK         | LEGEND:          | MATERIAL:          | # PUMPS: [ ]     |

I CERTIFY THAT THE LISTED TANKS WERE PUMPED ON 07/28/22 BY Demco Environmental, LLC HAVE THE VOLUMES SPECIFIED AS DETERMINED BY [ DIMENSIONS / FILLING / LEGEND ], ARE FREE OF OBSERVABLE DEFECTS OR LEAKS, AND HAVE A [ SOLIDS DEFLECTION DEVICE / OUTLET FILTER DEVICE ] INSTALLED  
Kyle Register Demco Environmental, LLC 8/2/22

SIGNATURE OF LICENSED CONTRACTOR BUSINESS NAME DATE

EXISTING DRAINFIELD INFORMATION

|                                                                                             |                                       |                            |                       |
|---------------------------------------------------------------------------------------------|---------------------------------------|----------------------------|-----------------------|
| [400]                                                                                       | SQUARE FEET PRIMARY DRAINFIELD SYSTEM | NO. OF TRENCHES [ 3 ]      | DIMENSIONS: 10' x 40' |
| [ ]                                                                                         | SQUARE FEET                           | SYSTEM NO. OF TRENCHES [ ] | DIMENSIONS: 1' x 1'   |
| TYPE OF SYSTEM: [X] STANDARD [ ] FILLED [ ] MOUND [ ]                                       |                                       |                            |                       |
| CONFIGURATION: [X] TRENCH [ ] BED [ ]                                                       |                                       |                            |                       |
| DESIGN: [X] HEADER [ ] D-BOX [X] GRAVITY SYSTEM [ ] DOSED SYSTEM                            |                                       |                            |                       |
| ELEVATION OF BOTTOM OF DRAINFIELD IN RELATION TO NATURAL GRADE 28" INCHES [ ABOVE / BELOW ] |                                       |                            |                       |

SYSTEM FAILURE AND REPAIR INFORMATION

|          |                                    |                                           |
|----------|------------------------------------|-------------------------------------------|
| [ 1995 ] | SYSTEM INSTALLATION DATE           | TYPE OF WASTE [X] DOMESTIC [ ] COMMERCIAL |
| [ ]      | GPD ESTIMATED SEWAGE FLOW BASED ON | [ ] METERED WATER [ ] TABLE 1, 62-6 FAC   |

|                                                                    |
|--------------------------------------------------------------------|
| SITE [ ] DRAINAGE STRUCTURES [ ] POOL [ ] PATIO / DECK [ ] PARKING |
| CONDITIONS: [ ] SLOPING PROPERTY [X] Flat back yard                |

|                                                                              |
|------------------------------------------------------------------------------|
| NATURE OF [ ] HYDRAULIC OVERLOAD [ ] SOILS [X] MAINTENANCE [ ] SYSTEM DAMAGE |
| FAILURE: [ ] DRAINAGE / RUN OFF [ ] ROOTS [ ] WATER TABLE [ ]                |

|                                                                       |
|-----------------------------------------------------------------------|
| FAILURE [ ] SEWAGE ON GROUND [ ] TANK [ ] D BOX/HEADER [ ] DRAINFIELD |
| SYMPTOM: [ ] PLUMBING BACKUP [ ]                                      |

REMARKS/ADDITIONAL CRITERIA

Tank condition is solid with no defects, drainfield at 27 years old and is toward the end of its life span

Replace Drain Field

SUBMITTED BY: Kyle Register TITLE/LICENSE Owner/ 0890521 DATE: 8/2/22





7/29/2022

Demco Environmental LLC  
5550 Springhill Rd.  
Tallahassee, FL 32305  
850-544-5610  
SR # 0890521

**Septic System Inspection – 251 Rudolph Lane, Monticello, FL**

To: Charlotte Johnson,

The septic inspection for 251 Rudolph Lane was completed on 7/29/22. We located the tank approximately 10' behind the back left corner of the house. The tank was a single 1,050 gallon concrete tank with a baffle in the middle. The tank was in excellent shape. There were no cracks, leaks, or defects of any kind. We do not recommend a tank replacement. The tank can be re-used. We pumped the tank completely. There was quite a bit of built up grease on the inlet side of tank. You could tell where it has made its way over to the outlet side of tank. The existing drain field is a gravel system approximately 350 sq. ft. Based off of the 27 year age of the existing drain field and the amount of grease that has potentially effected the existing drain field, we recommend installing a new field.

Sincerely,

Chris Register



# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: April 20, 2023

Date Submitted: April 12, 2023

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Update Concerning Winchester v. Jefferson County, Second Judicial Circuit Court Case No. 2022-CA-0075

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### **Statement of Issue:**

This agenda item provides the Board with an update concerning the status of Winchester v. Jefferson County, Second Judicial Circuit Court Case No. 2022-CA-0075, in which the Plaintiffs, owners of property located at 409 Whitehouse Road, Monticello, FL, 32344 (the “Property”), are appealing an Order issued by the County’s Code Enforcement Special Magistrate finding them in violation of multiple sections of the County’s Land Development Code (“Code”) pertaining to the operation of an event venue on the Property known as the “Homestead Barn.”

### **Background:**

In April and July 2021, two Notices of Violation were sent to the Plaintiffs stating that the property at 409 Whitehouse Road, which contained the Homestead Barn, was in violation of sections 1.4.1 (Development Permit Required), 1.4.2 (Regulated Activities Enumerated), 9.0.0 (Development Permit Requirements), 2.2.0 (Allowable Uses Within Each Land Use District), 2.2.1 (Uses Allowable Within Agricultural Land Use Districts) of the County’s Land Development Code. In November 2021, a hearing before the Special Magistrate was held, following which the Special Magistrate issued an order finding the following violations on the Property:

VIOLATION (1): Engaging in commercial special events operations without required permits for structure and use.

VIOLATION (2): Operating a commercial special events/wedding venue in an AG-5 land use district, a use not allowed as of right (without a special exception) in such a district.

VIOLATION (3): Operating a commercial special events/wedding venue in an AG-5 land use district without first obtaining a Special Exception Approval as a Commercial Outdoor Recreation Use.

The Plaintiffs appealed the Special Magistrate's order to circuit court. The County is represented in this matter by the Warner Law Firm, P.A. (the "Warner Firm"). The County Attorney consulted with attorneys from the Warner Firm who indicated that as of October 2022, all briefs have been submitted to the court, however the court has not issued an order as of this time and it is unknown when an order may be forthcoming. The attorneys indicated they intend to seek a case management conference (a conference between the court and the parties' attorneys to discuss scheduling and other administrative matters related to the case) in the near future and may have a better understanding on the timing for resolution after that conference.

**Analysis:**

As described above, the County took code enforcement action against this Property and the County's code enforcement special magistrate found it in violation of multiple provisions of the County's Land Development Code. While the property owners have appealed the special magistrate's order, unless and until the circuit court issues an order reversing the special magistrate's order, any continued operation of the Homestead Barn on the property would be in violation of the special magistrate's order.

To the extent the Homestead Barn continues to operate and the Board desires to pursue additional enforcement action for these more recent violations, the County has the option of pursuing an injunction against the property owner to cease operations. This involves filing a separate lawsuit in circuit court seeking to have the court declare that continued operation of the Homestead Barn is unlawful and that the Property owners are enjoined further operation of the Homestead Barn. If the Board wishes to pursue this approach, it may authorize the Office of the County Attorney to file a lawsuit for declaratory and/or injunctive relief against the property and otherwise pursue all necessary and available legal action to enjoin further violation of the County's Code on the Property. Such an action would be litigation services that are billed hourly under the existing Agreement for County Attorney Services, dated as of July 7, 2022. The Board should be aware that in the event the property owners are enjoined from operation of the Homestead Barn and then that decision is later reversed, the property owners may pursue a claim against the County for any damages the property owners may suffer stemming from the loss of their ability to operate the Homestead Barn.

It should also be noted that to the extent that operation of the Homestead Barn is creating nuisance conditions on adjacent properties, such adjacent property owners may have the ability to pursue their own private civil lawsuits against the Property.

**Options:**

1. Authorize the Office of the County Attorney to file a lawsuit for declaratory and/or injunctive relief against the property owner and otherwise pursue all necessary and available legal action to enjoin further violation of the County's Code on the Property located at 409 Whitehouse Road, Monticello, FL, 32344.
2. Do Not Authorize the Office of the County Attorney to file a lawsuit for declaratory and/or

injunctive relief against the property owner and otherwise pursue all necessary and available legal action to enjoin further violation of the County's Code on the Property located at 409 Whitehouse Road, Monticello, FL, 32344.

3. Board Direction.

**Recommendation:**

Option #3

# **Board of County Commissioners**

## **Agenda Request**

Date of Meeting: April 20, 2023

Date Submitted: April 12, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager  
Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Approval of Broadband Funding Agreement Between Jefferson County and Tri County Electric Cooperative, Inc.

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### **Statement of Issue:**

This agenda item requests approval of the Broadband Funding Agreement Between Jefferson County and Tri County Electric Cooperative, Inc.

### **Background:**

A March 2022 report, prepared by Government Services Group, Inc. found that the County suffers from severe gaps in broadband availability, and many residents and businesses within the County presently lack access to high-speed, reliable, and affordable broadband internet service.

The Board has budgeted \$3,500,00 in legally available funds to assist with the provision of these needed broadband services within the County and previously determined to partner with Tri County Electric, Inc. in this project.

### **Analysis:**

As provided in the proposed agreement, Tri County will cause the following broadband project to be designed, permitted, installed and constructed:

- Completion of Ashville Highway Area (Exhibit B to the agreement) – June 2023
- Completion of Boston Highway Area (Exhibit C to the agreement) – July 2023
- Completion of Lake Road Area (Exhibit D to the agreement) – September 2023
- Completion of Aucilla Subdivision Area (Exhibit E to the agreement) – November 2023
- Completion of Phase 2, St. Augustine Area (Exhibit F to the agreement) – no later than December 2024

As the project is completed, the County will pay Tri County, on a cost reimbursement basis, up to a maximum of \$3,500,000.00 to assist with construction and installation of those portions of the



Project. It is understood and agreed that all additional funding necessary in connection with the Project above and beyond this amount are the sole responsibility of Tri-County. Tri-County will be eligible for payment of the amount associated with each of the Milestones below upon full performance of each such Milestone. Full performance shall mean that construction and installation of the fiber optic cable and related facilities are complete and broadband service is available to all of the Eligible Service Locations described within each Milestone, as determined by the County in its sole discretion. The funding schedule is set forth below:

Milestone 1. Completion of Ashville Highway Area – 492 Eligible Service Locations, Estimated 65.95 Miles of Fiber Optic Cable - \$896,920

Milestone 2. Completion of Boston Highway Area – 260 Eligible Service Locations, Estimated 32.33 Miles of Fiber Optic Cable - \$439,688

Milestone 3. Completion of Lake Road Area – 357 Eligible Service Locations, Estimated 60.99 Miles of Fiber Optic Cable - \$829,464

Milestone 4. Completion of Aucilla Subdivision Area – 799 Eligible Service Locations, Estimated 99.27 Miles of Fiber Optic Cable \$1,333,928

**Options:**

1. Approve the Broadband Funding Agreement Between Jefferson County and Tri County Electric Cooperative, Inc.
2. Do Not Approve the Broadband Funding Agreement Between Jefferson County and Tri County Electric Cooperative, Inc.
3. Board Direction.

**Recommendation:**

Option #3

**BROADBAND FUNDING AGREEMENT BETWEEN JEFFERSON COUNTY AND  
TRI COUNTY ELECTRIC COOPERATIVE, INC.**

**THIS BROADBAND FUNDING AGREEMENT** (hereinafter referred to as “Agreement”) is entered into by and between **JEFFERSON COUNTY**, a political subdivision of the State of Florida, whose primary address is 450 Walnut Street, Monticello, FL 32344 (hereinafter referred to as the “County”), and **TRI COUNTY ELECTRIC COOPERATIVE, INC., a Florida not-for-profit corporation**, whose principal address is 28962 West US 90, Madison, FL (hereinafter referred to as “Tri-County”). Collectively, the County and Tri-County shall be referred to as “Parties” or individually as a “Party.”

**WHEREAS**, the National Telecommunications and Information Administration (NTIA) highlighted the growing necessity of broadband in daily lives through the NTIA Internet Use Survey data conducted in 2020, which determined that Americans turn to broadband internet service for every facet of daily life, including the critical areas of work, education, and healthcare; and

**WHEREAS**, with increased use of technology for daily activities and the movement by many businesses and schools to operating remotely during the COVID-19 pandemic, broadband has become even more critical for people to carry out their daily lives; and

**WHEREAS**, as further described in the March 2022 Jefferson County, Florida Broadband Infrastructure and Construction Plan – Final Report, prepared by Government Services Group, Inc. (the “Broadband Report”), the County suffers from severe gaps in broadband availability, and many residents and businesses within the County presently lack access to high-speed, reliable, and affordable broadband internet service; and

**WHEREAS**, Tri-County is a member-owned electric cooperative and a Florida Not-for-Profit corporation providing electric utility service to customers in its service area consisting of portions of Jefferson, Madison, and Taylor Counties; and

**WHEREAS**, Tri-County is currently undertaking construction of a fiber optic broadband network, including, but not limited to, approximately 2,200 miles of fiber optic cable and necessary appurtenant facilities such as transceivers, amplifiers, converters, and switches, that upon completion will provide broadband internet service (defined as high speed of at least 100 Mbps upload and download) to customers within its service area within Jefferson County, as more particularly described in Exhibits A-F hereto (the “Project”); and

**WHEREAS**, the Broadband Report recommends that the County partner with and support Tri-County’s pursuit of the Project; and

**WHEREAS**, upon completion, it is anticipated that the Project will significantly expand broadband access in Jefferson County; and

**WHEREAS**, while Tri-County has applied for and anticipates receiving state and/or federal grant funding for certain aspects of the Project, Tri-County currently only has sufficient

funding for approximately 60% of the total costs (estimated \$8,790,360) for the first phase of the Project, consisting of construction and installation of 258.54 miles of fiber optic cable and necessary appurtenant facilities within the County, which is estimated to make broadband service available to 1,908 Eligible Service Locations (defined as an existing home or business as of the Effective Date of this Agreement) within the County; and

**WHEREAS**, the County has legally available and non-appropriated funds consisting of \$3,000,000 from the County general fund as well as \$500,000 which is obligated to the County pursuant to an agreement between the County and Gulf Power Company, which is attached hereto as Exhibit G; and

**WHEREAS**, the Board of County Commissioners (“Board”) expressly finds, determines, and declares that the Project constitutes a valid public purpose and the Board desires to provide funding up to a maximum amount of \$3,500,000 to support Tri-County’s successful completion of phase 1 of the Project, subject to the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual benefits to be derived herefrom, the County and Tri-County do hereby agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

**SECTION 2. TERM.**

A. This Agreement shall begin upon execution by both Parties (the “Effective Date”) and shall remain in effect until December 31, 2024 (the “Termination Date”), unless extended by the County or terminated earlier in accordance with Section 7 hereof, except that the provisions contained within Sections 4, 6, 8, and 14 shall survive the termination of this Agreement.

B. All references to days herein shall refer to calendar days unless otherwise indicated.

**SECTION 3. PROJECT COMPLETION; ELIGIBLE COSTS; SUPPORTING DOCUMENTATION; PROCESSING OF REIMBURSEMENT REQUESTS.**

A. Tri-County shall cause the Project (as more particularly described in Exhibits A-F hereto) to be designed, permitted, installed and constructed, including phases 1 and 2. Tri-County shall proceed promptly through the installation and construction process for the Project and the various phases of the Project will achieve final completion in accordance with the following schedule:

Completion of Ashville Highway Area (Exhibit B) – June 2023

Completion of Boston Highway Area (Exhibit C) – July 2023

Completion of Lake Road Area (Exhibit D) – September 2023

Completion of Aucilla Subdivision Area (Exhibit E) – November 2023

Completion of Phase 2, St. Augustine Area (Exhibit F) – no later than December 2024

B. Subject to the terms and conditions of this Agreement, the County shall pay Tri-County, on a cost reimbursement basis, up to a maximum of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$3,500,000.00) to assist with construction and installation of those portions of the Project described in Exhibits “A-E” hereto. It is understood and agreed that all additional funding necessary in connection with the Project above and beyond this amount are the sole responsibility of Tri-County.

C. The funding provided by the County under this Agreement shall be provided on a cost reimbursement basis and shall be payable in accordance with the following payment schedule:

Milestone 1. Completion of Ashville Highway Area (Exhibit B) – 492 Eligible Service Locations, Estimated 65.95 Miles of Fiber Optic Cable - \$896,920

Milestone 2. Completion of Boston Highway Area (Exhibit C) – 260 Eligible Service Locations, Estimated 32.33 Miles of Fiber Optic Cable - \$439,688

Milestone 3. Completion of Lake Road Area (Exhibit D) – 357 Eligible Service Locations, Estimated 60.99 Miles of Fiber Optic Cable - \$829,464

Milestone 4. Completion of Aucilla Subdivision Area (Exhibit E) – 799 Eligible Service Locations, Estimated 99.27 Miles of Fiber Optic Cable \$1,333,928

D. Tri-County shall be eligible for payment of the amount associated with each of the above-described Milestones upon full performance of each such Milestone. Full performance shall mean that construction and installation of the fiber optic cable and related facilities are complete and broadband service is available to all of the Eligible Service Locations described within each Milestone, as determined by the County in its sole discretion. The County may require that Tri-County provide evidence to the satisfaction of the County demonstrating the availability of broadband service to all eligible service locations within each Milestone area.

E. Processing of Reimbursement Requests. All Payment Requests shall be accompanied by sufficient supporting documentation demonstrating full performance of the Milestone for which reimbursement is requested and evidence indicating that Tri-County has incurred costs associated with the construction and installation of the Milestone that equal or exceed the amount to be paid by the County (collectively the payment request and any supporting documentation shall hereinafter be referred to as the “Payment Request”). Such evidence may consist of paid invoices, receipts, bank statements, or other documentation acceptable to the County demonstrating that Tri-County has made actual payment of such incurred costs. Payment Requests shall be submitted to the County pursuant to the notice provisions contained in Section 10 hereof and addressed to the attention of the contact person described in Section 11 hereof. Within thirty (30) days after receipt of the Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in compliance with the terms of this Agreement. If it is determined there are any errors or inaccuracies in the Payment Request or if additional Supporting Documentation is required, the County shall notify Tri-County. Tri-County shall submit a revised Payment Request within ten (10) days of receipt of notice from

the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient supporting documentation until such deficiencies are corrected to the satisfaction of the County. Upon determination by the County that the Payment Request is sufficient, the County shall reimburse Tri-County in the amount associated with the applicable Milestone.

**SECTION 4. NO DUPLICATION OF BENEFIT; PAYMENT SUBJECT TO AVAILABILITY OF FUNDS.**

A. Tri-County hereby certifies and affirms that Tri-County's receipt of funding under this Agreement shall not result in a prohibited duplication of the benefits obtained by Tri-County from other programs, other local, state, or federal funding sources, private insurance, or other private organizations. Tri-County acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that Tri-County recovers costs incurred under this Agreement and reimbursed by the County from another source, Tri-County shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by Tri-County to the date repayment is made to the County by Tri-County.

B. The Parties acknowledge and agree that \$500,000 of the County's contemplated contribution to the Project under this Agreement shall be paid from funding under a certain agreement between the County and Gulf Power Company, which is attached hereto as Exhibit G (the "Gulf Power Agreement"). Under the Gulf Power Agreement, the County is required to submit proposed expenditures to Gulf Power for approval. The Parties acknowledge and agree that the County's obligation to pay Tri-County the \$500,000 in Gulf Power Agreement funds is expressly contingent upon the County receiving approval from Gulf Power that this is an allowable expenditure. In the event Gulf Power does not approve this expenditure, for any reason, the County's total funding commitment under Section 3.B. hereof shall be reduced from \$3,500,000 to \$3,000,000, and the payment associated with each Milestone under Section 3.C. shall be reduced pro rata.

**SECTION 5. REPORTING REQUIREMENTS.**

A. Financial and Performance Reports. On or before the sixtieth (60th) day after the execution of this Agreement and at least once every sixty (60) days thereafter for the duration of this Agreement, Tri-County shall submit financial and performance reports related to this Agreement and Tri-County's construction and implementation of the Project. Such financial and performance reports shall contain information concerning the status of Tri-County's construction and installation of the Project and a summary of costs incurred by Tri-County to date, along with such other documentation and information as the County may reasonably require to verify the progress of the Project and that Tri-County is expending funds toward the Project that equal or exceed the County's contributions.

B. Final Project Report. Within twenty (20) days following the Termination Date, Tri-County shall submit a “Final Project Report” confirming the successful completion of all Milestones and providing and such other information as the County may require.

**SECTION 6. INDEMNIFICATION.** To the fullest extent permitted by law, Tri-County shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement and the construction and installation of the Project.

**SECTION 7. DEFAULT; TERMINATION; FORCE MAJEURE.**

A. Termination for Cause. The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Tri-County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of a material failure of Tri-County to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide ten (10) days’ written notice of its intent to terminate and shall provide Tri-County an opportunity to consult with the County regarding the reason(s) for termination.

B. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. Termination due to Unavailability of Funds. In the event the County’s funding sources contemplated under this Agreement are either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to Tri-County.

D. Force Majeure. If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, Tri-County shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and Tri-County's intended timetable for implementation of such measures. If the County agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 15 hereof. For purposes of this Agreement, “force majeure event” shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of Tri-County, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of Tri-County and/or the County, provided that for purposes of this Agreement, COVID-19 and all events and occurrences related to same shall not be

considered a force majeure event. Failure to perform by Tri-County's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Tri-County shall not receive payment of any amounts contemplated under this Agreement after termination of this Agreement unless expressly authorized by the County prior to the effective date of termination.

## **SECTION 8. REMEDIES; FINANCIAL CONSEQUENCES.**

A. In the event that a task, deliverable, Milestone, or activity to be performed under this Agreement is deemed inconsistent with the terms and conditions of this Agreement by the County, Tri-County shall re-perform same, at no additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 7 hereof.

B. If Tri-County materially fails to comply with the terms and conditions of this Agreement, including, but not limited to, any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold payments to Tri-County pending correction of the deficiency by Tri-County.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Demand a refund, either in whole or in part, of the funds provided to Tri-County under this Agreement for non-compliance with the material terms of this Agreement. Tri-County, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by Tri-County to the date repayment is made by Tri-County to the County.
5. Take any other remedy that may be available to the County at law or equity.

**SECTION 9. COMPLIANCE WITH LAWS.** Tri-County shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Tri-County from compliance with same to the extent such law, regulation, or policy is applicable to Tri-County's performance under this Agreement.

**SECTION 10. NOTICE.** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 11. This Section shall not preclude routine communication by the Parties by other means.

**SECTION 11. CONTACTS.**

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

Shannon Metty  
County Manager  
445 West Palmer Mill Road  
Monticello, FL 32344  
850-342-0223  
smetty@jeffersoncountyfl.gov

Tri-County

Julius Hackett  
Chief Executive Officer  
2862 West US 90  
Madison, FL32340

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 10 hereof.

**SECTION 12. PHYSICAL ACCESS AND INSPECTION.** The County and its agents and personnel shall be given access to and may observe and inspect the Project.

**SECTION 13. AMENDMENTS.** All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

**SECTION 14. RECORDS; ACCESS TO RECORDS AND PERSONNEL.**

A. Tri-County shall comply with the Florida Public Records Law, codified at Chapter 119, F.S., as it relates to all records made or received in conjunction with this Agreement, which are public records under Florida law. Tri-County specifically shall:



1. Keep and maintain public records required by the County in order to perform the Project.

2. Upon request from the County, provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if Tri-County does not transfer all records to the County.

4. Transfer, at no cost, to County all public records in possession of Tri-County upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If Tri-County keeps and maintains public records upon the conclusion of this Agreement, Tri-County shall meet all applicable requirements for retaining public records that would apply to the County.

5. If Tri-County does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if Tri-County fails to provide records when requested, Tri-County may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

**B. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 342-0223 OR 445 W. PALMER MILL RD., MONTICELLO, FLORIDA 32344.**

C. Tri-County acknowledges and agrees that the County and its authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to Tri-County's personnel for the purpose of interview and discussion related to such documents.

D. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

E. Tri-County agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

#### **SECTION 15. MISCELLANEOUS.**

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation; Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

D. Entire Agreement; Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Jefferson County, Florida.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**JEFFERSONCOUNTY,  
FLORIDA**

**TRI-COUNTY ELECTRIC, INC.,  
a Florida for profit corporation**

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

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

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

Attest:

Attest:

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

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A**

**SUMMARY OF PORTION OF PROJECT ELIGIBLE FOR COUNTY  
REIMBURSEMENT**

| Substation          | Eligible Sub/Feeder | County    | Estimated Availability | Eligible Locations | Estimated Miles of Fiber | Est. CapEx   | County Contribution 40% | CapEX Grant Funding Eligible? | Grant Application Submitted? | County Districts |
|---------------------|---------------------|-----------|------------------------|--------------------|--------------------------|--------------|-------------------------|-------------------------------|------------------------------|------------------|
| Monticello          | Ashville Highway    | Jefferson | Jun-23                 | 492                | 65.95                    | \$2,242,300  | \$896,920               | N                             | N                            | 1                |
| Monticello          | Boston Highway      | Jefferson | Jul-23                 | 260                | 32.33                    | \$1,099,220  | \$439,688               | N                             | N                            | 1                |
| Monticello          | Lake Road           | Jefferson | Sep-23                 | 357                | 60.99                    | \$2,073,660  | \$829,464               | N                             | N                            | 2 & 4            |
| Monticello          | Aucilla Substation  | Jefferson | Nov-23                 | 799                | 99.27                    | \$3,375,180  | \$1,350,072             | N                             | N                            | 3                |
| Year 2023 Totals    |                     |           | 1,908                  | 258.54             | \$                       | 8,790,360    | \$ 3,516,144            | (rounded to \$3.5M)           |                              |                  |
| St. Augustine       | Highway 59/Lloyd    | Jefferson | 2024                   | 928                | 80.77                    | \$2,423,100  | \$0                     | Y                             | Y                            | 4                |
| St. Augustine       | St. Augustine       | Jefferson | 2024                   | 393                | 40.36                    | \$1,210,800  | \$0                     | Y                             | Y                            | 5                |
| St. Augustine       | Wacissa             | Jefferson | 2024                   | 295                | 37.81                    | \$1,134,300  | \$0                     | Y                             | Y                            | 5                |
| Year 2024 Totals    |                     |           | 1,616                  | 158.94             | \$                       | 4,768,200    | \$0                     |                               |                              |                  |
| TOTALS Project Cost |                     |           | 3,524                  | 709.4              |                          | \$16,933,740 |                         |                               |                              |                  |

Grants Application Submitted to DEO

Original Comcast Subsidy Request (Aug. 2022)  
Number of Homes Passed 898  
Miles of Fiber Not available  
Subsidy per Passing \$7,249

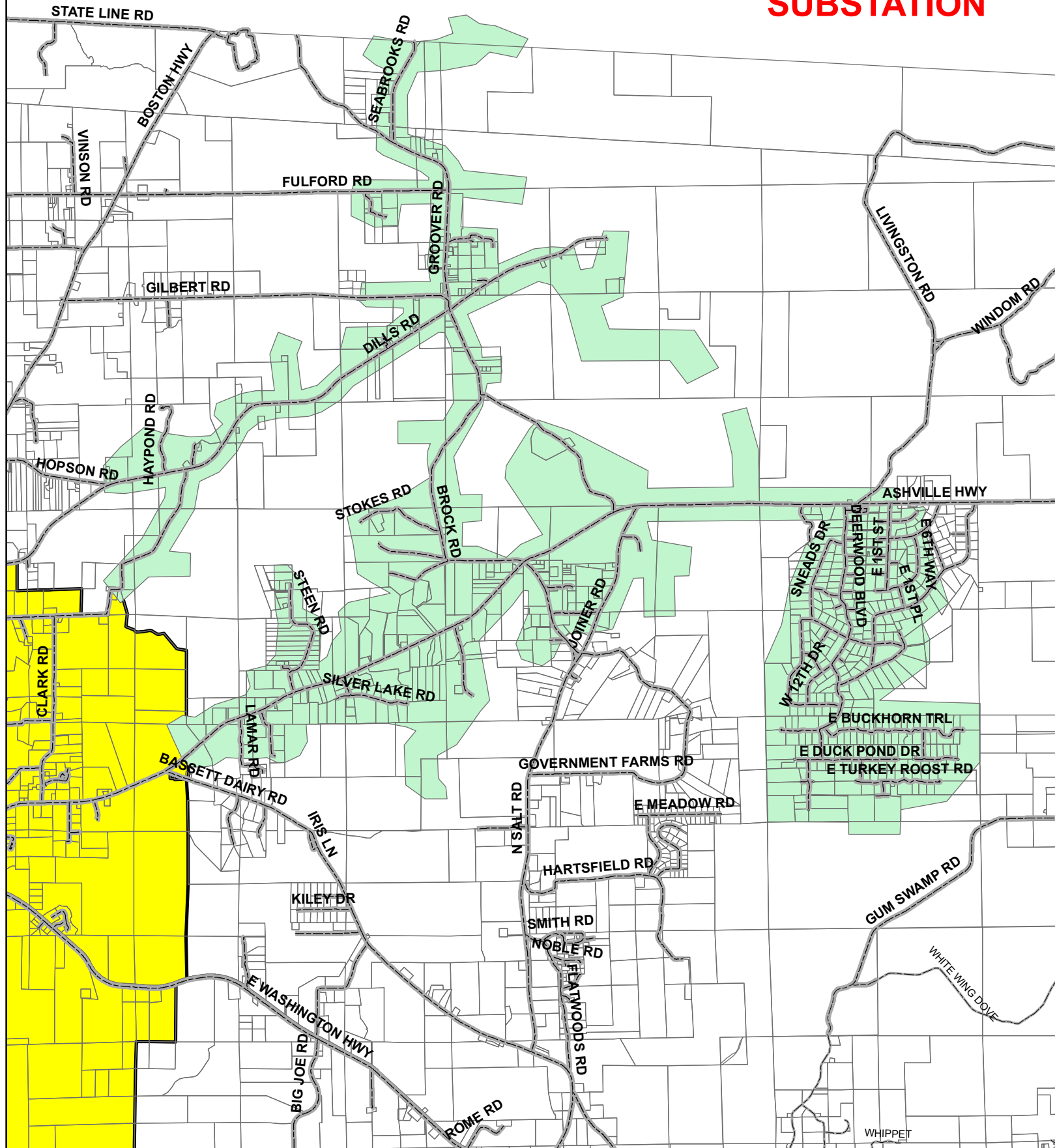
Tri-County Subsidy Request - Year 2023  
Number of Homes Passed in Year 2023 1,908  
Miles of Fiber 258.54  
Subsidy per Passing \$1,834

|                             | Elect. Meters | Houses | Commissioners |
|-----------------------------|---------------|--------|---------------|
| District 1                  | 1,640         | 1,394  | Mr. Tuten     |
| District 2                  | 138           | 117    | Mr. Hall      |
| District 3                  | 759           | 645    | Mr. Surles    |
| District 4                  | 629           | 535    | Mr. Hosford   |
| District 5                  | 980           | 833    | Mr. Walker    |
| Total House Passings (Est.) |               | 3,524  |               |

## **EXHIBIT B**

### **MILESTONE 1 – ASHEVILLE HIGHWAY AREA**

# MONTICELLO SUBSTATION



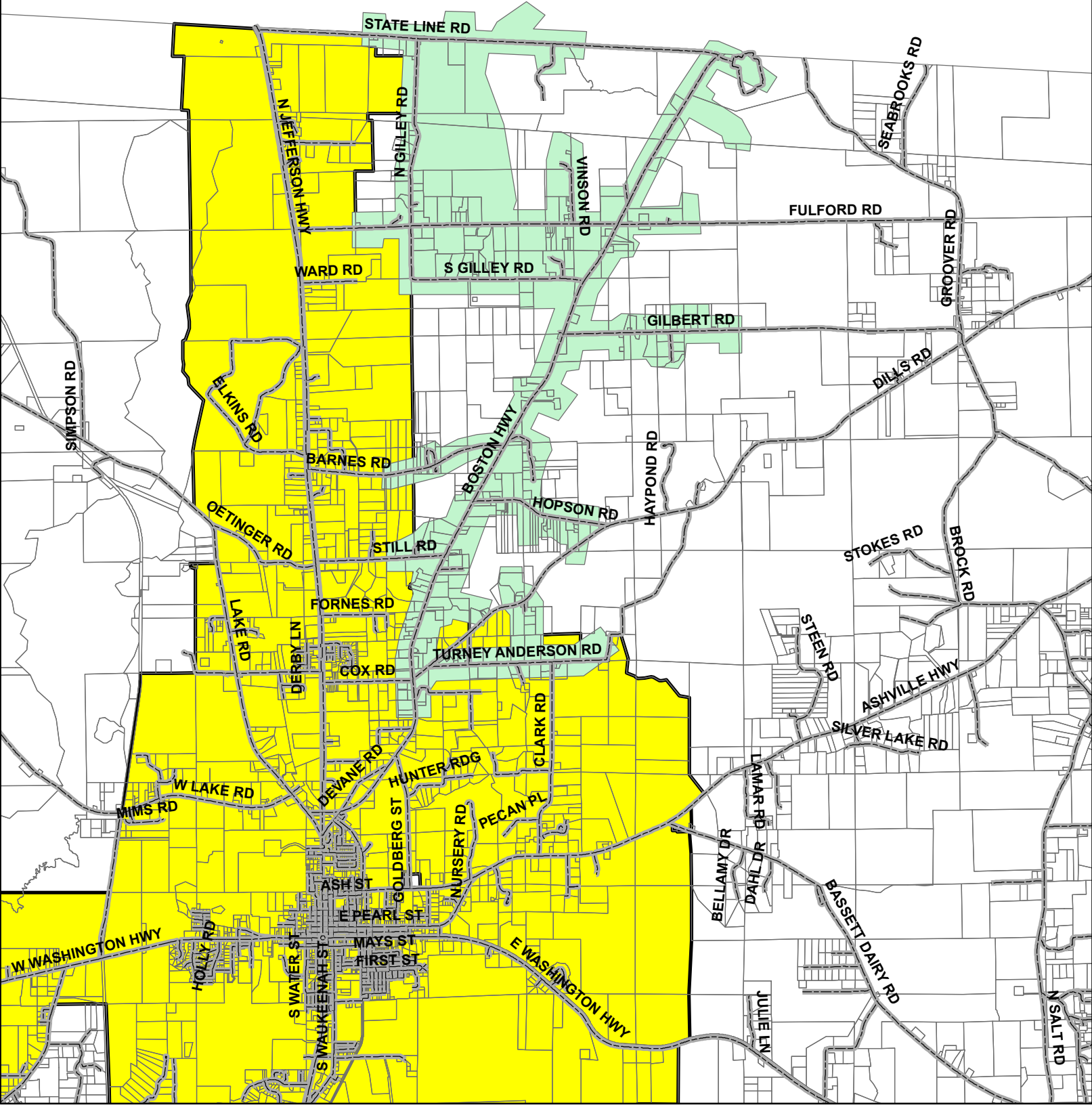
- ASHVILLE HWY CKT**
- DUKE ENERGY TERRITORY**

## **EXHIBIT C**

### **MILESTONE 2 – BOSTON HIGHWAY AREA**



**MONTICELLO  
SUBSTATION**

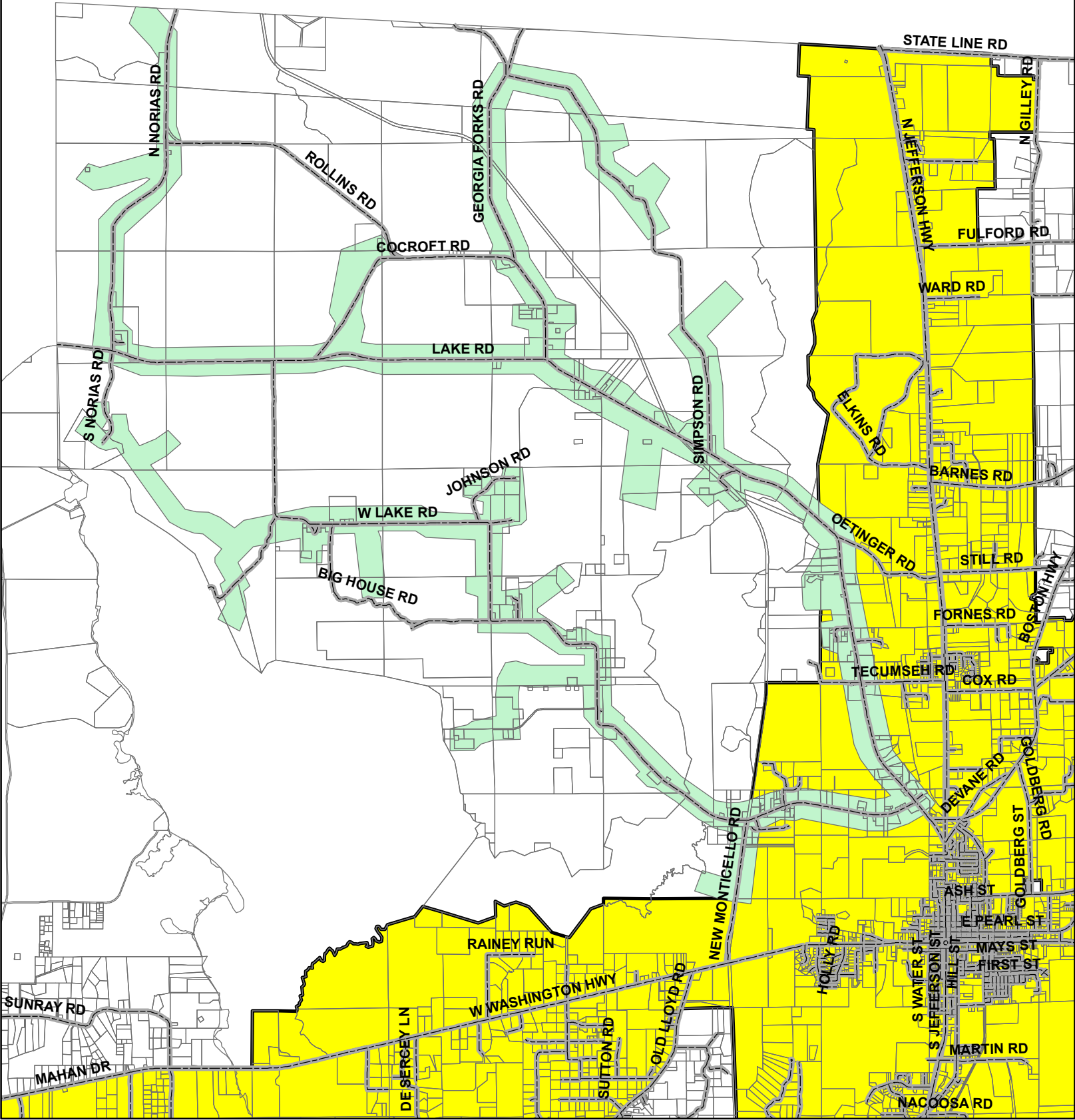


- BOSTON RD CKT**
- DUKE ENERGY TERRITORY**

**EXHIBIT D**

**MILESTONE 3 – LAKE ROAD AREA**

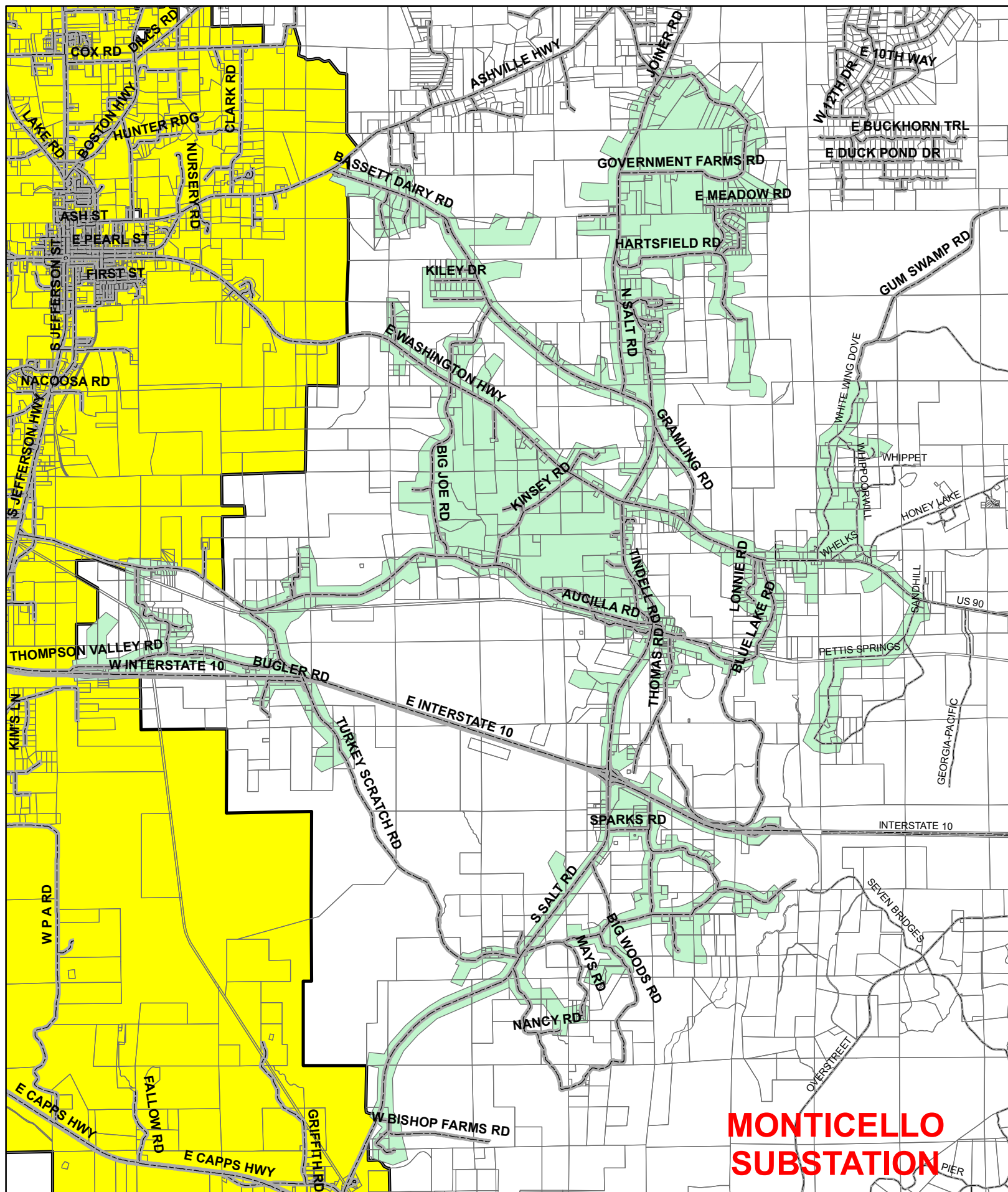
**MONTICELLO  
SUBSTATION**



- LAKE RD CKT
- DUKE ENERGY TERRITORY

**EXHIBIT E**

**MILESTONE 4 – AUCILLA SUBDIVISION AREA**



**EXHIBIT F**

**PHASE 2 – ST. AUGUSTINE AREA**

**EXHIBIT G**  
**GULF POWER AGREEMENT**

**AGREEMENT  
BETWEEN JEFFERSON COUNTY  
AND  
GULF POWER COMPANY**

This Agreement (“**Agreement**”) is made and entered into on this 23<sup>rd</sup> day of June, 2020 (“**Effective Date**”), by and between Jefferson County, Florida (“**County**”), and Gulf Power Company, a Florida corporation (“**Company**”) (collectively, the “**Parties**”).

**Recitals**

**WHEREAS**, Company intends to construct a new 161kV transmission line referred to as the North Florida Resiliency Connection (“**Project**”);

**WHEREAS**, Company has submitted permit applications to state and federal agencies for approval to construct and operate the Project;

**WHEREAS**, a portion of the Project will cross through County;

**WHEREAS**, County has expressed objections to the Project route and its intent to oppose the Project through litigation;

**WHEREAS**, the Parties wish to resolve their dispute;

**WHEREAS**, the Parties acknowledge their mutual understanding that Sections 2.9.0 et seq. and 5.11.0 et seq. of the Jefferson County Land Development Code are inapplicable to the Project pursuant to sections 380.04(3)(b), 366.04(6), 403.061(30), Florida Statutes;

**WHEREAS**, the Parties recognize the mutual benefits the Project provides, including reliability and cost benefits to Company’s customers, County’s residents, and tax and other benefits to the County, along with the desire of Gulf to be a good partner to invest in the Jefferson County community by making a contribution to the health, safety and welfare of this community;

**WHEREAS**, the purpose of this Agreement is to document the terms between the County and Company for resolution;

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.
2. **Term**. The term of this Agreement shall commence on the last day on which the last Party executes the Agreement and shall continue until the Commercial Operation Date of the Project. For the purpose of this Agreement, “Commercial Operation Date” means the date the Project is energized.

3. Responsibilities of Company.

- a) Company agrees to provide to County, or on behalf of County, all community project funding or other Gulf Power Company Commitments identified in Exhibit A.
- b) Provision and schedule of such funding or other commitments shall be as set forth Exhibit A. For the purpose of this Agreement, initiation of construction means any construction work, including, but not limited to land clearing, excavation, pole placement, etc., but shall not include geotechnical work.
- c) Company will provide County with Notice of Initiation of Construction no later than 7 days prior to initiation of construction.
- d) Company will provide County with Notice of Commercial Operation no later than 30 days after the Commercial Operation Date.

4. Responsibilities of County.

- a) Any funds provided to County, or to contractors on behalf of the County, as a result of this Agreement shall only be utilized for the purposes identified in Exhibit A.
- b) County agrees it will not initiate, intervene, or comment in any legal or regulatory proceeding in opposition to Company with respect to the Project so long as Company is not in default, in accordance with Section 5 herein, of any obligations of this Agreement. Further, nothing herein shall alter, modify, limit, or restrict the County with regard to actions taken in its regulatory or legislative capacity.

5. Default.

a) The following events shall constitute an event of default by the performing Party should it fail to cure following notice from the other Party and expiration of the applicable cure period: The failure or omission by either Party to observe, keep or perform in any respect the material requirements of this Agreement, which continues uncured for sixty (60) days after the defaulting Party's receipt of written notice from the non-defaulting Party specifying the nature of the default and the required cure, and excepting good faith disputes, and such failure or omission has continued for sixty (60) days or such longer period as may be required to cure such failure or omission, not to exceed one-hundred eighty (180) days, if such failure or omission cannot reasonably be cured with a sixty (60) day period after written notice from the other Party.

b) In the event of an uncured default, the non-defaulting Party shall have the right at its option and without further notice, subject to the limitations set forth in the last



sentence of this paragraph, to exercise any remedy available at law or in equity, including without limitation, a suit for specific performance of any obligations set forth in this Agreement, or any appropriate injunctive or other equitable relief, or for damages resulting from such default. Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement.

6. Notice. Any and all notices, requests, demands and other communications required or permitted to be served pursuant to the terms of this Agreement shall be in writing and shall be served by (i) hand-delivery, (ii) United States certified mail, with sufficient prepaid postage affixed to carry same to its destination, return receipt requested, (iii) sent by facsimile, PDF or other electronic transmission (with electronic confirmation or, with the original to follow), or (iv) overnight delivery service, in each instance with receipt requested and postage and/or delivery charges, as the case may be, paid by the party serving such notice, as follows:

Upon County: J.T. Surles  
Chairman  
Jefferson County Board of County Commissioners  
1 Courthouse Circle  
Monticello, FL (32344)

With Copy to: Kirk Reams  
Clerk of Court and Chief Financial Officer  
Jefferson County  
1 Courthouse Circle  
Monticello, Florida 32344

and

David Collins, Esq.  
310 N. Jefferson St.  
Monticello, FL 32345

Upon Company: Michael G. Spoor  
Vice President, Power Delivery  
Gulf Power  
One Energy Place  
Pensacola, FL 32520-0100

With Copy to:

Russell A. Badders  
Vice President and Associate General Counsel  
Gulf Power  
One Energy Place  
Pensacola, FL 32520-0100

or to such other addresses as the parties shall designate in writing. Notice shall be deemed given when actually delivered by hand, upon receipt by electronic transmission, upon receipt by overnight delivery service, upon receipt or initial refusal of delivery by United States certified mail.

7. Counterparts. This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. Entire Agreement. This Agreement, together with the attached Exhibit, contains the entire agreement between the Parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

9. Governing Law & Waiver of Trial by Jury. This Agreement shall be governed by the laws of the State of Florida. THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT. In the event of any dispute between the Parties, the Parties agree that the forum for resolution of such dispute shall be in Leon County, Florida.

10. Dispute Resolution. Any disputes resulting in litigation between the parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Leon County, Florida, the United States District Court for the Northern District of Florida, or such other Florida location or forum as mutually agreed upon by the parties. The parties irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum *non conveniens* and any objection based on the grounds of lack of *in personam* jurisdiction.

11. Headings. The section headings contained in this Agreement are provided for purpose of reference and convenience only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, assigns, affiliated and related entities, officers, directors, principals, agents, employees, representatives, and all persons or entities connected with

each of them.

13. Attorneys' Fees. The prevailing Party in any proceeding to enforce or interpret the terms of this Agreement or otherwise arising out of or related to this Agreement shall be entitled to recover from the other its reasonable attorneys' fees and costs, in addition to all other relief to which that Party may be entitled.

[Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

**COUNTY:**

Jefferson County, Florida

By: 


Name:

Title: chair

Date: 6/24/2020

**COMPANY:**

Gulf Power Company, a Florida corporation

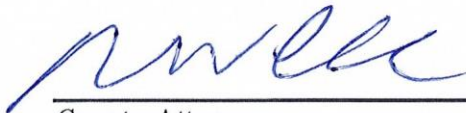
By: 

Name: Marlene Santos

Title: President

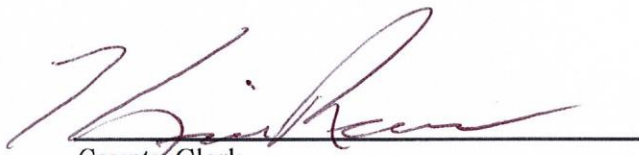
Date: 6/23/20

Approved as to Form



County Attorney

Attest:

  
County Clerk

**EXHIBIT A**  
**GULF POWER COMPANY COMMITMENTS**

| Category                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Community Projects</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |
| <ul style="list-style-type: none"><li>• No later than 180 days after the initiation of construction of the NFRC, Gulf Power will make available funds in the amount of \$500,000 for the purpose of community projects to be identified by the Commission, and subject to Gulf Power's approval. At its option, Gulf Power may select and engage the contractor for such work and provide such supervision as Gulf Power deems appropriate. All payments will be made subject to proof of contract.</li></ul> | \$500,000   |
| <ul style="list-style-type: none"><li>• Within 60 days following the Commercial Operation Date of the NFRC, Gulf Power will make available funds in the amount of \$500,000 for the purpose of community projects to be identified by the Commission, and subject to Gulf Power's approval. At its option, Gulf Power may select and engage the contractor for such work and provide such supervision as Gulf Power deems appropriate. All payments will be made subject to proof of contract.</li></ul>      | \$500,000   |
| sub-total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$1,000,000 |

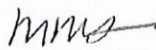
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**EXHIBIT A**  
**GULF POWER COMPANY COMMITMENTS**

| <b>Education &amp; Training</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <ul style="list-style-type: none"> <li>Upon execution of this agreement by both parties, representatives from Gulf Power will train Somerset-Jefferson County y 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> grade teachers on Florida Power &amp; Light Company's Renewable Energy Curriculum, provide course materials, and make upgrades to the onsite computer and robotics labs. Gulf Power will make an assessment and design the program accordingly. The financial commitment will correspond to the program design, up to \$100,000.</li> </ul> | Up to \$100,000  |
| <ul style="list-style-type: none"> <li>Upon execution of this agreement by both parties (prior to June 30, 2020), during the month of July 2020 FPL will offer a total of 100 seats in a free virtual summer camp called "Wild About Wildlife" available to Jefferson County children between the ages of 6 and 9 years. These seats will be available in different sessions in July.</li> </ul>                                                                                                                                                           | \$20,000         |
| <b>sub-total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$120,000</b> |
| <b>Energy &amp; Conservation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                  |
| <ul style="list-style-type: none"> <li>At any time following execution of this agreement, subject to scheduling with the applicable county authorities, FPL Energy Services (FPLES), a Gulf Power Affiliate, will provide a free energy audit of major County facilities, including the County Jail, County Annex and Courthouse, and offer a variety of performance contracts which have a zero dollar upfront cost to the County, but which will deliver immediate savings on County energy bills.</li> </ul>                                            | \$25,000         |
| <ul style="list-style-type: none"> <li>At any time following execution of this agreement, subject to scheduling with the applicable county authorities FPLES will provide a free audit of all County-owned streetlights, and offer a variety of performance contracts which have a zero dollar upfront cost to the County, but which will deliver immediate savings on County energy bills.</li> </ul>                                                                                                                                                     | \$15,000         |
| <ul style="list-style-type: none"> <li>Within 90 days following execution of this agreement, Gulf Power will donate a bucket truck to the County to replace light bulbs on streetlights.</li> </ul>                                                                                                                                                                                                                                                                                                                                                        | \$25,000         |
| <ul style="list-style-type: none"> <li>Within the first year following execution of this agreement, and subject to obtaining all requisite permits, FPLES will install a rooftop solar system on one suitable County owned building to be selected by mutual agreement between Gulf Power and the County.</li> </ul>                                                                                                                                                                                                                                       | \$150,000        |
| <b>sub-total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$215,000</b> |

  
Initials

  
Initials

**EXHIBIT A**  
**GULF POWER COMPANY COMMITMENTS**

| <b>Emergency Management Services Grants</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>Promptly upon execution of this agreement, Gulf Power will retain and pay the costs of an expert consultant in federal grant programs. Jefferson County qualifies as a potential recipient under existing federal grants. Future grant programs associated with COVID relief likely will be approved. Gulf Power's Grant Consultant and NextCity Networks (Gulf affiliate) will work diligently with the County to obtain grants towards a new Emergency Management Radio System for the Sheriff's Department/EOC/Fire Rescue Digital Communications. Gulf Power's Grant Consultant will also work diligently with the County to obtain grants for other feasible projects identified, and for which sufficient detail and scope to support a grant application is provided to the Consultant by the County within 90 days after execution of this agreement. Gulf's total payment for the Grant Consultant and related administrative costs for submission of grant applications shall not exceed \$100,000. Costs incurred above this amount shall be the responsibility of the County.</li> </ul> | Targeted Grant Value of \$2,000,000 <sup>1</sup> (exclusive of costs of Grant Consultant to be paid by Gulf Power) |
| <b>sub-total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$2,000,000</b>                                                                                                 |
| <b>Total of Gulf financial commitments<sup>2</sup> and targeted grant value</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$3,335,000</b>                                                                                                 |

  
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Initials

<sup>1</sup> The \$2,000,000 value is a targeted amount for an Emergency Management Radio System for the Sheriff's Department/EOC/Fire Rescue Digital Communications. The total grant value may differ depending on the actual grants received.

<sup>2</sup> Actual financial commitments are the individual line item commitments; the total is provided as an estimate only, as it does not include the cost of the Grant Consultant, includes the maximum amount that could be spent for the education commitment, and includes the targeted grant value.



# Board of County Commissioners

## Agenda Request

Date of Meeting: April 20, 2023

Date Submitted: April 14, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager  
Heather Encinosa, County Attorney  
Evan Rosenthal, Assistant County Attorney

Subject: Update on Ellis-McKinnie Cemetery Access

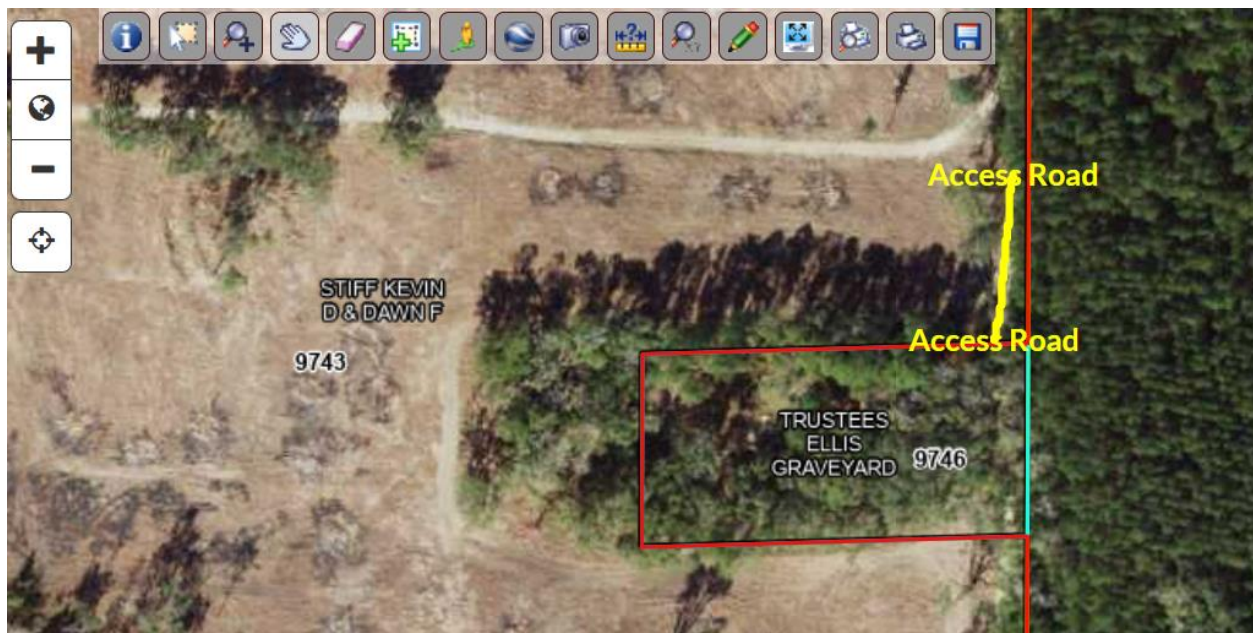
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### **Statement of Issue:**

This agenda item provides an update on access to the Ellis-McKinnie Cemetery.

### **Background:**

At the April 6, 2023, meeting the Board heard concerns from the trustees of the Ellis-McKinnie Cemetery that the abutting property owner had fenced off the commonly used access road that leads from Bugler Road into the cemetery and is located on the abutting property owner's parcel. The approximate location of the access road is shown below in yellow:





**Analysis:**

Based upon information from the County road department, the County does maintain approximately 1.6 miles of Bugler Road, but the County does not and never has maintained the noted access road into the cemetery. The only way the County could legally enforce access over the noted access road would be if the access road were a county road or if the county has a claim through right of maintenance to that access road. That does not appear to be the case in this instance.

However, based upon the information presented to the Board by the trustees (we have not further investigated or verified this information), the trustees may want to engage an attorney to investigate whether they have adequate grounds to bring a private civil action for a prescriptive easement (in the absence of a formal easement). To claim a prescriptive easement, it would have to be shown that there was actual, continuous, uninterrupted use by the claimant of the lands of another, for a prescribed period (20 years). In addition, the use must be adverse under claim of right and must either be with the knowledge of the owner or so open, notorious, and visible that knowledge of the use by and adverse claim of the claimant is imputed to the owner. In both, the rights to use or possession must be inconsistent with the owner's use and enjoyment of his lands and must not be a permissive use, for the use must be such that the owner has a right to a legal action to stop it, such as an action for trespass or ejectment.

It's important to note that the County would not have standing to bring an action for a prescriptive easement and that the County Attorney cannot provide legal advice to private parties. The cemetery trustees would need to bring such an action in their name against the neighboring owner who fenced off their access.

I would also note that Section 704.08, Florida Statutes, grants the relatives and descendants of any person buried in a cemetery an ingress and egress easement for visiting the cemetery. This may come into play if any portion of the historic cemetery is actually on the neighboring property.

**Options:**

1. Information only