

Jefferson County Board of County Commissioners

Thursday, October 5, 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

Attachments:

- Accounts (List_of_Accounts.pdf)
- **Report** (Comm_Report_10-5-23.pdf)
- Vouchers (List of Vouchers 10-5-23.pdf)

5. GENERAL BUSINESS

a. 2nd Hearing Special Exception

S. Metty

Attachments:

- Cover Letter (Agenda_Item_-_Special_Exception_Ordinance_Second_Reading.doc)
- Ordinance (Special Exception Ordinance 9.19.23.docx)

b. 1st Hearing Solar Ordinance

E. Rosenthal

Attachments:

 Updated Solar Package (Updated_Package_-_Solar_Ordinance_First_Reading_9.12.2 3.pdf)

c. FDEM Mutual Aid

H. Encinosa

Attachments:

- Agreement (SMAA_2023_AGREEMENT.pdf)
- Resolution (State_Mutual_Aid.docx)

d. Gov App Agreement

S. Metty / H. Encinosa

Attachments:

- Cover Letter (Agenda Item GovApp Agreement.doc)
- Scope of Work (Jefferson County Scope of Work.9-14-23.docx)
- e. Legislative Priorities Discussion

S. Metty

f. Meeting Time Discussion

C. Tuten

Attachments:

- Amendment (BOCC Meeting Rules of Procedure Amendment.9-26-23.doc)
- Cover Letter (Agenda_Item_-_Meeting_Rules_Amendment.doc)

g. Community Center Discussion

G. Hall / S. Metty

- 6. CLERK OF COURTS
- 7. COUNTY ENGINEER
- 8. COUNTY ATTORNEY
- 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) 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.

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on 09/29/2023 at 4:48 PM

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Nicholas Buzbee Nicholas Buzbee Isaac Nehemiah Coston SEAN EVANS SEAN EVANS Ryan Christopher Flynt MAIT POSTON Joey Tillman Joey Tillman EMS Management &	THUR THUR neau	Amazon Business	DebrisTech LLC	Jeff Cnty Sheriff's Offic Century ink INDIGITAL INDIGITAL Verizon Wireless Morris Propane. LLC Morris Propane. LLC Morris Propane. LLC	Monticello Carquest Inc. Jefferson Co. Road Dept. Jefferson Co. Road Dept. SOUTHERN QUALITY PROPANE USA OIL LC USA OIL LC USA OIL LC USA OIL LC SOUTHERN QUALITY PROPANE USA OIL LC SANTANTE CO. Santander Leasing LLC Santander Leasing LLC	VENDOR NAME Monticello Carquest Inc. Monticello Carquest Inc.
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8/18 FOOTBALL GAME CO 8/18 FOOTBALL GAME CO 8/18 FOOTBALL GAME CO 8/18 FOOTBALL GAME CO 9/8 FOOTBALL GAME CO 9/8 FOOTBALL GAME CO 8/25 FOOTBALL GAME CO 9/7 FOOTBALL GAME CO 9/14 FOOTBALL GAME COLL	5 FOOTBA FOOTBA FOOTBAL FOOTBAL 4 FOOTBA 8 FOOTBA 6 FOOTBA	I JCLA SUPPLIES 1		10/23 DISPATCH/911 B A#311709776 E911 PHO TEXT TO 911 NON RECU TEXT TO 911 ANNUAL F A#52347594300002 E91 PROPANE FOR 911 ALTE PROPANE FOR 911 ALTE TANK RENTAL FOR 911	FUEL TREATMENT FUEL TREATMENT JULY 2023 FLEET FUEL 8/2023 FLEET FUEL FORKLIFT PROPANE RECYCLED OIL RECYCLED OIL BULK OIL RECYCLED CHAINSAW GENERATR GA SPRAYER C#0020024918000 R15	TRANS Descr. HYD_QIL_BULK
3.22.22.23.23.23.23.23.23.23.23.23.23.23	2288 2288 2288 2288		322899	322881	2020 2020 2020 2020	CHECK NO. 322851
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THERESA STERLING	VENDOR NAME
292781519340	ACCT. NO.
STERLINT	VENDOR NO.
9/23 GOV CONF TOURIS	TRANS Descr.

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TRANS AMOUNT 1,198.02

COUNT 6
FINAL TOTALS
COUNT 826

*** END OF REPORT ***

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTIO	ON DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
CASH CODE-01001	G/L C	ASH ACCOUNT-0	11010000			CASH-CHECKI	NG-GEN. FUN	4D		
ABC Maintenance Services	10/05/2023	<u>-</u> `	05809	09/19/202	23 VR	01100523-083	JCEO AC RE	EPAIR WORK	170.00	.00
	СН	ECK TO VENDOR:	==>VENDOR	ABCMAINT	ABC M	aintenance Se	ervices	TOTALS	170.00	.00
PARISE ADAMS	10/05/2023	. -	1023ME01	09/27/202	3 VR :	14100523-269	10/23 ME01	. PER DIEM ADAN	1S 281.00	.00
	CHI	ECK TO VENDOR=	==>VENDOR	ADAMSPAR	PARIS	E ADAMS		TOTALS	281.00	.00
Advanced Business System	10/05/2023	=	429190	09/12/202	3 VR (01100523-002	C#CT333001		254.35	.00
Advanced Business System	10/05/2023		429191			22100523-003			40.02	.00
Advanced Business System	10/05/2023		429270			01100523-079			29.58	.00
Advanced Business System			429302			01100523-075			89.65	.00
	CUI	CV TO VENDOD-	\VENDOD							
	Uni	ECK TO VENDOR=	=>VENUUR	ADAROZIN A	aavano	ced Business	Systems	TOTALS	413.60	.00
Amazon Business	10/05/2023	-	D3CY1DY7	08/22/2023	3 VR (1100523-102	OFFICE SUP	PLIES	56.97	.00
Amazon Business	10/05/2023	-	GRG7HPVL	08/29/2023	3 VR 0	1100523-106	WALL SYSTE	M .		
									1029.78	.00
Amazon Business	10/05/2023	-	KMKCCWR4	09/06/2023	3 VR 0	1100523-109	TRAFFIC MG	MT/HURRICANE		
									1449.54	.00
	10/05/2023							S/RADIOS HURRC	N 144.06	.00
	10/05/2023							AGS/HURRICANE	53.98	.00
	10/05/2023							BLES & CHAIRS	897.53	. 00
	10/05/2023							/SUMMER READIN	G 154.17	.00
	10/05/2023					1100523-111			71.98	.00
	10/05/2023	-	773YCLJ7	08/28/2023	3 VR 0	1100523-105	WALL SYSTEM	1	445.00	.00
Amazon Business	10/05/2023	- '	9W96JTXC	09/07/2023	3 VR 0	1100523-110	PRINTER PAR	PER	459.90	.00
	CHE	CK TO VENDOR=	=>VENDOR	AMAZONBU A	mazon	Business	1	TOTALS	4762.91	.00
Animal Medical Clinic*	10/05/2023	- ;	363113	09/08/2023	VR 0	1100523-157 8	EUTHANASIA	X2	100.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	ANIMALCL A	nimal	Medical Clir	nic*]	OTALS	100.00	.00
ANSER ADVISORY, LLC	10/05/2023	- :	19079	09/11/2023	VR 0:	1100523-087 (C#G50300601	. FIRE ASSESSMT	Γ .	
ANCED ADVICODY 110	40.107.10000								8125.00	.00
ANSER ADVISORY, LLC	10/05/2023	- 1	19080	09/11/2023	VR 0:	1100523-088 (C#G50300701	SW ASSESSMENT	5875.00	.00
	CHE	CK TO VENDOR==	=>VENDOR	anseradv ai	NSER A	ADVISORY, LLC	; т	OTALS · 1	.4000.00	.00
ArchiveSocial	10/05/0000)700E 4	10/01/0000	VD 0	1100500 555	Man 5=	4D0117117115		
ACCITIVESOCIAT	10/05/2023	- 2	273854	10/01/2023	VR U.	1100523-263 <i>F</i>	NNL RENEW	ARCHIVING SUB	2388.00	.00
	CHEC	CK TO VENDOR==	>VENDOR /	ARCHIVES A	rchive	Social	Т	OTALS	2388.00	.00
WILLIAM THOMAS ARTHUR	10/05/2023	- 0	923FBCV (09/21/2023	VR 28	3100523-134 9	/14 FOOTBA	LL GAME COVERG	120.00	.00
	CHEC	CK TO VENDOR==	>VENDOR /	ARTHURTO WI	ILLIAM	1 THOMAS ARTH	UR T	OTALS	120.00	.00

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

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VENDOR NAME		PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESC	TRANS RIPTION AMOUNT	DISC/WITH AMOUNT
B&B Porta-Toilets, Inc	10/05/2023	-	295466	08/30/202	3 VR 01100523-160	HALL PARK PORTAL	ET RENTAL 195.00	.00
	CHE	CK TO VENDOR	==>VENDOR	R B&BPORTA I	B&B Porta-Toilets	, Inc TOTALS	195.00	.00
Aaron Baker	10/05/2023	~	0923FBCV	09/21/202	3 VR 28100523-135	9/14 FOOTBALL GA	ME COVERG 120.00	.00
	CHEC	CK TO VENDOR:	==>VENDOR	BAKERA A	Aaron Baker	TOTALS	120.00	.00
Chase Hunter Barineau	10/05/2023	-	0923FBCV	09/21/2023	3 VR 28100523-137	9/14 FOOTBALL GAM	ME COVERG 120.00	.00
	CHEC	CK TO VENDOR=	==>VENDOR	BARINECH (Chase Hunter Bari	neau TOTALS	120.00	.00
BIG BEND TRANSIT, INC	10/05/2023	-	23272	06/08/2023	3 VR 01100523-227	4/23 JEFF EXPRESS		
BIG BEND TRANSIT, INC	10/05/2023	-	23319	06/08/2023	3 VR 01100523-229	6/23 JEFF EXPRESS		.00
BIG BEND TRANSIT, INC	10/05/2023	-	233270	06/08/2023	VR 01100523-228	5/23 JEFF EXPRESS		.00
	0.17						13325.00	.00
	CHEC	K TO VENDOR=	=>VENDOR	BIGBENDT B	IG BEND TRANSIT,	INC TOTALS	38950.00	.00
Big Bend Tire	10/05/2023	-	16068081	09/11/2023	VR 28100523-140	OIL CHANGE 3-1	160.00	.00
Big Bend Tire	10/05/2023	_	16068364	09/26/2023	VR 01100523-051	MC#2 TIRE REPAIR	30.00	.00
Big Bend Tire	10/05/2023	-	16068377	09/27/2023	VR 01100523-052	MC#1-3 NEW TIRES		
							1750.96	.00
	CHEC	K TO VENDOR=	=>VENDOR	BIGBENTI B	ig Bend Tire	TOTALS	1940.96	.00
Nicholas Buzbee	10/05/2023	- 1	0923FBCV	09/21/2023	VR 28100523-136	9/14 FOOTBALL GAM	E COVERG 120.00	.00
	CHEC	TO VENDOR=	=>VENDOR	BUZBEENI N	icholas Buzbee	TOTALS	120.00	.00
Capital City Pest	10/05/2023	· - :	13275	09/11/2023	VR 19100523-125	A#1502 WVFD PEST	CONTROL 65.00	.00
	CHECK	TO VENDOR==	=>VENDOR	CAPPEST C	apital City Pest	TOTALS	65.00	.00
CenturyLink	10/05/2023	- (0823ANEX	09/16/2023	VR 01100523-053	A#311176920	138.56	.00
CenturyLink	10/05/2023					A#311709776 E911 F		.00
						,, 511. 55 5 2511	5172.27	.00
CenturyLink	10/05/2023	- (0923JC0F	09/16/2023	VR 01100523-054	A#312042207	573.15	.00
CenturyLink	10/05/2023				VR 01100523-055		82.59	.00
CenturyLink	10/05/2023				VR 01100523-056		82.59	.00
CenturyLink	10/05/2023				VR 01100523-057		235.35	.00
CenturyLink	10/05/2023				VR 01100523-058		328.14	.00
CenturyLink	10/05/2023				VR 01100523-059		260.39	.00
CenturyLink	10/05/2023				VR 01100523-060		127.03	.00
CenturyLink	10/05/2023				VR 01100523-061		17.00	.00
CenturyLink	10/05/2023				VR 01100523-063		17.00	.00
CenturyLink	10/05/2023				VR 22100523-062		66.04	.00
	CHECK	TO VENDOR==	>VENDOR (CENTLINK Ce	nturyLink	TOTALS	7100.11	.00

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

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VENDOR NAME	DUE. DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
City of Monticello	10/05/2023	-	08230119	09/22/2023	3 VR	01100523-240	A#00020119 1380 MAMIE S	CT 86.55	.00
	CH	ECK TO VENDOR	==>VENDOR	CITYMONT (City	of Monticello	D TOTALS	86.55	.00
CurtisMorganGarageInc	10/05/2023	-	18533	09/22/2023	3 VR	01100523-081	VEHICLE MAINTENANCE	371.01	.00
	СН	ECK TO VENDOR:	==>VENDOR	CURTISMO (Curt	isMorganGarage	eInc TOTALS	371.01	.00
DebrisTech LLC	10/05/2023	-	3383	09/09/2023	3 VR	18100523-116	JCBOCC DT204 MONTR SERV	40407 05	00
DebrisTech LLC	10/05/2023	-	3395	09/16/2023	₹ V.D	18100523-115	JCBOCC DT204 MONTR SERV	42437.35	. 00
332 13 1331 223	10/00/2020		0030	03/10/2020	VIX	10100025-115	OCBOCC DIZO4 MONTA SERV	40112.00	.00
	СНІ	ECK TO VENDOR=	=>VENDOR	DEBRISTE D	ebri)	sTech LLC	TOTALS	82549.35	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-015	A#AN2 COUNTY OFFICES	325.26	.00
State of Florida-DMS	10/05/2023	-	2X4244				A#AN2 COUNTY OFFICES	105.12	. 00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-017	A#AN2 COUNTY OFFICES	131.40	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-018	A#AN2 COUNTY OFFICES	26.28	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-019	A#AN2 COUNTY OFFICES	52.56	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-020	A#AN2 COUNTY OFFICES	52.56	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	VR	01100523-021	A#AN2 COUNTY OFFICES	107.10	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	٧R	01100523-022	A#AN2 COUNTY OFFICES	60.48	.00
State of Florida-DMS	10/05/2023	-	2X4244	09/18/2023	۷R	01100523-023	A#AN2 COUNTY OFFICES	105.12	.00
State of Florida-DMS	10/05/2023			09/18/2023	۷R	01100523-024	A#AN2 COUNTY OFFICES	39.42	. 00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	39.42	. 00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	52.56	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	56.52	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	26.28	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	26.28	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	26.76	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	13.14	. 00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	54.54	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	78.84	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	13.14	.00
State of Florida-DMS	10/05/2023						A#AN2 COUNTY OFFICES	78.84	.00
State of Florida-DMS	10/05/2023						A#AN2-14844 AUGUST 2023	37.25	.00
State of Florida-DMS	10/05/2023						A#AN2-1550 AUGUST 2023	37.25	.00
	CHE	CK TO VENDOR=	=>VENDOR	DEPTMGMT S1	tate	of Florida-DM	MS TOTALS	1546.12	.00
Duke Energy	10/05/2023	- (0823ARTS	09/07/2023	VR (01100523-040 /	A#910085448974	594.19	.00
Duke Energy	10/05/2023	- 1	0823BDAX	09/13/2023	VR (01100523-036 /	A#910085450746	352.78	.00
Duke Energy	10/05/2023						\#910085448578	61.45	.00
Duke Energy	10/05/2023	~ , (0823CRTH	09/13/2023	VR (01100523-035 /	A#910085449537		
	10 (00 (00)							1863.19	.00
Duke Energy	10/05/2023						A#910085449272	32.91	.00
Duke Energy	10/05/2023						A#910085450473	571.83	.00
Duke Energy	10/05/2023						A#910085423462	16.46	.00
Duke Energy	10/05/2023						A#930000007581/1187	154.82	.00
Duke Energy	10/05/2023	- (1823EUA2	09/19/2023	VR ()1100523-034 <i>F</i>	\#930000007581/6708	320.00	.00

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

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13782.00

.00

VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Duke Energy	10/05/2023	_	กลววรเมพร	. 09/13/2023	VP	01100523_030	A#910085450879		
= = 3J			OOZOLWIIO	03/10/2020	VIX	01100525-059	А#910003430079	2622.04	.00
Duke Energy	10/05/2023	-	0823FANX	09/19/2023	VR	19100523-032	A#930000007581/6826	32.91	.00
Duke Energy	10/05/2023	_					A#910085450473	571.83	.00
Duke Energy	10/05/2023	-					A#910085423462	16.45	.00
Duke Energy	10/05/2023	-					A#910085448693	30.79	.00
Duke Energy	10/05/2023	-					A#910085448106	32.92	.00
Duke Energy	10/05/2023						A#930000012356/8206	108.93	.00
Duke Energy	10/05/2023						A#910085449785	209.52	.00
Duke Energy	10/05/2023						A#910085450746	352.78	.00
Duke Energy	10/05/2023						A#930000012968	672.92	.00
Duke Energy	10/05/2023						A#910085450324	804.43	.00
Duke Energy	10/05/2023						A#930000014879/0730	12.45	.00
Duke Energy	10/05/2023						A#930000014879/2992	12.45	.00
Duke Energy	10/05/2023						A#910085448429	393.24	.00
Duke Energy	10/05/2023						A#930000014879/6394	12.45	.00
Duke Energy	10/05/2023						A#930000014879/2144	12.45	.00
Duke Energy	10/05/2023						A#930000014879/2056	12.45	.00
Duke Energy	10/05/2023						A#930000014879/1171	12.43	.00
Duke Energy	10/05/2023						A#930000014879/6493	12.45	.00
Duke Energy	10/05/2023	-	0823SWY2	08/23/2023	۷R	22100523-190	A#930000014879/7139	12.45	.00
Duke Energy	10/05/2023						A#930000012356/7640	58.23	.00
Duke Energy	10/05/2023						A#930000012356/6609	138.97	.00
Duke Energy	10/05/2023	-	0923LIFT	09/22/2023	۷R	01100523-045	A#910085449644	30.79	. 00
Duke Energy	10/05/2023	-	0923SWBR	09/22/2023	۷R	22100523-200	A#930000014879/0730	36.80	.00
Duke Energy	10/05/2023	-	0923SWLT	09/22/2023	۷R	22100523-202	A#930000014879/2992	63.16	.00
Duke Energy	10/05/2023						A#930000014879/6394	112.24	.00
Duke Energy	10/05/2023	- (0923SWNM	09/22/2023	VR :	22100523-199	A#930000014879/2144	82.63	. 00
Duke Energy	10/05/2023	- 1	0923SWNR	09/22/2023	VR :	22100523-201	A#930000014879/2056	101.14	.00
Duke Energy	10/05/2023	- (0923SWTN	09/22/2023	VR :	22100523-203	A#930000014879/1171	30.79	.00
Duke Energy	10/05/2023	- (0923SWWH	09/22/2023	VR :	22100523-197 /	A#930000014879/6493	208.58	.00
Duke Energy	10/05/2023	- (0923SWY2	09/22/2023	VR 2	22100523-198	A#930000014879/7139	57.94	.00
	CHEC	CK TO VENDOR==	=>VENDOR	DUKE Dul	ke I	Energy	TOTALS 1	10837.24	.00
ECB PUBLISHING INC	10/05/2023	_ ′	27242	07/26/2022 V	/P /	71100523.220	AD FOR EMPLOYEE	55.94	0.0
ECB PUBLISHING INC	10/05/2023						BACK TO SCHOOL AD	55.94 55.00	.00
ECB PUBLISHING INC	10/05/2023						AD BOCC SESSION	48.03	.00 .00
ECB PUBLISHING INC	10/05/2023						AD PUBLIC HEARING	150.85	.00
							is rosero rieritario	100.00	.00
	CHEC	CK TO VENDOR==	=>VENDOR	ECBPUB ECE	3 Pl	JBLISHING INC	TOTALS	309.82	.00
ELI ROBERTS & SONS	10/05/2023	- 6	7554	09/10/2023 V	/R 2	2100523-178 F	LEET FUEL FL1 & IA1	623.26	.00
ELI ROBERTS & SONS	10/05/2023	- 6				2100523-179 F		112.75	.00
ELI ROBERTS & SONS	10/05/2023	- 6	8130	09/24/2023 V	/R 2	2100523-180 F	FUEL C2	44.86	.00
ELI ROBERTS & SONS	10/05/2023	- ['] 9	7898 (09/08/2023 V	/R 2	2100523-181 F	UEL R15	201.78	.00
ELI ROBERTS & SONS	10/05/2023	- 9				2100523-182 F		128.51	.00
	CHEC	K TO VENDOR==	>VENDOR E	ELIROB ELI	RC	BERTS & SONS	TOTALS	1111.16	.00
Jefferson Emergency Mg	gmt 10/05/2023	- F	Y24RQ1 1	10/01/2023 V	'R 1	4100523-271 F	Y24-Q1 EMPG 50/50 BUDGET		
								2702 00	00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
Jefferson Emergency Mgmt	10/05/2023	-	FY24RQ1	10/01/202	3 VR 14100523-272	FY24-Q1 CERT BUDGET		
Jefferson Emergency Mgmt	10/05/2023	_	FY24RQ1	10/01/202	3 VR 14100523-273	FY24-Q1 EMPA STATE BUDGE	1250.00 T	.00
Jefferson Emergency Mgmt	10/05/2023	. -					26451.50	.00
				10,01,101	5 W 111000E 27 F	TIET QI OTT IN KIND BODG	8902.50	.00
	CH	ECK TO VENDOR:	==>VENDOR	EMERGMAN .	Jefferson Emergend	cy Mgmt TOTALS	50386.00	.00
EMS Management &	10/05/2023	-	MS000534	08/31/2023	3 VR 28100523-139	MONTHLY BILL COLLECTION	5753.45	.00
							5755.45	.00
	CHE	CCK TO VENDOR=	==>VENDOR	EMSMC E	EMS Management &	TOTALS	5753.45	.00
Florida Assoc.of Countie	10/05/2023	-	FY24DUES	08/29/2023	3 VR 01100523-265	FY23/24 MEMBERSHIP DUES	2380.00	.00
	CHE	CK TO VENDOR=	>VENDOR	FAC F	Florida Assoc.of C	Counties TOTALS	2380.00	.00
Ricardo Fadell	10/05/2023	<u>-</u> '	231001JB	09/06/2023	3 VR 01100523-246	10/23 JANITORIAL SOE	260.00	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	3 VR 01100523-247	10/23 JANITORIAL SAO	948.00	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	VR 01100523-248	10/23 JANITORIAL PUB DEF	545.00	.00
Ricardo Fadell	10/05/2023					10/23 JANITORIAL COURTHOU		.00
Ricardo Fadell	10/05/2023		221001 10	00/06/2022	VD 01100500 050			
Ricardo Fadell						10/23 JANITORIAL PROP APP		.00
	10/05/2023					10/23 JANITORIAL TAX COLL		.00
Ricardo Fadell	10/05/2023					10/23 JANITORIAL PROBATN	93.33	.00
Ricardo Fadell	10/05/2023					10/23 JANITORIAL ANNEX	563.30	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	VR 01100523-254	10/23 JANITORIAL HEALTH		
							1725.00	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	VR 01100523-255	10/23 JANITORIAL PLANNING	200.00	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	VR 01100523-256	10/23 JANITORIAL BUILDING	200.00	.00
Ricardo Fadell	10/05/2023	-	231001JB	09/06/2023	VR 01100523-257	10/23 JANITORIAL LIBRARY		
							1300.00	.00
Ricardo Fadell	10/05/2023	- ;	231001JB	09/06/2023	VR 01100523-258	10/23 JANITRL DOORS/BENCH		.00
Ricardo Fadell	10/05/2023					10/23 JANITRL PUB RESTRMS		.00
	CHE	CK TO VENDOR=	=>VENDOR	FADELLRI R	icardo Fadell	TOTALS	9013.13	.00
FL DEPT OF AGRICULTURE &	10/05/2023	- 1	70011	09/07/2023	VR 01100523-266 F	FY23/24 FIRE CNTRL ASSESS		
FL DEPT OF AGRICULTURE &	10/05/2023	- f	70011	09/07/2023	VR 01100523-267 F	2 FY23/24 CTY FOREST ASSESS	1296.52	.00
						:	3000.00	.00
	CHEC	CK TO VENDOR==	>VENDOR	FDACSFOR FL	_ DEPT OF AGRICULT	FURE & TOTALS 24	4296.52	.00
FLYLOCK SECURITY SOLUTIO	10/05/2023	- 7	1569316	08/28/2023	VR 01100523-112 E	EMERGENCY LOCK REPAIR	629.00	.00
	CHEC	K TO VENDOR==	->VENDOR	FLYLOCK FL	YLOCK SECURITY SC	DLUTION TOTALS	629.00	.00
GREAT AMERICA FINANCIAL	10/05/2023	- 3	4905481	09/18/2023	VR 01100523-050 A	\#0091868367000	172.00	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSA	CTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
										7
	CHI	ECK TO VENDOR	==>VENDO	R GAFS G	GREAT	T AMERICA	FINANCIAL	TOTALS	172.00	.00
GCLMONTICELLO	10/05/2023	-	136484	04/21/2023	3 VR	19100523-	220 HOSE A	ND BRUSH	49.98	.00
GCLMONTICELLO	10/05/2023	-	136484	04/21/2023					49.99	.00
GCLMONTICELLO	10/05/2023	-	143841					OVE CLEANER	69.97	.00
GCLMONTICELLO	10/05/2023	-	144235	09/12/2023					16.57	.00
GCLMONTICELLO	10/05/2023	_	144489	09/18/2023					20.48	.00
GCLMONTICELLO	10/05/2023	-	144583	09/19/2023					17.37	.00
GCLMONTICELLO	10/05/2023	-	144669					OUT/HOSE BIBB	20.98	.00
GCLMONTICELLO	10/05/2023		144716	09/21/2023					12.24	.00
GCLMONTICELLO	10/05/2023		144716	09/21/2023					12.24	.00
GCLMONTICELLO	10/05/2023		144901	09/25/2023					20.46	.00
GCLMONTICELLO	10/05/2023		36482	04/21/2023					24.74	.00
GCLMONTICELLO	10/05/2023		36482	04/21/2023					24.73	.00
			00102	0 17 217 2020	***	20100020 2	LL DEGINE	ich a bhoon	27.70	.00
	CHE	CK TO VENDOR=	=>VENDOF	R GCLMONTI G	CLMO	NTICELLO		TOTALS	339.75	.00
Greene Publishing, Inc.	10/05/2023	_	30820	06/02/2023	VR	29100523-2	225 2023 WA	TERMELON FEST AD	380.00	.00
Greene Publishing, Inc.			30839					TERMELON FEST AD	380.00	.00
								11011112011112011112011112011112011112011112011112011112011112011112011112011112011112011112011112011112011112	000.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	R GREENEPU G	reen	e Publishi	ing, Inc.	TOTALS	760.00	.00
Grey House Publishing	10/05/2023	-	979330	03/27/2023	VR	01100523-1	.14 C#85034	20205 BOOKS	348.50	.00
	CHE	CK TO VENDOR=	=>VENDOR	GREYHOUS G	rey l	House Publ	ishing	TOTALS	348.50	.00
Howdys Rent A Toilet	10/05/2023	_	682235	09/03/2023	VR '	22100523_1	61 STORM D	EBRIS PORTALETS	170.00	.00
Howdys Rent A Toilet	10/05/2023		682663					RIVER PORTALETS	265.15	.00
•			0000	03, 22, 2020	• • • • • • • • • • • • • • • • • • • •	01100020	10 111013311	MIYEN TONINEETS	200.10	.00
	CHE	CK TO VENDOR=	=>VENDOR	HOWDYS Ho	owdys	Rent A T	oilet	TOTALS	435.15	.00
INDIGITAL	10/05/2023	-	14407	04/30/2023	VR 2	23100523-1	31 TEXT TO	911 NON RECURRIN	G	
									4750.00	.00
INDIGITAL	10/05/2023	-	14407	04/30/2023	VR 2	23100523-1	32 TEXT TO	911 ANNUAL FEES		
									1353.55	. 00
	0.15	01/ 70 1/51505								
	CHE	CK TO VENDOR=	=>VENDOR	INDIGITA IN	VDIG1	TAL		TOTALS	6103.55	.00
Ingram Library Services	10/05/2023	- ;	77477487	08/22/2023	VR 0	1100523-0	99 A#20050!	54 BOOKS	136.91	.00
Ingram Library Services	10/05/2023			08/22/2023					21.67	.00
Ingram Library Services	10/05/2023			08/22/2023					214.23	.00
Ingram Library Services	10/05/2023			08/22/2023					12.22	.00
Ingram Library Services	10/05/2023			08/22/2023			**		20.96	.00
Ingram Library Services	10/05/2023			08/22/2023					245.32	.00
Ingram Library Services	10/05/2023			08/22/2023					34.63	
Ingram Library Services	10/05/2023			08/27/2023					52.02	.00
Ingram Library Services	10/05/2023			08/30/2023					12.08	.00
Ingram Library Services	10/05/2023			09/17/2023						.00
Ingram Library Services	10/05/2023			09/17/2023					102.66	.00
5	-3, 33, 2020	,	, ,,,,,,,,	0211116060	VIX U	++00050-T() T WATE 00000	DOOKS	31.18	.00

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	CHI	ECK TO VENDOR	==>VENDOR	RINGRAM	Ingram Library S	Services	TOTALS	883.88	.00
Jeff.Co. Clerk of Courts	s 10/05/2023	-	FY24RQ01	. 10/01/202	23 VR 01100523-29	93 10/23 BU	JDGET	32840.21	.00
	CHE	ECK TO VENDOR=	==>VENDOR	JEFCLERK	Jeff.Co. Clerk o	of Courts	TOTALS	32840.21	.00
Jeff Cnty Sheriff's Offi	10/05/2023	-	FY24RQ01	10/01/202	3 VR 14100523-27	′5 10/23 LA	W ENFRCMT BUDGET		00
Jeff Cnty Sheriff's Offi	10/05/2023	-	FY24RQ01	10/01/202	3 VR 14100523-27	6 10/23 CC	RRECTIONS BUDGET		.00
Jeff Cnty Sheriff's Offi Jeff Cnty Sheriff's Offi					3 VR 14100523-27 3 VR 14100523-27		NTINGENCY BUDGET AFFIC BUDGET		.00
Jeff Cnty Sheriff's Offi	10/05/2023	-	FY24RQ01	10/01/202	3 VR 23100523-27	9 10/23 DI	SPATCH/911 BUDGE	20722.50 T 42247.92	.00
	CHE	CK TO VENDOR=	≔>VENDOR	JEFFCOSH .	Jeff Cnty Sherif	f's Offic		12074.17	.00
Jeff.Co.PropertyAppraise							-		.00
Jeff.Co.PropertyAppraise					3 VR 19100523-28 3 VR 01100523-26		2023 FIRE ASSESS	3603.00	.00
		_	I IZ I QIFA	10/01/202	3 NK 01100020-20	O OCT-DEC		05799.25	.00
Jeff.Co.PropertyAppraise							2023 VALLEY VIEW		.00
Jeff.Co.PropertyAppraise							2023 AUCILLA SHO		.00
Jeff.Co.PropertyAppraise Jeff.Co.PropertyAppraise							2023 HANGER LOTS 2023 SW ASSESSMN'		.00
осттоет орегодтругатае	107 007 2020	- '	I IZHQISW	10/01/2020	J VN 22100323-20	4 OCT-DEC	2023 SW ASSESSI'IN	3887.50	.00
	CHE	CK TO VENDOR=	=>VENDOR	JEFFPROP 3	Jeff.Co.Property	Appraiser	TOTALS 2	13450.75	.00
Jones Welding & Industri	10/05/2023	- (00662479	07/31/2023	3 VR 28100523-14	3 CYLINDER	RENTAL	562.66	.00
Jones Welding & Industri		- 4	45796	04/13/2023	3 VR 28100523-146	5 OXYGEN		142.18	.00
Jones Welding & Industri		- 4	46306	07/06/2023	3 VR 28100523-142	2 02		142.18	.00
Jones Welding & Industri		- 4	1 6645	09/15/2023	3 VR 28100523-145	5 02		333.20	.00
Jones Welding & Industri	10/05/2023	- 4	16652	08/17/2023	3 VR 28100523-144	1 02		143.26	.00
	CHEC	CK TO VENDOR==	=>VENDOR	JONESWEL J	lones Welding & 1	Industria	TOTALS	1323.48	.00
Just North, LLC	10/05/2023		INREF923	09/19/2023	VR 22100523-126	REFUND CH	HARGED IN ERROR	122.00	.00
	CHEC	CK TO VENDOR==	->VENDOR	JUSTNORT J	ust North, LLC		TOTALS	122.00	.00
LAKEVIEW BOOKS	10/05/2023	- F	P650053	08/30/2023	VR 01100523-113	ARU032371	.3 BOOKS	635.61	.00
	CHEC	CK TO VENDOR==	>VENDOR	LAKEVIEW L	AKEVIEW BOOKS		TOTALS	635.61	.00
	10/05/2023 10/05/2023				VR 01100523-001 VR 01100523-076			167.79 501.01	. 00 . 00

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VENDOR NAME		PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СНЕ	CK TO VENDOR	==>VENDOF	R LUMEN	Centu	ıryLink	TOTALS	668.80	.00
McClellan Five, LLC	10/05/2023	-	04292	09/13/202	23 VR	22100523-162	? ARM CYLINDER SEAL REPLAC	CE 339.88	.00
	CHE	CK TO VENDOR:	==>VENDOF	R MCCLELLA	McCle	llan Five, L	LC TOTALS	339.88	.00
Meco of Atlanta	10/05/2023	-	03082023	03/31/202	3 VR	01100523-158	FINAL PMT DIESEL DISPENS		
								7170.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	MECO 1	Meco	of Atlanta	TOTALS	7170.00	.00
Mobile Communications	10/05/2023	-	70037925	09/01/2023	3 VR	22100523-184	GPS FLEET	314.25	.00
	CHE	CK TO VENDOR=	>VENDOR	MOBILECO N	Mobil	e Communicat	ions TOTALS	314.25	.00
Monticello Carquest Inc.		-	286667	09/05/2023	3 VR (01100523-232	MOWER BLADES	63.81	.00
Monticello Carquest Inc.		-	287606	09/15/2023	3 VR (01100523-233	OIL	24.79	.00
Monticello Carquest Inc.		-	38276975	04/21/2023	3 VR :	19100523-219	TRU FUEL CHAINSAW FUEL	113.00	.00
Monticello Carquest Inc.	10/05/2023						GENERATOR BATTERY	80.89	.00
Monticello Carquest Inc.		-	38277263	04/26/2023	3 VR 2	28100523-218	GENERATOR BATTERY	80.89	.00
Monticello Carquest Inc.		-	38286423	09/01/2023	3 VR 2	22100523-172	CABLE CHARGER G1	26.36	.00
Monticello Carquest Inc.		-	38287175	09/11/2023	3 VR 2	22100523-165	ZERO TURN BRAKES	39.60	.00
Monticello Carquest Inc.		-	38287286	09/12/2023	3 VR 2	22100523-166	DECK BELT ZERO TURN	79.24	.00
Monticello Carquest Inc.		- ,	38287416	09/13/2023	3 VR 2	28100523-141	DEF	235.00	.00
Monticello Carquest Inc.		-	38287635	09/15/2023	3 VR 2	22100523-167	BRAKE PADS C3	60.06	.00
Monticello Carquest Inc.		-	38287800	09/18/2023	3 VR 1	9100523-124	OIL DRI	277.80	.00
Monticello Carquest Inc.		~ ;	38287821	09/18/2023	3 VR 2	22100523-174	TRANSMISSION FLUID R1	155.88	.00
Monticello Carquest Inc.							HYD HOSE BULK FL2	56.72	.00
Monticello Carquest Inc.		- ;	38287908	09/19/2023	8 VR 2	2100523-173	WEEDEATER LINE	39.99	.00
Monticello Carquest Inc.							WASHER FLUID	35.94	. 00
Monticello Carquest Inc.							FILTERS X2 OIL BOBCAT	111.75	.00
Monticello Carquest Inc.							FILTER OFFICE GENERATOR	5.95	.00
Monticello Carquest Inc.	10/05/2023	- 3	88288511	09/26/2023	VR 2	2100523-170	FILTERS X2 OIL BOBCAT CRE	-13.48	.00
	CHEC	K TO VENDOR==	>VENDOR	MONTCARQ M	ontic	ello Carques	t Inc. TOTALS	1474.19	.00
Morris Propane, LLC	10/05/2023	- 1	.00500	08/31/2023	VR 2	3100523-130	TANK RENTAL FOR 911 ALTRN	110 00	.00
Morris Propane, LLC	10/05/2023						PROPANE FOR 911 ALTERNATY		.00
Morris Propane, LLC	10/05/2023						PROPANE FOR 911 ALTERNATY		.00
	CHEC	< TO VENDOR==	>VENDOR	MORRISPR Mo	orris	Propane, LL	C TOTALS	567.12	.00
NATIONAL PLAYGROUND	10/05/2023	- B	K108962	08/23/2023	VR 0	1100523-084	PLAYGROUND EQUIP INSTALL		
		J	2 2 2 2 2		0.			5882.00	.00
	CHECK	C TO VENDOR==	>VENDOR	NATPLAYC NA	ATION	AL PLAYGROUN	D TOTALS	5882.00	.00
Nextran Truck Centers	10/05/2023	- P	2934402	09/20/2023	VR 23	2100523-177	VALVE EL1	34.86	.00
	10/05/2023						WIPER ARMS G1	69.55	.00

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	СН	ECK TO VENDOF	R==>VENDO	R NEXTRAN	Nextran Truck C	enters	TOTALS	104.41	.00
O'Reilly Automotive, In O'Reilly Automotive, In					23 VR 22100523-10 23 VR 22100523-10			10.82 111.00	.00
	СН	ECK TO VENDOR	==>VENDO	R OREILLY	O'Reilly Automot	tive. Inc.	TOTALS	121.82	.00
Overhead Door Co.	10/05/2023	-	21865	09/27/202	3 VR 28100523-13	38 REPAIR E	BAY DOORS	600.00	.00
	CHE	CK TO VENDOR	==>VENDOF	R OVERHEAD	Overhead Door Co).	TOTALS	600.00	.00
Panhandle Library	10/05/2023	-	PALC231	10/01/202	3 VR 01100523-26	51 23/24 CA	TEXPRESS SUBSCR	PT 2920.00	.00
	CHE	CK TO VENDOR=	==>VENDOR	PANHANLI	Panhandle Librar	у	TOTALS	2920.00	.00
Peavy & Son Construction		-	CSA1FORN	08/23/2023	3 VR 18100523-11	8 FORNES R	D P#1	79772.02	00
Peavy & Son Construction		-	CSA1HFSR	08/23/2023	3 VR 18100523-12	0 HAYFIELD		216854.60	.00
Peavy & Son Construction		-	CSA1RBTP	08/23/2023	3 VR 18100523-11	7 ROBERT T	HOMPSON RD P#1	83458.64	.00
Peavy & Son Construction	10/05/2023	-	CSA1STAR	08/23/2023	3 VR 18100523-12	1 ST AUGUST	ΓINE RD P#1		
Peavy & Son Construction	10/05/2023	-	CSA2NNRD	08/23/2023	3 VR 18100523-119	9 NORTH NOF	2 RIAS RD P#2	250057.81	.00
Peavy & Son Construction	10/05/2023	-	CSA2SIMP	08/23/2023	VR 18100523-122	2 SIMPSON F	RD P#2	33675.66	.00
								44760.67	.00
	CHEC	CK TO VENDOR=	=>VENDOR	PEAVY P	eavy & Son Const	ruction	TOTALS 7	08579.40	.00
RCC INSPECTIONS LLC RCC INSPECTIONS LLC	10/05/2023 10/05/2023		202339	09/22/2023	VR 01100523-090	CONTRACTU	AL SERVICES	750.00	.00
THE ESTIMA ELU	10/03/2023		202341	09/26/2023	VR 01100523-089	CONTRACTU	RAL SERVICES	750.00	.00
	CHEC	K TO VENDOR==	=>VENDOR	RCCINSPE R	CC INSPECTIONS L	LC	TOTALS	1500.00	.00
Jefferson Co. Road Dept.	10/05/2023	- (823JCBD	09/06/2023	VR 01100523-078	8/2023 FL	EET FUEL	337.63	.00
	CHEC	K TO VENDOR==	>VENDOR	RDDEPT Je	efferson Co. Roa	d Dept,	TOTALS	337.63	.00
	10/05/2023		00681	09/08/2023	VR 01100523-004	C#W1M0485	LIBRARY SERV TE	R 188.00	.00
Medwii E	10/05/2023	- 5	02451	09/25/2023	VR 01100523-264	C#W1M1414	10/23 ANNEX MNT	Г 311.04	.00
		<pre>< TO VENDOR==</pre>					TOTALS	499.04	.00
Restoration Assistance	10/05/2023	- A	1202308 (09/11/2023	VR 22100523-211	8/2023 LAN		2250.00	.00
	CHECk	(TO VENDOR==	>VFNDAR I	RESTORAT PA	storation Assist	anco			
Marie Rigdon								2250.00	.00
maile Kigdon	10/05/2023	- 10	U23CIA (09/27/2023	VR 14100523-268	10/23 CIA	TRVL PER DIEM	485.00	.00

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBI	INVOICE ER NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO VENDO)R==>VENDOF	R RIGDONM	Marie Rigdon	TOTALS	485.00	.00
Keith Roddenberry	10/05/2023	-	022446	09/15/20	23 VR 01100523-049	D LAWN SERVICE	50.00	.00
	СНІ	ECK TO VENDO	R==>VENDOF	RODDENBE	Keith Roddenberry	/ TOTALS	50.00	:00
CHRIS SEXTON	10/05/2023	<u>.</u>	1023ME01	09/27/202	23 VR 14100523-270) 10/23 MEO1 PER DIEM SEX	TN 281.00	.00
	CHE	ECK TO VENDO	R==>VENDOR	SEXTON	CHRIS SEXTON	TOTALS	281.00	.00
SGA SPAY & NEUTER CLINIC SGA SPAY & NEUTER CLINIC SGA SPAY & NEUTER CLINIC SGA SPAY & NEUTER CLINIC	10/05/2023	- - -	2104001 2104948	09/15/202 09/20/202	23 VR 01100523-154 23 VR 01100523-155	FERAL CATS FIXED X3 FERAL CATS FIXED X2 FERAL CATS FIXED X2 FERAL CATS FIXED X3	15.00 10.00 10.00 15.00	.00 .00 .00
	CHE	ECK TO VENDO	R==>VENDOR	SGASPAY	SGA SPAY & NEUTER	CLINIC TOTALS	50.00	.00
James Skipworth	10/05/2023	-	1023JCE0	10/01/202	23 VR 01100523-262	10/24 JANITORIAL SERVICE	ES 460.00	.00
	CHE	CK TO VENDO	R==>VENDOR	SKIPWORJ	James Skipworth	TOTALS	460.00	.00
Sonitrol of Tallahassee Sonitrol of Tallahassee		-	501443 501471			C#R1M601957 10/23 MAINT C#R1M602878 10-12/23 MAI		.00
	CHE	CK TO VENDO	R==>VENDOR	SONITROL	Sonitrol of Talla	hassee TOTALS	1494.54	.00
THERESA STERLING	10/05/2023	-	GCT0923	09/11/202	3 VR 29100523-224	9/23 GOV CONF TOURISM RM	IB 1198.02	.00
	CHE	CK TO VENDO	R==>VENDOR	STERLINT	THERESA STERLING	TOTALS	1198.02	.00
Stewart Heating & Coolin Stewart Heating & Coolin Stewart Heating & Coolin Stewart Heating & Coolin	10/05/2023 10/05/2023		02892306 08182302	08/23/202 08/18/202			747.50 747.50 550.00	.00 .00 .00
	CHE	CK TO VENDOR	==>VENDOR	STEWARTH :	Stewart Heating &	Cooling TOTALS	3120.00	.00
Supervisor of Elections	10/05/2023	-	FY24RQ01	10/01/2023	3 VR 01100523-292	FY2024 25% BUDGET 1	52139.29	.00
	CHEC	CK TO VENDOR	==>VENDOR	SUPERVIS S	Supervisor of Elec	tions TOTALS 1	52139.29	.00
THE PLANNING COLLABORATI	10/05/2023	-	2348	07/31/2023	3 VR 01100523-086	REV LAMONT GAS STATION	1500.00	.00
	CHEC	CK TO VENDOR	==>VENDOR	THEPLANC T	THE PLANNING COLLA	BORATIV TOTALS	1500.00	.00
THE PLANT MAN	10/05/2023	-	327	09/15/2023	3 VR 01100523-007	SUMMER CLEANUP WORK	1960.67	.00

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
	СН	ECK TO VENDOF	==>VENDOF	R THEPLANT T	HE PLANT MAN	TOTALS	1960.67	.00
THE STANDARD INS (DENTAL	10/05/2023	-	DIV2DENT	r 08/31/2023	VR 01100523-24	1 POLICY#143638-DIV 2 DENT	TL 7478.62	.00
	CHE	ECK TO VENDOR	==>VENDOR	R THESTADE T	HE STANDARD INS	(DENTAL) TOTALS	7478.62	.00
THE STANDARD INSURANCE	10/05/2023	_	DTV1ADLE	08/31/2023	VR 01100523-242	2 P#143638-DIV 1 ADDTL LIF	Œ	
							1981.73	.00
THE STANDARD INSURANCE	10/05/2023	-	DIV3LIFE	08/31/2023	VR 01100523-243	3 POLICY#143638-DIV 3 LIFE		
							5451.98	.00
	CHE	CK TO VENDOR	==>VENDOR	THESTAND TI	HE STANDARD INSU	JRANCE TOTALS	7433.71	.00
JON R THOGMARTIN MD PA	10/05/2023	-	13591	09/10/2023	VR 01100523-085	B BENJAMIN/MH LEE LAB IN	V 116.00	.00
	CHE	CK TO VENDOR	==>VENDOR	THOGMART JO	ON R THOGMARTIN	MD PA TOTALS	116.00	.00
Joey Tillman	10/05/2023	-	0923FBCV	09/14/2023	VR 28100523-133	9/14 FOOTBALL GAME COVER	G 120.00	.00
	ĊHE	CK TO VENDOR	==>VENDOR	TILLMANJ Jo	pey Tillman	TOTALS	120.00	.00
Toshiba Financial Servic	10/05/2023	-	34883501	09/14/2023	VR 19100523-147	A#0151483084000	110.00	.00
Toshiba Financial Servic	10/05/2023	-				A#0151483084000	110.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	TOSHIBA4 To	shiba Financial	Service TOTALS	220.00	.00
Toshiba Financial Servic	10/05/2023	-	34846000	09/07/2023	VR 01100523-064	A#0251689390000	692.20	. 00
Toshiba Financial Servic						A#0251689390000	19.00	.00
Toshiba Financial Servic	10/05/2023					A#0251689390000	357.10	.00
Toshiba Financial Servic	10/05/2023					A#0251689390000	337.60	.00
Toshiba Financial Servic			34846000	09/07/2023	VR 01100523-068	A#0251689390000	49.00	.00
Toshiba Financial Servic		-	34846000	09/07/2023	VR 01100523-069	A#0251689390000	174.50	.00
Toshiba Financial Servic	10/05/2023	-	34846000	09/07/2023	VR 22100523-070	A#0251689390000	118.00	.00
	CHEC	CK TO VENDOR=	=>VENDOR	TOSHIBA5 To	shiba Financial	Service TOTALS	1747.40	.00
Tower Compactor Rentals	10/05/2023	_	2319410	10/01/2023	VR 22100523_285	10/23 COMPACTOR MAIN YARD	17/107	.00
Tower Compactor Rentals						10/23 COMPACTOR NEW MONTI		.00
Tower Compactor Rentals						10/23 COMPACTORS NASH	949.94	.00
Tower Compactor Rentals						10/23 COMPACTOR WACISSA	474.97	.00
Tower Compactor Rentals						10/23 COMPACTOR FULFORD	474.97	.00
Tower Compactor Rentals						10/23 COMPACTOR AUCILLA	474.97	.00
Tower Compactor Rentals						10/23 COMPACTORS LLOYD	949.94	.00
	CHEC				wer Compactor Re		4274.73	.00
TRI-COUNTY ELECTRIC COOP	10/0E/2022		10001001	00 /1 4 /0000	ID 10100500 100	A #07001 001 001	00.05	
TRI-COUNTY ELECTRIC COOP :						A#87301001001 AVFD	29.26	.00
TRI-COUNTY ELECTRIC COOP :						A#72001059005 PINCKNEY	77.04	.00
TRI-COUNTY ELECTRIC COOP :						A#72001059008 AUCILLA	59.84	.00
THE COUNTY ELECTRIC COUP .	10/03/2023	- 1	13233009	09/21/2023	/K 22100523-207	A#72001059009 WACISSA	128.45	. 00

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION	N DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
TRI-COUNTY ELECTRIC COOP		-	09239010	09/21/2023	VR 22100523-208	A#720010590	10 FULFORD	95.41	.00
TRI-COUNTY ELECTRIC COOP	10/05/2023	-	09239011	09/21/2023	VR 22100523-209	A#720010590	11 LLOYD	180.25	.00
TRI-COUNTY ELECTRIC COOP	10/05/2023	-	09239013	09/21/2023	VR 22100523-210	A#720010590	13 AUCILLA 2	50.52	.00
	CHE	ECK TO VENDOR=	==>VENDOR	TRICOUNT T	RI-COUNTY ELECTR	IC COOPE T	OTALS	620.77	.00
UniFirst Corporation	10/05/2023	-	CRDT1916	09/19/2023	VR 01100523-072	C#1311916 C	REDIT	-186.19	.00
UniFirst Corporation	10/05/2023	-			VR 22100523-185				.00
UniFirst Corporation	10/05/2023				VR 22100523-186				.00
UniFirst Corporation	10/05/2023	-	50034506	09/14/2023	VR 01100523-071	C#1311916 B	ATHROOM SUPPL	Y 223.72	.00
UniFirst Corporation	10/05/2023				VR 22100523-187				.00
UniFirst Corporation	10/05/2023	-	50034877	09/21/2023	VR 01100523-073	C#1311916 B	ATHROOM SUPPL	Y 182.36	.00
	CHE	CK TO VENDOR=	=>VENDOR	UNIFIRST Ur	niFirst Corporat	ion T	OTALS	627.76	.00
USA OIL LLC	10/05/2023	-	30889	09/19/2023	VR 22100523-183	BULK OIL REG	CYCLED	100.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	USAOIL US	SA OIL LLC	TO	OTALS	100.00	.00
Verizon Wireless	10/05/2023	_	42792501	08/23/2023	VR 01100523-074	Δ#7/12/100011/	00003	323.36	.00
	10/05/2023				VR 01100523-077			72.14	.00
	CHE	CK TO VENDOR=	=>VENDOR	VERIZONW Ve	erizon Wireless	TC	OTALS	395.50	.00
			CASH	ACCOUNT # 0	011010000	TO	OTALS 194	48806.53	.00
			BANK	ACCOUNT # 0	0101001611	TO	OTALS 194	48806.53	.00

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

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VENDOR NAME	DUE DATE	PURCI ORDER	HASE R NUMBER	INVOICE NUMBER	DUE DATE		VOUCHER NUMBER	TRANSACTI	ON DESCRIPTION	TRANS AMOUNT	
CASH CODE-08008	G/L C	CASH AC	CCOUNT-1	11010000			CASH-CHECKI	ING-CO TRAN	S		
Advanced Business System	m 10/05/2023		-	429193	09/12/20	23 VR	11100523-022	? C#CT33270	1	25.74	.00
	СН	ECK TO	VENDOR:	==>VENDOR	R ADVBUSIN	Adva	nced Business	Systems	TOTALS	25.74	.00
AG-PRO Companies	10/05/2023		-	598742	09/19/20	23 VR	11100523-017	REPAIR #3	7		
										1069.88	. 00
							RO Companies		TOTALS	1069.88	.00
Beard Equipment Company	10/05/2023		-	1845393	09/13/20	23 VR	11100523-012	7FT CARBO	N BLADES #87/112	2 582.00	.00
	CHI	ECK TO	VENDOR=	==>VENDOR	BEARD	Beard	d Equipment C	ompany	TOTALS	582.00	.00
CenturyLink	10/05/2023		-	0923RDDP	09/16/202	23 VR	11100523-002	A#31216830	04	505.67	.00
	СНІ	ECK TO	VENDOR=	=>VENDOR	CENTLINK	Centu	ıryLink		TOTALS	505.67	.00
Cintas Cintas Cintas	10/05/2023 10/05/2023 10/05/2023		-	68162955	09/19/202	23 VR	11100523-018	P#19616374	UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL	117.42	.00 .00 .00
	CHE	ECK TO	VENDOR=	=>VENDOR	CINTAS	Cinta	s .		TOTALS	352.26	.00
Duke Energy	10/05/2023		-	0823CAPP	09/19/202	23 VR	11100523-007	A#91008544	l8247	347.32	.00
	CHE	CK TO	VENDOR=	=>VENDOR	DUKE	Duke	Energy		TOTALS	347.32	.00
ELI ROBERTS & SONS	10/05/2023		<u>-</u> .	436321			11100523-006			87.19	.00
	CHF	CK TO					OBERTS & SONS		TOTALS	87.19	.00
GCLMONTICELLO GCLMONTICELLO	10/05/2023 10/05/2023		- :	144144	09/11/202	3 VR		TROWEL BAT	TERY WRONG ACCT		.00
	CHE	СК ТО	VENDOR==	=>VENDOR	GCLMONTI	GCLMOI	NTICELLO		TOTALS	.00	.00
John Deere Credit*	10/05/2023								38000 #87 PR TX		.00
	CHE	СК ТО	VENDOR==	=>VENDOR	JOHNDEEC .	lohn (Deere Credit*			2856.07	.00
Keaton Tire Repair	10/05/2023						11100523-009			247.25	
		CK TO									.00
Monticello Carquest Inc.		UN IU					Tire Repair		TOTALS	247.25	.00
Monticello Carquest Inc.							11100523-015 1100523-016		PUMP #84/99 SHP [L/TOWEL	348.58 303.65	.00 .00
	CHE	CK TO	VENDOR==	>VENDOR I	MONTCARQ N	Montic	ello Carques	t Inc.	TOTALS	652.23	.00

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER	TRANSACTION DESCRIPTION	TRANS AMOUNT	DISC/WITH AMOUNT
O'Reilly Automotive, Inc	: 10/05/2023	-	75181389	09/14/2023	VR 11100523-013	TRANSMISSION FLUID #84	115.53	.00
	CH	ECK TO VENDOR:	==>VENDOR	OREILLY O	'Reilly Automotiv	ve, Inc. TOTALS	115.53	.00
Potty Man Portables	10/05/2023	-	111430	09/22/2023	VR 11100523-019	PORTALET RENTAL	95.00	.00
	СН	ECK TO VENDOR=	=⇒>VENDOR	POTTYMAN PO	otty Man Portable	s TOTALS	95.00	.00
Safety-Kleen Systems, In	10/05/2023	-	17240940	09/07/2023	VR 11100523-020	PARTS WASHER SOLVENT	53.16	.00
	CHE	ECK TO VENDOR=	==>VENDOR	SAFETYKL Sa	afety-Kleen Syste	ms, Inc TOTALS	53.16	.00
Tallahassee Memorial	10/05/2023	-	16522880	09/08/2023	VR 11100523-021	R WOLF PHYSICAL/DRUG SCRN	198.00	.00
	CHE	CK TO VENDOR=	=>VENDOR	TALLMEMO Ta	allahassee Memori	al TOTALS	198.00	.00
Toshiba Financial Servic	10/05/2023	-	34846000	09/07/2023	VR 11100523-001	A#0251689390000	172.10	.00
	CHE	CK TO VENDOR=	=>VENDOR	TOSHIBA5 To	shiba Financial	Service TOTALS	172.10	.00
TRI-COUNTY ELECTRIC COOP TRI-COUNTY ELECTRIC COOP						A#72001059001 N SALT RD A#72001059012 HWY 90/SALT	30.77 30.77	.00
	CHE	CK TO VENDOR=	=>VENDOR	TRICOUNT TR	I-COUNTY ELECTRIC	C COOPE TOTALS	61.54	.00
			CASH	ACCOUNT # 1	11010000	TOTALS	7420.94	.00
			BANK	ACCOUNT # 0	101006511	TOTALS	7420.94	.00

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

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VENDOR NAME	DUE DATE	PURCHASE ORDER NUMBER	INVOICE NUMBER	DUE DATE	TY VOUCHER PE NUMBER		TRANSACTION DESCRIPTION	TRANS ON AMOUNT	DISC/WITH AMOUNT
CASH CODE-13013	G/L C	ASH ACCOUNT-26	61010000		FMB-JE	FF CO I	LITERACY ALLI		
Amazon Business	10/05/2023	-	QFHN39RX	08/27/2023	VR 2610052	3-001	JCLA SUPPLIES	288.28	.00
	СН	ECK TO VENDOR=	==>VENDOR	AMAZONBU A	mazon Busin	ess	TOTALS	288.28	.00
			CASH	ACCOUNT #	261010000		TOTALS	288.28	.00
			BANK	ACCOUNT #	180384001		TOTALS	288.28	.00
						FINA	AL REPORT TOTALS	1956515.75	.00

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS LIST OF VOUCHERS TO BE PAID - CASH CODE ORDER PAGE 16 TIME 14:16:04 USER NIKKI

SUMMARY PAGE INFORMATION

ERRORS DETECTED:

0

SELECT CRITERIA:

DUE DATE 10/05/2023 TO 10/05/2023

VENDOR

VOUCHER 001

TO 99999

CASH CODE 01001 08008 13013

INCLUDE DORMANT CREDIT MEMOS?..: Y

END OF REPORT

Planning Commission of County Commissioners Agenda Request

Date of Meeting: October 5, 2023

Date Submitted: September 29, 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 Conduct the Second and Final Public Hearing

and Adopt Proposed Special Exception Ordinance

Statement of Issue:

This agenda item requests Board approval to conduct the second of two required public hearings and adopt an ordinance making revisions to the County's regulations concerning permitted, prohibited, and used permitted upon special exception approval within the County Land Development Code. This is the final adoption hearing for the Ordinance.

Background:

In August 2022, the Board adopted Ordinance No. 2022-08042022-01, which imposed a moratorium on the County's acceptance of applications for, the processing of, and the issuance of Special Exception approvals in order to review, study, hold public hearings, prepare, and consider proposed revisions to the LDC related to Special Exceptions in order to ensure that Special Exceptions are properly regulated within the County in a manner which furthers the compatibility of land uses and sound land use planning principles. The primary task was to identify suitable uses that would be allowable upon special exception approval by the Board within each land use district. Such moratorium was later extended for three months by the Board in August 2023 pursuant to Ordinance No. 2023-05, and is slated to expire on October 7, 2023. As a result, it is critical that the contemplated changes to the County's regulations concerning special exceptions are adopted prior to October 7, 2023.

Analysis:

The ordinance makes the following changes to the County's Land Development Code:

- (1) Adopts definitions for Commercial Recreation, Hunting Lodges and Hunting Clubs, Neighborhood Commercial Uses, Outdoor Recreation, Primitive Campground, and Wastewater Package Plant.
- (2) Distinguishes between Outdoor Recreation uses (which are noncommercial in nature) and Commercial Recreation uses (which are commercial in nature and require special exception

- approval in land use districts where permitted). Removes passive/active outdoor recreation distinction.
- (3) Makes changes to principal uses within various land use districts to ensure consistency with County's Comprehensive Plan.
- (4) Revises Section 9.15 of the LDC, related to special exceptions, to remove the ability of the Planning Director to determine uses that require special exception approval.
- (5) Provides that all new wastewater Utility Plants, including wastewater package plants of any size, located within the County shall comply with the following effluent standards: Total Nitrogen Concentration Limits for Rapid Infiltration Basins (RIBs) and Absorption Fields 3 mg/L. Total Nitrogen Concentration Limits for All Other Land Disposal Methods 3 mg/L.
- (6) Identifies specific uses allowable upon special exception approval of the Board within each land use district as follows:

a. AG-20

- > Commercial Recreation.
- ➤ Livestock auction facilities.
- Marinas for three or more boats.
- ➤ Junkyards, salvage yards, and/or recycling collection centers.
- Permanent roadside produce stand located on an Arterial or Collector Road.
- > Retail greenhouse or nursery located on an Arterial or Collector Road.
- ➤ Commercial Cemetery.
- > Primitive Campgrounds.
- ➤ Slaughterhouses of 1000 sf or greater located on a minimum of 20 contiguous acres or more subject to Section 10. .
- > Mining subject to Article 5.
- > Animal Kennels and veterinary services.
- > Utility Plants.

b. AG-5

- > Commercial Recreation.
- ➤ Livestock Auction Facilities,
- Marinas for three or more boats
- ➤ Junkyards, Salvage yards, and/or recycling collection centers,
- ➤ Permanent roadside produce stand located on an Arterial or Collector Road.
- ➤ Retail greenhouse or nursery located on an Arterial or Collector Road.
- > Commercial Cemetery
- > Primitive Campgrounds on a minimum of 20 contiguous acres or more.
- Retreat or spa on a minimum of 50 contiguous acres or more.
- ➤ Slaughterhouses of 1000 sf or greater on a minimum of 20 contiguous acres or more.
- ➤ Utility Plants.

c. AG-3

- > Livestock auction facilities,
- Marinas for three or more boats.
- > Permanent roadside produce stand located on an Arterial or Collector Road.
- ➤ Retail greenhouse or nursery located on an Arterial or Collector Road.

d. Residential 1 & Residential 2

Neighborhood Commercial in an existing platted neighborhood or residential area.

e. Industrial

➤ Utility Plants

f. Mixed Use – Suburban/Residential

- ➤ Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
- Non-commercial (Private) Sawmills subject to Section 2.1.11.B.

g. Mixed Use Business

- ➤ Industrial uses on properties along Arterial roads or at intersections of Major Collectors, limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
- ➤ Any Principal Use exceeding 500,000 square feet (11.48 acres) total impervious surface ratio.
- Any Principal Use which has storage capacity for more than 50,000 gallons of liquid product(s).
- > Utility Plants.

h. Interchange Business

≥ Multi-family residential where public or community water and sewer services

are available.

≥ Utility Plants.

Additionally, the following utility and transportation-related uses are permitted in all land use district subject to special exception approval:

- Linear Transmission Facilities and Linear Transmission Facility corridors, rights-of-way, easements and other activities for the purpose of construction, operation and maintenance of facilities such as natural gas pipelines, petroleum pipelines and electric lines used for the cross-country transmission of product over a linear distance;
- ➤ Maintenance facilities and storage yards, greater than one (1) acre, for schools, government agencies and, electric, telephone and cable companies;
- ➤ LP storage and/or distribution facility in excess of 1000 gallons;
- > Airports and airfields;
- > Hazardous waste collection and handling facilities and recycling facilities; and
- ➤ Railroad Rights-of-way.
- ➤ Electric power plants.

The Planning Commission considered the Ordinance at a meeting on August 24 and voted to recommend approval, subject to several recommended changes that have been incorporated into the Ordinance, including making animal kennels a permitted (rather than special exception) use in AG-20, making animal kennels and veterinary services a special exception use in AG-5, and allowing pig stys, chicken coops, live stock pens, dog kennels, and slaughterhouses on AG-3 parcels of at least 5 acres in size.

The Planning Commission also recommended making changes to the LDC to allow for borrow pits for the purpose of personal or on-site use to be allowed on any property within the County. This recommendation has not been incorporated in the Ordinance.

The Ordinance is not intended to require special exception approval of a bona fide agritourism activity (as defined pursuant to state law) to operate. In fact, the description of Agricultural uses contained in Section 50-2.1.8 of the LDC already recognizes that "no special approval required for any facilities required to process low-volume items comparable to a produce stand selling products grown & produced onsite such as honey from bees, fruits, vegetables or you-pick facilities." To clarify this, the following sentence has been included in the definition of Commercial Recreation: "This use does not include a bona fide agritourism activity, as defined pursuant to state law, on land classified as agricultural land by the property appraiser."

¹ State law permits the County to address substantial offsite impacts of agritourism activities, which authority is retained by the County.

Request Board Approval to Schedule and Advertise Public Hearings for Proposed Special Exception Ordinance

October 5, 2023

Page 5

Options:

- 1. Conduct the Second and Final Public Hearing and Adopt the Attached Ordinance Revising Special Exception Regulations
- 2. Do Not Conduct the Second and Final Public Hearing and Do Not Adopt the Attached Ordinance Revising Special Exception Regulations
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Draft Special Exception Ordinance

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, RELATED TO PERMITTED USES, PROHIBITED USES, AND USES PERMITTED BY SPECIAL EXCEPTION IN THE COUNTY'S LAND USE **DISTRICTS**: AMENDING SECTION 1.3.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO DEFINITIONS; AMENDING SECTION 2.1.3 OF THE LAND DEVELOPMENT CODE RELATED TO OUTDOOR RECREATIONAL USES; AMENDING SECTION 2.1.7 OF THE LAND DEVELOPMENT CODE RELATED TO LOCAL PUBLIC SERVICE ACTIVITIES; AMENDING SECTION 2.2.0 OF THE LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN EACH LAND USE DISTRICT; REVISING THE PRINCIPAL USES AND USES ALLOWED BY SPECIAL EXCEPTION WITHIN VARIOUS LAND USE DISTRICTS; AMENDING SECTION 2.9.0 OF THE LAND DEVELOPMENT CODE RELATED TO TRANSPORTATION AND UTILITIES; PROVIDING ADDITIONAL REGULATIONS RELATING TO **EFFLUENT STANDARDS** APPLICABLE TO WASTEWATER UTILITY PLANTS; AMENDING SECTION 5.3.4 OF THE LAND DEVELOPMENT CODE RELATED TO BUFFERING AND LANDSCAPE BUFFERS; AMENDING 9.15.0 OF LAND SECTION THE DEVELOPMENT PERTAINING TO SPECIAL EXCEPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT: AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Jefferson County Board of County Commissioners ("Board") to regulate the use and development of land within the County to promote, protect, and improve the public health, safety, and welfare of Jefferson County's residents, while maximizing economic benefits and minimizing threats to the environment and natural and manmade resources; and

WHEREAS, to encourage the most appropriate use of land, discourage incompatible uses of adjacent properties, preserve and protect the environment, natural resources and beauty of Jefferson County, and to help accomplish the goals and objectives of the County comprehensive plan, the Board finds it necessary to revise and update the principal uses and uses allowed by special exception within the County's land use districts; and

WHEREAS, pursuant to Chapter 403, Florida Statutes, the State has authorized the creation of Basin Management Action Plans ("BMAP"), which set forth strategies designed to achieve pollutant reductions established by a total maximum daily load (TMDL) to improve damaged waterways; and

WHEREAS, the vast majority of the County is located within the Wacissa River and Wacissa Spring Group Basin Management Action Plan ("Wacissa BMAP") or the Wakulla Springs Basin Management Action Plan ("Wakulla Springs BMAP"); and

WHEREAS, the springs, rivers, lakes, and other surface water and ground water resources located within Jefferson County are of vital importance to the County; and

WHEREAS, to protect the public health, safety, and welfare and in furtherance of the goals and objectives set forth of in the Wacissa BMAP and the Wakulla Springs BMAP, the Board wishes to adopt effluent standards applicable to wastewater treatment facilities.

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:

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.

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Animal Kennel: Any place where six or more dogs, cats, or combination thereof, are kept or maintained for breeding, boarding, grooming, training, sale, or other commercial purposes.

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Commercial Recreation: The use of land for recreational services, facilities, entertainment, exhibitions, competitions, special events or other attractions offered to the public for a fee, entry fee, or admission charge. This includes, but shall not be limited to, racetracks of any kind, off-road vehicular trail facilities, mudbogging and motocross/dirt bike facilities, golf courses and driving ranges, shooting and firing ranges, sports arenas/stadiums, swimming pools, any Outdoor Recreation use that is offered to the public for a fee, entry fee, or admission charge, and other similar uses that have the potential to generate high volumes of traffic and/or create noise, dust, odor or lighting that is detectable beyond the property line. This use does not include any form of camping or overnight stays. This use does not include a bona fide agritourism activity, as defined pursuant to state law, on land classified as agricultural land by the property appraiser.

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Hunting Lodges and Hunting Clubs: Structure used to accommodate and provide lodging for persons engaged in the lawful pursuit of trapping, shooting, fishing, capturing, or collection of wildlife, but not including any form of camping.

* * *

<u>Livestock</u>: Includes include all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, ostriches, and other grazing animals.

* * *

<u>Neighborhood Commercial Uses</u>: Commercial uses which serve residential districts as a matter of convenience and are located in proximity to the residential neighborhoods which they serve. Neighborhood Commercial Uses do not attract significant traffic from outside the neighborhood the use serves and must be located on either an Arterial or Collector road.

* * *

Outdoor Recreation: Has the meaning described in Section 2.1.3 hereof.

* * *

Primitive Campground: Land used for overnight stays by temporary guests using equipment, such as tents or self-contained campers, that is removed at the end of the guest's stay and characterized by lack of permanent electrical, sanitary wastewater, and plumbing facilities available at individual campsites. Primitive Campgrounds may include communal restroom facilities (with connection to central sewer or an on-site septic system) but may not include a recreational vehicle dumping station.

* * *

Utility Plant: a water production or wastewater treatment facility, including Wastewater Package Plants.

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Wastewater Package Plant: a prefabricated factory-assembled wastewater treatment unit or units generally used to treat smaller quantities of wastewater where a central wastewater system is not available. This does not include an onsite septic tank system.

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 2. AMENDMENT OF SECTION 2.1.3 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.1.3 of the Jefferson County Land Development Code, entitled "Outdoor Recreational," is hereby amended as follows:

2.1.3. OUTDOOR RECREATIONAL

A. Outdoor Recreation uses involve the noncommercial use of land for recreation afforded by natural resources such as springs, native vegetation, wildlife and open space and the scenic appeal of natural settings, requiring minimal development, except for restrooms, dressing rooms, equipment storage, maintenance buildings, open air pavilions, and similar structures and services provided in connection with the primary recreational use. This includes walking and hiking trails, picnic areas, bridle paths, equestrian facilities, archery ranges, greenways, and other similar resource-based uses. This use does not include any form of camping or overnight stays. This use also does not include any commercial use of land, such as outdoor recreational services, facilities, entertainment, exhibitions, competitions, special events or other attractions offered to the public for a fee, entry fee, or admission charge.

These uses include areas for outdoor recreational activities such as picnicking, jogging, eyeling, arboretums, licensed airstrips, hiking, golf courses, playgrounds, ballfields, outdoor ball courts, stables, rodeo arenas, outdoor swimming pools, and water-related or water-dependent uses such as boat ramps, fishing docks and piers, hunting, recreational shooting, firing ranges, marinas, miniature golf courses, race tracks, and similar recreational or quasi-recreational activities and all similar outdoor recreational uses, whether public or private, together with ordinary amenities and service normally associated with such uses. Commercial uses of these shall require a special exception permit.

B. Commercial Outdoor Shooting and Firing Ranges. Development order approval shall be required for Commercial recreational outdoor shooting and firing ranges shall be considered a Commercial Recreation use. A 40 acre minimum parcel size is required. Firing positions shall be separated a minimum of 300 feet from the boundary of the subject property with any adjacent parcel in separate ownership, and 1,250 feet from the nearest residence in existence at the time of initial review not located on the subject property. Perimeter security fencing shall be provided and warning signs shall be posted along the perimeter fence and at the entry gate. Range design shall follow a professionally accepted source such as "The Range Source Book 2012" published by the National Rifle Association or "Range Design Criteria" published by the U.S. Department of Energy.

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SECTION 3. AMENDMENT OF SECTION 2.1.7 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.1.7 of the Jefferson County Land Development Code, entitled "Local Public Service Activities," is hereby amended as follows:

2.1.7. LOCAL PUBLIC SERVICE ACTIVITIES

This group of activities includes those uses which generally provide essential or important public services directly to the consumer or are small scale facilities, and which may have characteristics of potential nuisance to adjacent properties due to noise, light and glare, or appearance. Government offices or government agency offices specifically are not included in this group of uses. Uses include the following, and substantially similar activities, based upon similarity of characteristics:

- 1. Emergency service activities such as buildings, garages, parking, and/or dispatch centers for ambulances, fire, police and rescue.
- 2. Radio and television transmission towers 1000 feet or less in height.
- 3. Utility facilities, such as <u>including</u> water and wastewater pumping stations and utility linear distribution/collection facilities' <u>corridors/easements/right of way which contain water or wastewater lines</u> as part of a consumer distribution or collection system, <u>but not including</u> Utility Plants.
- 4. Maintenance facilities and storage yards of 1 acre or less for school, government agencies, and electric, telephone and cable companies.
- 5. Bus terminals.
- 6. Public Service linear distribution/collection facilities such as electric distribution lines and natural gas lines, telephone lines, and cable TV lines for customer distribution.
- 7. Electric utility substations which serve only the surrounding area through distribution lines providing service directly to customers.

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 4. AMENDMENT OF SECTION 2.2.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.2.0 of the Jefferson County Land Development Code, entitled "Allowable Uses Within Each Land Use District," is hereby amended as follows:

2.2.0. ALLOWABLE USES WITHIN EACH LAND USE DISTRICT

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 is secondary in nature and must accept all characteristic farm activities of: noise, smells, dust, spray odors, timber clearing, etc." The three Agriculture land use districts generally differ in density standards for residential development, some permitted uses, and some setback standards.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. <u>Principal Uses.</u> The following types of uses are allowed in the Agriculture 20 Land Use District:

- 1. Agricultural.
- 2. Residential, subject to the density standards in **Table 2.6.0**. and **sub-Section 2.3.1**. Note: As stated in the Comprehensive Plan, "properties in this Land Use Category are used and appropriate for continued use primarily in very large scale agricultural activities. Included are the plantations and timber-producing lands". While there are provisions for clustering and conservation subdivisions for residential use, there are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as twenty (20) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.
- 3. Institutional, public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan, excluding residential care facilities and nursing homes.
- 4. Outdoor Recreational.
- 5. Local Public Service Activities.
- 6. Roadside Produce Stands, Temporary or Permanent Temporary roadside produce stands associated with the agricultural activity on the property.
- 7) Commercial Outdoor Firing ranges with a Business Permit/Minor Development Site plan in accordance with Section 2.1.3.2. above.
- 8) Special Exception approval by the Board of County Commissioners shall be required for permanent commercial use as a primary activity for any of the following:
- a. outdoor arenas
- b. livestock auction facilities,
 - c. race tracks,
 - d. marinas for more than three boats,
 - e. junkyards, salvage yards, and/or major recycling collection centers,
- 9) Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.
- 7. 10-Any pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.

- 11) Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.
- 8). 12) Sawmills and planing mills, and other similar wood product facilities—are allowed in Agriculture 20 and Agriculture 5; however, not allowable in Agriculture 3—subject to Section 2.1.11.
- 13) Mining is a use allowed as an overlay district permitted in the Agriculture 20 Land Use District only when approved by the Board of County Commissioners through Special Exception review as a major site plan to allow resource extraction as defined in Florida Statues. The types of uses in this group include surface mining, rock quarries, strip mining, borrow pits, and any extraction activities. Buildings and businesses for the refinement, processing, packaging, and transportation of extracted materials are included in this group of uses
- 9. Bed and Breakfasts subject to Section 9.13.2.
- 10. Hunting lodges and hunting clubs.
- 11. Animal Kennels and veterinary services.
- 12. Solar 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).
- **B.** Special Exception Uses. The following uses may be allowed in the Agriculture 20 Land Use District subject to Special Exception approval:
 - 1. Commercial Recreation.
 - 2. Livestock auction facilities.
 - 3. Marinas for three or more boats.
 - 4. Junkyards, salvage yards, and/or recycling collection centers.
 - 5. Permanent roadside produce stand located on an Arterial or Collector Road.
 - 6. Retail greenhouse or nursery located on an Arterial or Collector Road.
 - 7. Commercial Cemetery.
 - 8. Primitive Campgrounds.
 - 9. <u>Slaughterhouses of 1000 sf or greater located on a minimum of 20 contiguous acres or</u> more subject to Section 10.
 - 10. Mining subject to Article 5.
 - 11. Utility Plants.
 - 12. Retreat or spa on a minimum of 50 contiguous acres or more.

2.2.1.2 AGRICULTURE 5 (AG-5)

- **B.** A. Principal Uses. The following types of uses are allowed in the Agriculture 5 Land Use District:
 - 1. Agricultural.
 - 2. Residential, subject to the density standards in **Table 2.6.0**. and **sub-Section 2.3.0**. While there are provisions for clustering and conservation subdivisions for residential use, there

are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as five (5) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.

- 3. Institutional, <u>public or private schools subject to Policy FLU-8-3 of the Jefferson County</u> Comprehensive Plan, excluding residential care facilities and nursing homes.
- 4. Outdoor Recreational.
- 5. Local Public Service Activities.
- 6. Temporary roadside produce stands associated with the agricultural activity on the property.
- 6) Roadside Produce Stands, Temporary or Permanent.
- 7) Commercial Outdoor Firing ranges with a Business Permit/Minor Development Site plan in accordance with Section 2.1.3.2. above.
- 8) Special Exception approval by the Board of County Commissioners shall be required for permanent commercial use as a primary activity for any of the following:
 - a. outdoor arenas
 - b. livestock auction facilities,
 - c. race tracks,
 - d. marinas for more than three boats,
 - e. junkyards, salvage yards, and/or major recycling collection centers,
- 9) Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.
- 7. 40. Any pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.
- 11) Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.
- 8. 12) Sawmills and planing mills, and other similar wood product facilities are allowed in Agriculture 20 and Agriculture 5; however, not allowable in Agriculture 3 subject to Section 2.1.11.
- 9. Bed and Breakfasts subject to Section 9.13.2.
- 10. Hunting lodges and hunting clubs.

- 11. Solar 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).
- **B.** Special Exception Uses. The following uses may be allowed in the Agriculture 5 Land Use District subject to Special Exception approval:
 - 1) Commercial Recreation.
 - 2) Livestock Auction Facilities,
 - 3) Marinas for three or more boats
 - 4) Junkyards, Salvage yards, and/or recycling collection centers,
 - 5) Permanent roadside produce stand located on an Arterial or Collector Road.
 - 6) Retail greenhouse or nursery located on an Arterial or Collector Road.
 - 7) Commercial Cemetery
 - 8) Primitive Campgrounds on a minimum of 20 contiguous acres or more.
 - 9) Retreat or spa on a minimum of 50 contiguous acres or more.
 - 10) Slaughterhouses of 1000 sf or greater on a minimum of 20 contiguous acres or more.
 - 11) Utility Plants.
 - 12) Animal Kennels and veterinary services.

2.2.1.3 AGRICULTURE 3 (AG-3)

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

- 1. Agricultural, but not including livestock related uses.
- 2. Residential, subject to the density standards in **Table 2.6.0**. and **sub-Section 2.3.0**. While there are provisions for clustering and conservation subdivisions for residential use, there are also instances where some smaller parcels are desired to create individual housing parcels on larger farm or plantation properties. The intention is to allow the creation of such smaller homesite parcels; however, each parcel shall count as three (3) acres for density purposes and shall be reflected in subdivision approval as a decrease in the total allowable developable density of the remainder of the parent tract.
- 3. Institutional, <u>public or private schools subject to Policy FLU-8-3 of the Jefferson County</u> Comprehensive Plan, excluding residential care facilities and nursing homes.
- 4. Outdoor Recreational.
- 5. Local Public Service Activities.
- 6. <u>Temporary</u> roadside produce stands, <u>associated with agricultural activity on the property</u> <u>Temporary or Permanent</u>.
- 7. Other commercial activities associated with agricultural and/or outdoor recreational uses including, but not limited to, wholesale or retail nurseries; taxidermy services; horseback riding facilities and stables; canoe/kayak/tubing rental facilities, kennels, and/or similar facilities utilized for commercial breeding or boarding, veterinary services, including veterinary hospitals; and similar uses may be allowed subject to a home business permit approved by the Planning Official via a Minor Development Site Plan review.

- 8. If located on a parcel of at least five acres or contiguous parcels consisting of at least five acres in total, Any a pig sty, chicken coop, livestock pen, dog kennel, slaughterhouse, or similar structure or activity, provided such is must be located at least five hundred (500) feet from any dwelling unit located on any other lot or parcel of land and at least one hundred (100) feet from any boundary of the lot or parcel on which it is located. Notwithstanding the preceding, when the size of the outbuilding and/or pen is clearly indicative that the facilities are for individual use as a pet(s) or raised as food for the homeowner family, the above structures and activities may be located within one-hundred (100) feet from any dwelling unit located on any other lot or parcel and within fifty (50) feet from any boundary of the lot or parcel on which it is located. Slaughterhouses of 1000 sf or greater also require special exception approval and are only allowed in AG 20 and AG 5 provided such uses are located on a lot or parcel of greater than 20 acres and satisfy the above applicable setbacks.
- 9. Public or private waste collection facilities are allowed at specific locations established by the Board of County Commissioners.
- 7. Bed and Breakfasts subject to Section 9.13.2.
- 8. Hunting lodges and hunting clubs.
- 9. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
- **B.** Special Exception Uses. The following uses may be allowed in the Agriculture 3 Land Use District subject to Special Exception approval:
 - 1. Livestock auction facilities,
 - 2. Marinas for three or more boats.
 - 3. Permanent roadside produce stand located on an Arterial or Collector Road.
 - 4. Retail greenhouse or nursery located on an Arterial or Collector Road.
 - 5. Veterinary services

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2.2.3. Residential 1 & Residential 2

A. Principal Uses. The following types of uses are allowed in the Residential 1 I and Residential 2 II Land Use Districts:

- 1. Residential, subject to the density standards in Table 2.6.0. and sub-Section 2.3.0.
- 2. Outdoor Recreational, including licensed airstrips as an accessory use Outdoor Recreation.
- 3. Local Public Service Activities., provided that all above-ground electric power lines are located on single pole structures
- 4. <u>As part of In-</u>new residential developments, Neighborhood Commercial designated as commercial activities designed by size and function to serve and compliment the immediate surrounding residential area within a one mile radius is allowed. Such commercial shall be limited to five percent (5%) of the overall development area and

- located a minimum of 2 or more miles from another commercial property. Intensity of development shall not exceed 65% impervious lot ratio.
- 5. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
- 6. Houses of worship.
- 7. Public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.
- 8. Day care facilities (young or old).
- 9. Nursing homes.
- B. Special Exception Uses. The following uses may be allowed in the Residential 1 and 2 Land Use Districts subject to Special Exception approval:
 - 1. Neighborhood Commercial in an existing platted neighborhood or residential area.

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2.2.5. INDUSTRIAL

<u>A. Principal Uses.</u> The following types of uses are allowed in the Industrial Land Use District. Specifically prohibited are hazardous waste and medical waste disposal facilities.

- 1. General industrial uses, particularly industrial uses listed by the North American Industry Classification System (NAICS) in Division D: Manufacturing, of the U.S. Department of Labor Occupational Safety & Health Administration (OSHA) meeting any of the following criteria:
 - a. Uses requiring any special permits from Federal, State, or Regional agencies, such as any Special Environmental or Air Quality Permits, but not including standard Stormwater Management Permits normally associated with all types of developments.
 - b. Those industrial activities involving large-scale manufacturing equipment.
 - c. Those industrial activities including high volume distribution/collection facilities.
- 2. Local Public Service Activities.
- 3. Commercial Recycling Centers.
- 4. Sawmills and planing mills, and other similar wood product facilities (see Section 2.1.11 above), including wood treatment facilities not allowed in other Land Use Districts, are allowed in an Industrial District with no limitation on hours of operation. Minimum site size in an Industrial District may be reduced to 10 acres, with the provision that no building used for these activities shall be located within 300 feet of any side or rear lot line that is adjacent to any other Land Use District not Industrial or 100 feet of another parcel within the same Industrial District.
- 5. Small Scale Solar 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).
- 6. Self Storage Warehouse.

- 7. Houses of worship.
- B. Special Exception Uses. The following uses may be allowed in the Industrial Land Use District subject to Special Exception approval:
 - 1) Utility Plants.
- 2.2.6. MIXED USE SUBURBAN/RESIDENTIAL

<u>A. Principal Uses.</u> The following types of uses are allowed in the Mixed Use - Suburban/Residential Land Use District.

- 1. Residential.
- 2. Institutional, <u>public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.</u>
- 3. Outdoor Recreational Professional Service and Office.
- 4. General Commercial.
- 5. Local Public Service Activities
- <u>6.</u> Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
- 7. Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
- 8. Non-commercial (Private) Sawmills (see Section 2.1.11.B. above)
- **B.** Special Exception Uses. The following uses may be allowed in the Mixed Use Suburban/Residential Land Use District subject to Special Exception approval:
 - 1. Light industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to thirty thousand (30,000) square feet gross floor area and activities such as small-scale assembly/handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
 - 2. Non-commercial (Private) Sawmills subject to Section 2.1.11.B.
- 2.2.7. MIXED USE BUSINESS/RESIDENTIAL

A. Principal Uses. The following types of uses are allowed in the Mixed Use - Business/Residential Land Use District:

1. Residential.

- 2. Institutional, <u>public or private schools subject to Policy FLU-8-3 of the Jefferson County Comprehensive Plan.</u>
- 3. Outdoor Recreational.
- <u>3.</u> Professional Service and Office.
- 4. General Commercial..
- <u>5.</u> High Intensity Commercial.
- 6. Local Public Service Activities.
- <u>7.</u> Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.
- 8. Industrial uses are allowed on properties along Arterials or at intersections of Major Collectors, and shall be limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
- 9. The following uses are allowed by Special Exception approval from the Board of County Commissioners:
 - a. uses exceeding 500,000 square feet (11.48 acres) total impervious surface ratio;
 - b. uses which have storage capacity for more than 50,000 gallons of liquid product(s).
- 10. Non-commercial (Private) Sawmills (see Section 2.1.11.B. above)

B. Special Exception Uses. The following uses may be allowed in the Mixed Use - Business/Residential Land Use District subject to Special Exception approval:

- 1. Industrial uses on properties along Arterial roads or at intersections of Major Collectors, limited to one hundred thousand (100,000) square feet gross floor area and activities such as handicrafts, high tech facilities, small-scale printing and publishing facilities, and low-impact industrial facilities with general overall characteristics similar to general commercial. Outside storage areas shall be visually screened from roads and adjacent residences.
- 2. Any Principal Use exceeding 500,000 square feet (11.48 acres) total impervious surface.
- 3. Any Principal Use which has storage capacity for more than 50,000 gallons of liquid product(s).
- 4. Utility Plants.

2.2.8. Interchange Business

A. Principal Uses. The following types of uses are allowed in the Interchange Business Land Use District:

- 1. Institutional, but excluding public and private schools.
- 2. Professional Service and Office.
- 3. General Commercial.
- 4. High Intensity Commercial.
- 5. Local Public Service Activities

- 6. Industrial (Note: Outside storage areas and loading docks, particularly for distribution centers, shall be visually screened from roads and adjacent residences.)
- 7. Small Scale Solar Photovoltaic Collector Systems as are allowed by LDC Section 2.11.0.

B. Special Exception Uses. The following uses may be allowed in the Interchange Business Land Use District subject to Special Exception approval:

- 1. <u>Multi-family residential where public or community water and sewer services are</u> available.
- 2. <u>Utility Plants.</u>

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 5. AMENDMENT OF SECTION 2.9.0 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 2.9.0 of the Jefferson County Land Development Code, entitled "Transportation/Utilities," is hereby amended as follows:

2.9.0 Transportation/Utilities

2.9.1. GENERALLY.

These standards are for those public or private transportation or utility facilities allowed in all Land Use categories which may have characteristics with potential nuisance levels to adjacent property due to noise, light, glare, appearance, or safety concerns which require additional standards.

2.9.2. PERMISSIBLE AND PROHIBITED USES SUBJECT TO SPECIAL EXCEPTION APPROVAL.

<u>A.</u> In addition to the uses permitted in the underlying Land Use Districts, the following <u>uses shall be permitted in all Land Use Districts</u> and <u>substantially similar activities</u>, <u>based upon similarity of characteristics are allowed</u>, subject to <u>approval as a Special Exception approval</u>. <u>Uses not named or not found to be substantially similar are prohibited</u>.

- A. Utility facility sites, such as water plants with treatment beyond disinfection and storage above 100,000 25,000 gallons, Type I & II (Chap. 17-600.200 F.A.R), wastewater treatment plants, all electric substations, and petroleum tank farms in excess of 500,000 gallons;
- **B.** 1. Linear Transmission Facilities and Linear Transmission Facility corridors, rights-of-way, easements and other activities for the purpose of construction, operation and maintenance of facilities such as natural gas pipelines, petroleum pipelines and electric lines used for the cross-country transmission of product over a linear distance;
- C. 2. Maintenance facilities and storage yards, greater than one (1) acre, for schools, government agencies and, electric, telephone and cable companies;
- **D.** 3. LP storage and/or distribution facility in excess of 1000 gallons;
- **E.** 4. Airports and airfields;
- F. 5. Hazardous waste collection and handling facilities and recycling facilities; and
- G. 6. Railroad Rights-of-way.

7. Electric power plants.

H. Solar Photovoltaic facilities

2.9.3. ADDITIONAL REGULATIONS.

In addition to the appropriate development design criteria and standards of Chapter 5, the following standards will apply to Transportation/Utility facilities:

* * *

- E. All new wastewater Utility Plants located within the County shall comply with the following effluent standards:
- 1. Total Nitrogen Concentration Limits for Rapid Infiltration Basins (RIBs) and Absorption Fields 3 mg/L.
 - 2. Total Nitrogen Concentration Limits for All Other Land Disposal Methods 3 mg/L.

* * *

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 6. 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:

5.3.4. BUFFERING AND LANDSCAPE BUFFERS

A. Purpose and Intent.

This Section requires buffers comprised of landscaping, while also allowing some forms of fencing, to be provided and maintained for various reasons such as, but not limited to:

- 1. when certain land uses are adjacent to or directly across from others that may have incompatible elements of the development; and/or
- 2. to protect some uses from the traffic, noise, glare, trash, vibration and odor likely to be associated with a more intensive land use; and/or
- 3. to enhance the conservation of the values of existing adjacent land and buildings; and/or
- 4. to provide adequate light and air.

Widths and required plantings within landscape buffers vary depending upon the relative intensities of the abutting or adjacent uses. Buffer requirements are intended to be flexible to allow the developer to satisfy the intent of the landscape buffer requirement.

B. How to Determine Landscape Buffer Requirements.

Depending on whether sound buffering or visual screening is required, landscape buffers should be located at the perimeter of the site for any given use. Landscape buffers shall not be located in any portion of a public or private right-of-way. The following procedure shall be followed to determine the type of landscape buffer required:

1. Identify the land use district of the proposed use and the land use district and existing use of the adjacent or adjoining properties and rate the actual uses as high, medium, or low impact types of uses. (see **Table 5.2.4.A.** below)

Note: Single-family residential and Agriculture/Silviculture uses are exempt from providing buffers; however, they are listed herein to determine requirements on adjacent non-residential or multi-family development parcels if new uses are constructed.

Uses. For the purposes of determining landscaped buffer requirements, nonresidential land uses are classified as high, medium, or low impact uses as follows in **Table 5.3.4.A.:**

TABLE 5.3.4.A TYPES OF USE BY IMPACT								
High Impact Uses.	Medium Impact Uses.	Low Impact Uses.						
Strong effect on adjacent uses.	Moderate effect on adjacent	Limited effect on adjacent						
Strong effect on adjacent uses.	uses.	uses.						
Industrial; Mining; Water or Wastewater Treatment Plants; Electric Utility substations: <u>Large Scale Solar Facility</u>	General Commercial; Feedlots; "Active" Commercial Outdoor Recreation Uses; Agriculture & Silviculture	Institutional; "Passive" Outdoor Recreation Uses; Professional Service/Office						

Note: "Active" Outdoor Recreational Uses/Facilities can be characterized as those types of uses/activities involving motorized vehicles and/or equipment or activities drawing relatively large numbers of participants and/or spectators and are generally activities requiring Special Exception approval. "Passive" Outdoor Recreational Uses/Faculties can be characterized as uses or activities generally unnoticeable by adjacent property owners due to public participation being mostly low numbers of small groups of people generating little traffic or noise.

* * *

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 7. AMENDMENT OF SECTION 9.15.0, 9.15.1, AND 9.15.2 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE. Section 9.15.0 – 9.15.2 (inclusive) of the Jefferson County Land Development Code, entitled "Special Exceptions," is hereby amended as follows:

9.15.0. SPECIAL EXCEPTIONS

During a pre-application conference, the Planning Official may make a determination to require Special Exception review for a use meeting criteria defined in Article 1 of this Code. The application for Special Exception shall be submitted concurrently with a development plan (whether major or minor) and shall include all standard submittal requirements, additionally addressing the Performance Standards listed below:

9.15.1 DESIGNATION OF SPECIAL EXCEPTIONS For purposes of these review procedures, all special exceptions shall be designated by the Planning Official. The Planning Official's determination shall be supported by written findings. The specific uses allowable upon special exception approval within each land use district are identified in Section 2.2.0 of this Code.

9.15.2. PRE-APPLICATION CONFERENCE The Planning Official determines that an application for a development should be reviewed as a Special Exception as part of the initial discussion during the normal pre application process. Prior to submittal of an application for special exception approval, the owner(s) or designated representative involved in the preparation of the application shall meet with the Planning Official and/or staff to discuss the proposed use and the application review and approval process. Applicants are also encouraged to meet with neighboring property owners as early as possible in the process to discuss pertinent issues that may affect the project. No person may rely upon any comment concerning a proposed special exception, or any expression of any nature about the proposal made by any participant at the preapplication conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

* * *

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 8. CODIFICATION.

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.

SECTION 9. 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 10. CONFLICT.

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

conflict, hereby repealed.

SECTION 11. 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.

	<u> </u>	
PASSED AND DULY ADOPTED with a	quorum present and vo	ting by the Board of
County Commissioners of Jefferson County this _	day of	, 2023.
		Y COMMISSIONERS
	OF JEFFERSON CO	UNTY, FLORIDA
	Chris Tuten, Chairma	 n
	C11115 1 01011, C110111110	
ATTESTED BY:		
	<u> </u>	
Kirk Reams, Clerk of Court		
APPROVED AS TO FORM:		
AFFROVED AS TO FORM.		
Heather Encinosa, County Attorney		

Planning Commission of County Commissioners Agenda Request

Date of Meeting: October 5, 2023

Date Submitted: September 29, 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 Conduct a Public Hearing on First Reading

of Proposed Solar Facilities Ordinance

Statement of Issue:

This agenda item requests the Board conduct the first of two required public hearings on an ordinance amending the County's existing solar ordinance, Ordinance No. 2020-091720-01, as incorporated into the Jefferson County Land Development Code (LDC) in various section of LDC Section 2.2.0 regarding land use districts, and LDC Section 2.11.0 regarding Solar Photovoltaic Collector Systems. The ordinance requires two public hearings before the Board of County Commissioners, due to the fact that the ordinance proposes changes to the list of permitted, prohibited, and conditional uses within land use categories. The final adoption hearing is scheduled to occur on October 19.

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.

Request Board Approval to Conduct a Public Hearing on First Reading of Proposed Solar Facilities Ordinance

October 5, 2023

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- (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:

The ordinance makes the following changes to the County's current solar ordinance:

- (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.

Changes from April 2023 Version of Ordinance

Following several workshops related to the solar ordinance before both the Planning Commission and Board earlier this year, County staff and the County Attorney's Office sought additional comments and input regarding the proposed ordinance from an engineering consultant under contract with the County (AE Engineering) and other interested parties, including electric utility companies.

Several changes have been made from the ordinance which was last presented to the Board in April 2023. A "redline" draft of the ordinance showing changes from the April 2023 version is attached hereto as Attachment 2 for ease of reference. The changes, which mostly relate to stormwater management requirements applicable to Large Scale Solar Facilities, are further summarized as follows:

(1) The Stormwater Management System shall be designed such that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an

open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.

- The April 2023 ordinance required the Stormwater Management System to be designed to accept at a minimum the first 1.25 inches from any rainfall event. Per the engineering consultant, the 25 year/100 year storm requirement is consistent with typical stormwater engineering standards for new development and will require systems to be designed to accommodate a greater amount of rainfall that occurs during larger storm events.
- (2) 25% 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.
 - The April 2023 ordinance provided an 80% impervious factor. The County's engineering consultant believed that 80% is too high given that the area beneath the solar panels is mostly pervious. The engineering consultant recommended a 25% impervious factor.
- (3) Removed requirement that maximum slope of 5% or less shall be maintained on any area of the property which contains solar panels. The engineering consultant stated that this requirement is not necessary given that slope of the property will be taken into account in the design of the stormwater management system for the site.
- (4) Added requirement that applicants obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- (5) Added requirement that the stormwater management system not have adverse offsite impacts on neighboring properties.
- (6) Allows gravel or other pervious ground covering to be used in addition to grass underneath solar panels. The engineering consultant stated that it can be difficult to grow grass underneath solar panels.
- (7) Specifies that no stormwater ponds or aboveground stormwater conveyance structures may be located within 20 feet from a solar panel. The engineering consultant pointed out that there is little to no risk in having below ground stormwater conveyance structures near solar panels.
- (8) Removed requirement that large scale solar facilities and other high impact developments install additional landscape buffers inside the boundaries of the property at successive 50 acre intervals. We are unaware of any similar requirement in other jurisdictions and one utility company pointed out that this requirement is onerous and unnecessary. Large scale solar facilities will still be considered a high impact use for buffer/landscape purposes, and be required to comply with the County's perimeter buffer and landscape requirements.
- (9) Clarified that rooftop solar systems do not require planning department review/approval, but are rather subject to building permit approval.

Alternative Draft of Solar Ordinance

Also included for Board consideration at the request of Commissioner Walker is an alternative

Request Board Approval to Conduct a Public Hearing on First Reading of Proposed Solar Facilities Ordinance October 5, 2023

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version of the solar ordinance which contains no regulations or requirements related to stormwater management (Attachment 3 hereto).

Options:

- 1. Conduct the First Public Hearing on the Proposed Solar Facilities Ordinance.
- 2. Do Not Conduct the First Public Hearing on the Proposed Solar Facilities Ordinance.
- 3. Board Direction.

Recommendation:

Option #1

Attachments:

- 1. Current Draft Solar Facilities Ordinance
- 2. Redline Draft of Solar Facilities Ordinance Showing Changes From April 2023 Draft
- 3. Alternative Draft of Solar Facilities Ordinance

ATTACHMENT 1

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 DEFINTIONS; AMENDING SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN AGRICULTURAL LAND DISTRICTS; AMENDING SECTION 2.2.2 OF THE JEFFERSON **DEVELOPMENT** COUNTY LAND **CODE RELATED** TO ALLOWABLE USES IN THE CONSERVATION LAND USE DISTRICT: AMENDING SECTION 2.2.5 OF THE JEFFERSON **LAND DEVELOPMENT CODE COUNTY RELATED** 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 DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE **JEFFERSON** CONTY LAND **DEVELOPMENT RELATING TO DEFINITIONS; AMENDING SECTION 9.4.4 OF THE** LAND DEVELOPMENT CODE PERTAINING TO MAJOR MULTI-**FAMILY** RESIDENTIAL SITE **PLANS**: **PROVIDING** 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; and

WHEREAS, this Ordinance is adopted pursuant to Part II of chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits, and is therefore exempt from the requirements of Section 125.66(3)(a), Florida Statutes, related to business impact estimates.

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.

* * *

<u>Decommissioning</u> - 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.

* * *

<u>Roof Mounted Solar System</u> - 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) <u>Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.</u>
- 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.

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," inclusive of Sections 2.2.1.1, 2.2.1.2, and 2.2.1.3, 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.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. Principal Uses. The following uses are allowed in the Agriculture 20 Land Use District:

* * *

11) Solar Photovoltaic Collector Systems <u>Facilities</u> as are allowed by LDC Section 2.11.0 (Large Scale Solar Photovoltaic Collector Systems <u>Facilities</u> require approval as a major development and special exception).

* * *

2.2.1.2 AGRICULTURE 5 (AG-5)

B. A. Principal Uses. The following uses are allowed in the Agriculture 5 Land Use District:

* * *

11) 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).

* * *

2.2.1.3 AGRICULTURE 3 (AG-3)

A. Principal Uses. The following uses are allowed in the Agriculture 3 Land Use District:

* * *

9) 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; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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) <u>Small Scale Solar Facilities Photovoltaic Collector Systems</u> as are allowed by LDC Section 2.11.0 (<u>Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception</u>).

[<u>underline</u> indicates addition; <u>strikethrough</u> indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> <u>Collectors</u> are allowed in all <u>Zoning</u> Land Use Districts, <u>except the Conservation Land Use District</u>. <u>All Small Scale Solar Facilities shall be subject to review and approval by the Planning Official, with the exception of Roof Mounted Solar Systems.</u>
 - * * *
 - 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; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> <u>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 <u>and Special Exception pursuant to LDC Section 9.15.0</u>. <u>In accordance with Section 163.3205</u>, <u>Florida Statutes</u>, it is <u>determined that electric utility substations are the most similar use to Large Scale Solar Facilities</u>.</u>
- 2. In an order to protect the rural and agricultural lands of the County, the maximum size of one a Large Scale Solar 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. <u>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.</u> <u>Setbacks for Roadways (classifications based on LDC Section 5.4.0A)</u>
 - 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 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 of 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 <u>furnished updated</u> no less often than once every five (5) years thereafter, <u>as well as upon change of the property owner and/or operator,</u> 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, <u>surely surety</u> 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 <u>Facility</u> 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 such that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.
- iv. The applicant shall obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- v.The Stormwater Management System shall not have adverse offsite impacts on neighboring properties.
- vi. 25% 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.
- vii. 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.
- viii. Prior to installation of solar panels, if the entire site is mass graded, the ground shall be fully stabilized.
 - ix. A minimum of 70% of the ground on the property shall contain grass, gravel, or similar pervious covering to prevent erosion.
 - x. 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. 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 parallel to the ground.
 - xi. No stormwater ponds or above ground stormwater conveyance structures shall be located within 20 feet of a solar panel.
- xii. 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 20 feet in width and shall support a minimum 50,000 pound vehicle.

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>and property lines</u> 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.

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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 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; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

SECTION 10. 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 11. 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 12. CONFLICT.

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

SECTION 13. 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 w County Commissioners of Jefferson County th	ith a quorum present and voting by the Board of nis day of, 202
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
	Chris Tuten, Chairman
ATTESTED BY:	
, Clerk of Court	
APPROVED AS TO FORM	
Heather Encinosa, County Attorney	

ATTACHMENT 2

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 DEFINTIONS; AMENDING SECTION 2.2.1 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE RELATED TO ALLOWABLE USES WITHIN AGRICULTURAL DISTRICTS; AMENDING SECTION 2.2.2 OF THE JEFFERSON **LAND DEVELOPMENT** COUNTY **CODE RELATED** TO ALLOWABLE USES IN THE CONSERVATION USE DISTRICT: AMENDING SECTION 2.2.5 OF THE JEFFERSON **LAND DEVELOPMENT CODE COUNTY RELATED** 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 DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE **JEFFERSON CONTY** LAND **DEVELOPMENT 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-; and

WHEREAS, this Ordinance is adopted pursuant to Part II of chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits, and is therefore exempt from the requirements of Section 125.66(3)(a), Florida Statutes, related to business impact estimates.

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.

* * *

<u>Decommissioning</u> - 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.

* * *

<u>Roof Mounted Solar System</u> - 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) <u>Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.</u>
- 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," <u>inclusive of Sections 2.2.1.1, 2.2.1.2, and 2.2.1.3,</u> 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.

2.2.1.1 AGRICULTURE 20 (AG-20)

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

* * *

14<u>11</u>) 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).

* * *

2.2.1.2 AGRICULTURE 5 (AG-5)

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

* * *

13

11) 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. * * *

2.2.1.3 AGRICULTURE 3 (AG-3)

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

* * *

10

<u>9</u>) <u>Small Scale</u> Solar <u>Photovoltaic Collector Systems</u> <u>Facilities</u> as are allowed by LDC Section 2.11.0 (<u>Large Scale Facilities require approval as a major development)</u>.

* * *

[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.

[<u>underline</u> indicates addition; <u>strikethrough</u> indicates deletion; * * * indicates text <u>following</u> * * * remains unchanged]

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) <u>Small Scale Solar Facilities Photovoltaic Collector Systems</u> as are allowed by LDC Section 2.11.0 (<u>Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception</u>).

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> <u>Collectors</u> are allowed in all <u>Zoning</u> 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 <u>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 <u>electricity generated is intended for off site use.</u>, with the exception of Roof <u>Mounted Solar Systems.</u></u>

* * *

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.

[<u>underline</u> indicates addition; <u>strikethrough</u> indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> <u>Collection Systems are only allowed in Ag 20, Ag 5, or Industrial Zoning Districts and</u>-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. <u>In accordance with Section 163.3205</u>, 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 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. <u>All components of a Large Scale Solar Facility shall</u> comply with the setback requirements for electric utility substations as provided in LDC Section 5.10.1.C. <u>Setbacks for Roadways (classifications based on LDC Section 5.4.0A)</u>
 - 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 Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations and conduits (above and below 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. 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 of 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, surely 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 <u>Facility</u> 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 Facilitysuch that post-development runoff shall not exceed the pre-development runoff for a 25 year storm for property located in an open basin, and for a 100 year storm for property located in a closed basin, as established by a Florida Registered Professional Engineer.
- iv.80The applicant shall obtain and submit to the County geo-technical borings for all stormwater retention/detention sites.
- v.The Stormwater Management System shall not have adverse offsite impacts on neighboring properties.
- iv.vi.25% 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.vii.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.viii.Prior to installation of solar panels, if the entire site is mass graded, the understory vegetation (grass) ground shall be fully stabilized.
- viii.ix.A minimum of 70% of the ground on the property shall contain grass, gravel, or similar understory vegetation pervious covering to prevent erosion.
 - ix.x. 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 parallel to the ground.

- x.xi.No components of the Stormwater Management SystemNo stormwater ponds or above ground stormwater conveyance structures shall be located within 20 feet of a solar panel.
- xi.xii.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 2520 feet in width and shall support a minimum 50,000 pound vehicle.

[<u>underline</u> indicates addition; <u>strikethrough</u> indicates deletion; * * * indicates text <u>following * * * remains unchanged</u>]

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 <u>and property lines</u> 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.

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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):

TABLE 5.3.4.C. - LANDSCAPE BUFFER STANDARDS (VISUAL)

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).

STANDARD	TYPE A	TYPE B	TYPE C	
1. Height	Six Feet (6')	Eight Feet (8')	Eight Feet (8')	
2. Opacity	40%	70%	100%	
	The minimum width shall be	The minimum width shall be	The minimum width shall be 2	
3.—Width	the building setback distance,	1.5 times the building setback	times the building setback	
	except when adjacent to a	distance, except when adjacent	distance, except when adjacent	
	road, minimum width shall be	to a road, minimum width shall	to a road, minimum width shall	
	10 feet (see note 5. Shrubs).	be 10 feet (see note 5. Shrubs).	be 10 feet (see note 5. Shrubs).	
1 T	Free placement along perimeter buffers shall be placed to allow an even, mature growth of the			
4. Trees	species' natural canopy.			
	Midstory growth placement shall provide coverage from ground cover to the lowest level of tree			
5. Shrubs	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 - Familia	. If fencing is to be utilized to provide the required opacity, plantings shall be placed on the inter			
/. Fencing	(new development) side of the fence to ensure the provision and maintenance of required		nd maintenance of required site	
(Optional)	landscaping areas (example: requi	ired 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.

- <u>6.</u> 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; strikethrough 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.

[<u>underline</u> indicates addition; <u>strikethrough</u> indicates deletion; * * * indicates text <u>following * * * remains unchanged</u>]

SECTION <u>4110</u>. 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 1211. 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.

Heather Encinosa, County Attorney

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

SECTION 4413. 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.

(10) days after its enactment by the Board and shall	I take effect as provided by law.
PASSED AND DULY ADOPTED with a County Commissioners of Jefferson County this	· · · · · · · · · · · · · · · · · · ·
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
	Chris Tuten, Chairman
ATTESTED BY:	
Kirk Reams, Clerk of Court	_
APPROVED AS TO FORM	

ATTACHMENT 3

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 DEFINITONS; 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 LAND DEVELOPMENT COUNTY **CODE RELATED** TO ALLOWABLE USES IN THE CONSERVATION LAND USE DISTRICT: AMENDING SECTION 2.2.5 OF THE JEFFERSON **COUNTY LAND DEVELOPMENT CODE** RELATED 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 DISTRIBUTION/COLLECTION/TRANSMISSION FACILITIES AND SUBSTATIONS; REPEALING SECTION 2.11.2 OF THE **JEFFERSON** CONTY LAND DEVELOPMENT **RELATING TO DEFINITIONS; 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; and

WHEREAS, this Ordinance is adopted pursuant to Part II of chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits, and is therefore exempt from the requirements of Section 125.66(3)(a), Florida Statutes, related to business impact estimates.

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.

* * *

<u>Decommissioning</u> - 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.

* * *

<u>Roof Mounted Solar System</u> - 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) <u>Uses photovoltaic modules to convert solar energy to electricity that may be stored on site, delivered to a transmission system, and consumed primarily offsite.</u>
- 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.

* * *

[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," inclusive of Sections 2.2.1.1, 2.2.1.2, and 2.2.1.3, 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.

2.2.1.1 AGRICULTURE 20 (AG-20)

A. Principal Uses. The following uses are allowed in the Agriculture 20 Land Use District:

* * *

11) 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).

* * *

2.2.1.2 AGRICULTURE 5 (AG-5)

B. A. Principal Uses. The following uses are allowed in the Agriculture 5 Land Use District:

* * *

11) 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).

* * *

2.2.1.3 AGRICULTURE 3 (AG-3)

A. Principal Uses. The following uses are allowed in the Agriculture 3 Land Use District:

* * *

9) 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.

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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) <u>Small Scale Solar Facilities Photovoltaic Collector Systems</u> as are allowed by LDC Section 2.11.0 (<u>Large Scale Solar Photovoltaic Collector Systems require approval as a major development and special exception</u>).

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> <u>Collectors</u> are allowed in all <u>Zoning</u> Land Use Districts, <u>except the Conservation Land Use District</u>. <u>All Small Scale Solar Facilities shall be subject to review and approval by the Planning Official, with the exception of Roof Mounted Solar Systems</u>.
 - 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; * * * indicates text following * * * remains unchanged]

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 <u>Facilities</u> 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 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. <u>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)</u>
 - 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 Decommissioning plans shall require removal of all solar panels, electrical equipment, poles, piles, foundations and conduits (above and below 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 of 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, surely 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 <u>Facility</u> 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. Access.

- i. 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 20 feet in width and shall support a minimum 50,000 pound vehicle.
- ii. 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. 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 parallel to the ground.

[underline indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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 <u>and property lines</u> 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.

[<u>underline</u> indicates addition; strikethrough indicates deletion; * * * indicates text following * * * remains unchanged]

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. 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 10. 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 11. CONFLICT.

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

SECTION 12. 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 w	with a quorum present and voting by the Board of
County Commissioners of Jefferson County to	his day of, 202
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
	Chris Tuten, Chairman
ATTESTED BY:	
, Clerk of Court	
APPROVED AS TO FORM	
Heather Encinosa, County Attorney	





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").





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- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.





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- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





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Resource Support Agreement (RSA) Form, available via the <u>Division approved documents</u> SharePoint site¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the <u>Division approved documents SharePoint site</u>.

Telephone: 850-815-4000 www.FloridaDisaster.org

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D068 6%7D





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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties:
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.





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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the <u>Division approved documents SharePoint site</u> as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance:
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance:
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.





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ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like





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supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





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Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,





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regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.





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- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required <u>FDEM forms</u> for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS OF COUNTY, STATE OF FLORIDA
By: Clerk or Deputy Clerk	By: Chairman
	Date:Approved as to Form:
	By: County Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST: CITY CLERK	CITY OF STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	City Attorney





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMEN	Т
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
	SCHOOL DISTRICT, STATE OF FLORIDA
By:	
Title:	Title:
	Date:
	Approved as to Form:
	By: Attorney for District
	•





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST:	BOARD OF TRUSTEES OF_ COMMUNITY COLLEGE, STATE OF FLORIDA
	BOARD OF TRUSTEES OFUNIVSERISTY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	By:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
	SPECIAL DISTRICT, STATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	Ву:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or Ian Guidicelli, Authorized Designee	
ATTEST:	BOARD OF TRUSTEES OF
	OFAUTHORITY, STATE OF FLORIDA
By:	By:
Clerk	Chairman
	Date:
	Approved as to Form:
	Ву:
	Attorney for Board





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By: Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	Date:
ATTEST:	TRIBAL COUNCIL OF THETRIBE OF FLORIDA
By: Council Clerk	By:
	Date: Approved as to Form:
	By: Attorney for Council





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT	
By:	Date:
Kevin Guthrie, Executive Director or lan Guidicelli, Authorized Designee	
COMMUNITY DEVELOPMENT DISTRICT, ST	TATE OF FLORIDA
By:	By:
Title:	Title:
	Date:
	Approved as to Form:
	By:
	Attorney for District





Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO	
WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and	
WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and	
WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and	
NOW, THEREFORE, be it resolved by	
maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.	
ADOPTED BY:	
DATE:	
I certify that the foregoing is an accurate copy of the Resolution adopted by	
on	
· · · · · · · · · · · · · · · · · · ·	
BY:	

RESOLUTION NO. 2023-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, APPROVING THE STATEWIDE MUTUAL AID AGREEMENT – 2023; PROVIDING CERTAIN FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, Florida Statutes, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the Emergency Management Act, also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, among political subdivisions within the State; and

WHEREAS, in pursuit of the intents and purposes of the Emergency Management Act, the State has developed and proposed an updated Statewide Mutual Aid Agreement -2023, to coordinate interjurisdictional mutual assistance and replace previous versions of this mutual aid agreement going forward; and

WHEREAS, the Board of County Commissioners of Jefferson County, Florida (the "Board"), finds it in the public interest to approve the Statewide Mutual Aid Agreement – 2023.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Jefferson County, Florida, that:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. STATEWIDE MUTUAL AID AGREEMENT – 2023. In order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster, the Statewide Mutual Aid Agreement – 2023, which is attached hereto and incorporated by reference, is hereby approved.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its approval.

of Jefferson County, Florida on the	day of, 2023.
	BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA
	Chris Tuten, Chair
ATTEST:	
Clerk of the Circuit Court	
APPROVED AS TO FORM:	
Heather I Encinosa Esq. County Attorn	nev

Board of County Commissioners Agenda Request

Date of Meeting: September 29, 2023

Date Submitted: October 5, 2023

To: Honorable Chairman and Members of the Board

From: Shannon Metty, County Manager

Heather Encinosa, County Attorney

Evan Rosenthal, Deputy County Attorney

Subject: Request Board Approval to Waive the Procurement Policy and Enter

into a Mobile Application Development Services Agreement with

OCV, LLC

Statement of Issue:

This agenda item requests Board Approval Waive the Procurement Policy and Enter into a Mobile Application Development Services Agreement with OCV, LLC.

Background:

The Board previously heard a presentation from OCV, LLC regarding the GovApp mobile application. Due to some unique features offered by GovApp, specifically of interest to public safety notifications, the Board expressed interest in retaining OVC, LLC to develop and support an iPhone and Android app for use by the County, the Jefferson County Sheriff, the Jefferson County Property Appraiser, the Jefferson County Tax Collector, the Jefferson County Supervisor of Elections, and the Jefferson County Clerk of Courts to communicate with Jefferson County constituents, including associated marketing materials.

Pursuant to Section 2.5(h)(2) of the Jefferson County Code of Ordinances, the Board retains the authority to waive the provisions of its local procurement policy for commodities, equipment, and services when it's in the public interest to do so.

Analysis:

The attached Mobile Application Development Services Agreement provides for OVC, LLC to provide all labor, materials, equipment, training, and other services for the consultation, design, and deployment, and maintenance (for 1 year period) of theGovApp.com for Jefferson County to be used the County, the Jefferson County Sheriff, the Jefferson County Property Appraiser, the Jefferson County Tax Collector, the Jefferson County Supervisor of Elections, and the Jefferson County Clerk of Courts to communicate with Jefferson County constituents. The app will be available to users for free in IOS and Android formats. The app will be designed to provide the following features:

- 1. "Board of County Commissioners" Menu which will include the following features:
 - a. "Meet the Commissioners" feature, which is a directory style feature where public users can click to read about Commissioners, click to dial, click to email, click on address for directions, etc.
 - b. "Fire Rescue" feature, which can consist of submenu Items: Meet the Chief, Fire and Life Safety, Fire Prevention, Request Service and more.
 - c. "Solid Waste" feature, which can consist of submenu Items: Facility Locations, Hours of Operation, Contact Information and more.
 - d. "Parks and Recreation" feature, which can consist of submenu Items: Map of Park Locations, Park Hours, Calendar of events, Contact Information, and more.
 - e. "Extension Office" feature, which can consist of submenu Items: Contact information, Calendar of Events, and more.
 - f. "Library" feature, which can consist of submenu Items: Map of Library Locations, Contact information, hours of operation, How to obtain a library card, and more.
 - g. "Roads" feature, which can consist of submenu Items: Department Contact information, Directory style feature for road and materials list, Reporting road maintenance needs.
 - h. "Mosquito Control" feature, which can consist of submenu Items: Mosquito safety resources, Request your yard be sprayed (can lead to a phone number or fillable form sent via email.
 - i. "Code Enforcement" feature, which can consist of submenu items: Report Potential Code Violations, Contact information, hours of operation.
 - j. "Planning" feature, which can consist of submenu items: planning department services, planning department fees, location, request for additional information.
 - k. "Building" department feature, which can consist of submenu items: building department services, building department fees, location, request for additional information.
 - m. "County Manager" feature, which will consist of the Jefferson County Manager's Biography and Headshot and contact information. This feature will be static control panel content.
 - n. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
 - o. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - p. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - q. "Public Meetings" feature, which will provide information on upcoming public meetings, hearings, and workshops for County boards and commissions.
- 2. "Sheriff's Office" Menu which will include the following features:
 - a. "Sheriff's Welcome" feature, which will consist of the Jefferson County Sheriff's Biography and Headshot. This feature will be static control panel content.

- b. "Contacts and Emails" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- c. "Emergency Operations Center" feature, which will be a submenu with information relating to emergency management.
- d. "Sex Offender Search" feature, which will include an integration with the FDLE database for sex offenders to include a list, map and searchable database.
- e. "Inmate Search" feature, Inmate Search (Integration with VINE / Appriss Safety data or JMS)
- f. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
- g. "Public Records Request" feature, which will consist of a weblink or form for submittal.
- h. School Resource Officers and Programs" feature, which can consist of submenu Items: that can include contact information, school resource programs, educational materials and more.
- i. Crime Stoppers feature, this feature is a web link to Crime Stoppers that will allow residents to submit anonymous tips through the mobile app.
- 3. "Property Appraiser's" Office Menu which will include the following features:
 - a. "Meet the Appraiser" feature, which will consist of the Jefferson County Appraiser's Biography and Headshot. This feature will be static control panel content.
 - b. "Trim Notices" feature, will consist of a submenu and page content information regarding trim notices for the county.
 - c. "Exemptions" feature, which will consist of page content to be determined by the appraiser's office.
 - d. "Classifications" feature, which will consist of a submenu of categories that will be determined by the appraiser's office.
 - e. "TPP" feature will consist of page content to be determined by the appraiser's office.
 - f. "Special Assessments" feature, will consist of page content to be determined by the appraiser's office.
 - g. "Tax Estimator" feature, can consist of a weblink or internally built calculator feature based on and vetted by the appraiser's office.
 - h. "Property Search" feature, can consist of a weblink to your respective search platform.
 - i. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - j. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - k. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - 1. "Contact Us" feature, which is a directory feature where public users can click to

dial, click to email, click on address for directions, etc.

- 4. "Tax Collector's" Office Menu, which will include the following features:
 - a. "Meet the Tax Collector" feature, which will consist of the Jefferson County Tax Collector's Biography and Headshot. This feature will be static control panel content.
 - b. "Tax Estimator" feature, can consist of a weblink or internally built calculator feature based on and vetted by the appraiser's office.
 - c. "Pay for Your Taxes" feature, which can consist of link to property tax bills, location and timing information for paying property taxes.
 - d. "Vehicle Tag and Title" feature, which can consist of information for tag renewal, links to forms.
 - e. "Hunting & Fishing" feature, which can consist of information for licensing, links to forms.
 - f. "Driver's License" feature, which can consist of information for driver's licensing, links to forms.
 - g. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - h. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - i. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - j. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- 5. "Supervisor or Elections" Office menu, which will include the following features:
 - a. "Meet the Supervisor" feature, which will consist of the Jefferson County Supervisor of Election's Biography and Headshot. This feature will be static control panel content.
 - b. "Register to Vote" feature, which will provide information for citizens to register to vote, including a link to an online form, and information on checking current voting status.
 - c. "Vote By Mail" feature, which will provide information for citizens to request a mailed ballot, including a link to an online form.
 - d. "Let's Vote!" feature, which will provide information on voting locations, times, dates.
 - e. "Current Elections" feature, which will provide information on registration for candidates and upcoming elections.
 - f. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - g. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - h. "Public Records Request" feature, which will consist of a weblink or form for submittal.

- i. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- 6. "Clerk of Court" office menu, which will include the following features:
 - a. "Meet the Clerk" feature, which will consist of the Jefferson County Clerk of Court's Biography and Headshot. This feature will be static control panel content.
 - b. "Filing Fees" feature, which will provide information regarding applicable fees.
 - c. "Records Search" feature, which will provide a link to search court and official records.
 - d. "Public Sales" feature, which will provide information on foreclosures, tax deeds, and lands available.
 - e. "Pay Online" feature, which will provide a link to online payment option for outstanding citations, child support, and other court payments.
 - f. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - g. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - h. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - i. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.

The app development will proceed in accordance with the following schedule:

- 1. High-level project plan and timeline by October 31, 2023
- 2. Android application, with associated End User License agreement by January 31, 2024
- 3. iPhone application, with associated End User License agreement by January 31, 2024
- 4. Marketing and application launch package by February 20, 2024
- 5. Maintenance and support plan for a period of one year from launch of the completed Android and iPhone applications.

For performance for the services provided, the County will pay the OVC, LLC a lump sum fee of \$25,570.

Options:

- 1. Waive the Procurement Policy and Enter into a Mobile Application Development Services Agreement with OCV, LLC
- 2. Do Not Waive the Procurement Policy and Enter into a Mobile Application Development Services Agreement with OCV, LLC

Request Board Approval to Waive the Procurement Policy and Enter into a Mobile Application Development Services Agreement with OCV, LLC October 5, 2023

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3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Mobile Application Development Services Agreement with OCV, LLC

MOBILE APPLICATION DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2023, between Jefferson County, Florida, a political subdivision of the State of Florida, located at 445 West Palmer Mill Road, Monticello, Florida, 32244 (the "County"), and OCV, LLC, a limited liability company, located at 809 2nd Avenue, Opelika, Alabama 36801 (the "Consultant").

WHEREAS, the County wishes to engage the Consultant to develop and support an iPhone and Android app for use by the County, the Jefferson County Sheriff, the Jefferson County Property Appraiser, the Jefferson County Tax Collector, the Jefferson County Supervisor of Elections, and the Jefferson County Clerk of Courts to communicate with Jefferson County constituents, including associated marketing materials; and

WHEREAS, the Consultant has demonstrated that it has the expertise and ability to perform these services;

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

SECTION 1. SERVICES. The Consultant shall perform the following services:

- (A) Provide all labor, materials, equipment, and other services for the consultation, design, and deployment of a Mobile Application known as the GovApp.com (herein referred to as the "Mobile Application" or "Mobile App" and described below in more detail) as requested by the County.
 - 1. Provide software updates, patches, support, and preventative maintenance for the Mobile Application in accordance with the Consultant's release schedule for both the Apple and Google Play market places.
 - Provide County with updates for the Mobile Application each time there are operating system updates for either the Apple or Google Play market places.
 - 3. Provide County with documentation for configuration of the Mobile Application.
 - 4. Integration of the Mobile Application to the County's Network environment as needed.
 - 5. Provide County with training on basic Mobile Application operational tasks.
 - 6. Host the County's Mobile Application.
 - 7. Provide County with access and use of the Mobile Application and all associated software necessary for use of the Mobile Application.
 - 8. Provide members of the public with access and use of the public portions of the Mobile Application.

- (B) Consultant shall perform the steps/phases and services described below to implement the Mobile Application for the County (herein referred to as the "implementation" or the "Project"):
 - Conduct a kick-off meeting which may be conducted onsite or through a conference call as agreed upon with the County to initiate the various activities described in this Scope. The Kick-off meeting will include the following:
 - a. An introduction of individuals from the County and Consultant who will be involved in the Project and a review of roles and responsibilities of both Parties.
 - b. A discussion of the County's needs and expectations for the Project.
 - c. A discussion of a tentative timeline for the Project.
 - d. A definition of any critical business schedules or deployment considerations that might impact the Project's timeline.
 - e. Provide the Parties' points of contact for technical and administrative activity, email, mobile telephone, as well as after-hours contact guidelines.
 - f. A review of this Scope.
 - 2. The Information Gathering Phase will define the functional and technical requirements for the implementation. The Consultant shall communicate with the County to obtain all necessary information to successfully implement the Mobile Application. Consultant shall identify and gather the following information:
 - a. The integrations required with other systems operated by the County.
 - b. The technical support that will be required during set-up through post-implementation.
 - (C) Consultant shall provide County with the following implementation Deliverables:
 - A Project Plan and Schedule document(s) that details the activities and milestones of the project.
 - 2. Configuration Requirements that detail each of the features breakdowns and interfaces to be agreed to prior to the Mobile Application software build.
 - 3. A Mock-up that details all the Mobile Application proposed features.
 - 4. Status reports as required by the County, at agreed upon intervals (e.g. weekly), that summarize the work completed by Consultant. These reports will be used to measure the efficiency, progress, performance, and quality of the Mobile App solution.
 - 5. A detailed checklist of the tasks County and Consultant need to perform to

- implement the Mobile App solution.
- 6. A User Acceptance Test Plan that will be used for acceptance of each device and software installation/enhancement.
- 7. A User Training Plan on how to train end-users who are members of the public (herein "public users") and County administrators (also referred to as "County users" or "County staff").
- 8. A closeout notification email that will contain a summary of the Deliverables described in this section 2 and provided by Consultant to County for final acceptance of the Project.
- 9. Interface with the inmate Feed
- (D) The Mobile Application. The County shall have the right to access and use the Mobile Application and all associated software necessary for use of the Mobile Application. Consultant shall provide County with the Mobile Application that will consist of and include the following items and features:
 - 1. "Board of County Commissioners" Menu which will include the following features:
 - a. "Meet the Commissioners" feature, which is a directory style feature where public users can click to read about Commissioners, click to dial, click to email, click on address for directions, etc.
 - b. "Fire Rescue" feature, which can consist of submenu Items: Meet the Chief, Fire and Life Safety, Fire Prevention, Request Service and more.
 - c. "Solid Waste" feature, which can consist of submenu Items: Facility Locations, Hours of Operation, Contact Information and more.
 - d. "Parks and Recreation" feature, which can consist of submenu Items: Map of Park Locations, Park Hours, Calendar of events, Contact Information, and more.
 - e. "Extension Office" feature, which can consist of submenu Items: Contact information, Calendar of Events, and more.
 - f. "Library" feature, which can consist of submenu Items: Map of Library Locations, Contact information, hours of operation, How to obtain a library card, and more.
 - g. "Roads" feature, which can consist of submenu Items: Department Contact information, Directory style feature for road and materials list, Reporting road maintenance needs.
 - h. "Mosquito Control" feature, which can consist of submenu Items: Mosquito safety resources, Request your yard be sprayed (can lead to a phone number or fillable form sent via email.
 - i. "Code Enforcement" feature, which can consist of submenu items: Report Potential Code Violations, Contact information, hours of operation.

- j. "Planning" feature, which can consist of submenu items: planning department services, planning department fees, location, request for additional information.
- k. "Building" department feature, which can consist of submenu items: building department services, building department fees, location, request for additional information.
- m. "County Manager" feature, which will consist of the Jefferson County Manager's Biography and Headshot and contact information. This feature will be static control panel content.
- n. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- o. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
- p. "Public Records Request" feature, which will consist of a weblink or form for submittal.
- q. "Public Meetings" feature, which will provide information on upcoming public meetings, hearings, and workshops for County boards and commissions.
- 2. "Sheriff's Office" Menu which will include the following features:
 - a. "Sheriff's Welcome" feature, which will consist of the Jefferson County Sheriff's Biography and Headshot. This feature will be static control panel content.
 - b. "Contacts and Emails" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
 - c. "Emergency Operations Center" feature, which will be a submenu with information relating to emergency management.
 - d. "Sex Offender Search" feature, which will include an integration with the FDLE database for sex offenders to include a list, map and searchable database.
 - e. "Inmate Search" feature, Inmate Search (Integration with VINE / Appriss Safety data or JMS)
 - f. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - g. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - h. School Resource Officers and Programs" feature, which can consist

of submenu Items: that can include contact information, school resource programs, educational materials and more.

- i. Crime Stoppers feature, this feature is a web link to Crime Stoppers that will allow residents to submit anonymous tips through the mobile app.
- 3. "Property Appraiser's" Office Menu which will include the following features:
 - a. "Meet the Appraiser" feature, which will consist of the Jefferson County Appraiser's Biography and Headshot. This feature will be static control panel content.
 - b. "Trim Notices" feature, will consist of a submenu and page content information regarding trim notices for the county.
 - c. "Exemptions" feature, which will consist of page content to be determined by the appraiser's office.
 - d. "Classifications" feature, which will consist of a submenu of categories that will be determined by the appraiser's office.
 - e. "TPP" feature will consist of page content to be determined by the appraiser's office.
 - f. "Special Assessments" feature, will consist of page content to be determined by the appraiser's office.
 - g. "Tax Estimator" feature, can consist of a weblink or internally built calculator feature based on and vetted by the appraiser's office.
 - h. "Property Search" feature, can consist of a weblink to your respective search platform.
 - i. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - j. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - k. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - I. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- 4. "Tax Collector's" Office Menu, which will include the following features:
 - a. "Meet the Tax Collector" feature, which will consist of the Jefferson County Tax Collector's Biography and Headshot. This feature will be static control panel content.
 - b. "Tax Estimator" feature, can consist of a weblink or internally built calculator feature based on and vetted by the appraiser's office.

- c. "Pay for Your Taxes" feature, which can consist of link to property tax bills, location and timing information for paying property taxes.
- d. "Vehicle Tag and Title" feature, which can consist of information for tag renewal, links to forms.
- e. "Hunting & Fishing" feature, which can consist of information for licensing, links to forms.
- f. "Driver's License" feature, which can consist of information for driver's licensing, links to forms.
- g. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
- h. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
- i. "Public Records Request" feature, which will consist of a weblink or form for submittal.
- j. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- 5. "Supervisor or Elections" Office menu, which will include the following features:
 - a. "Meet the Supervisor" feature, which will consist of the Jefferson County Supervisor of Election's Biography and Headshot. This feature will be static control panel content.
 - b. "Register to Vote" feature, which will provide information for citizens to register to vote, including a link to an online form, and information on checking current voting status.
 - c. "Vote By Mail" feature, which will provide information for citizens to request a mailed ballot, including a link to an online form.
 - d. "Let's Vote!" feature, which will provide information on voting locations, times, dates.
 - e. "Current Elections" feature, which will provide information on registration for candidates and upcoming elections.
 - f. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - g. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - h. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - i. "Contact Us" feature, which is a directory feature where public users

can click to dial, click to email, click on address for directions, etc.

- 6. "Clerk of Court" office menu, which will include the following features:
 - a. "Meet the Clerk" feature, which will consist of the Jefferson County Clerk of Court's Biography and Headshot. This feature will be static control panel content.
 - b. "Filing Fees" feature, which will provide information regarding applicable fees.
 - c. "Records Search" feature, which will provide a link to search court and official records.
 - d. "Public Sales" feature, which will provide information on foreclosures, tax deeds, and lands available.
 - e. "Pay Online" feature, which will provide a link to online payment option for outstanding citations, child support, and other court payments.
 - f. "More" feature, can consist of a submenu to include page content features, FAQ's, etc.
 - g. "Join Our Team" feature, which can consist of submenu Items: About Us, Employment Application / Open Positions, Gallery, Employee Testimonials, and More.
 - h. "Public Records Request" feature, which will consist of a weblink or form for submittal.
 - i. "Contact Us" feature, which is a directory feature where public users can click to dial, click to email, click on address for directions, etc.
- (E) Consultant will design and create the Mobile Application uniquely for the County.
 - The format of engineering for the Mobile Application will be a native application, to best interact with the native applications of phones. Neither HTML5 or Hybrid applications are approved engineering formats for the Mobile Application.
 - 2. The Mobile App design will feature the logo, images, colors, branding, design/layout, and features requested by NCSO.
 - 3. The County will be able to access the Mobile App analytics for viewing on demand through the Mobile App dashboard.
 - a. Download statistics will be provided to the County for the following platforms: Apple and Google Play market places.
 - b. Usage statistics will be provided to the County for the following: feature open counts, device platform and version, weekly session count, and top feature by time used.
 - c. The County will be able to select the timeframe(s) for the statistics

- by current week, current month, past three months, past six months, and past year.
- 4. Consultant will build a full mobile application launch package to help the County communicate with public users. This launch package will include all of the following:
 - a. Press release including download links for both platforms;
 - b. Banner design 2 ½ x 8; with One printed banner included;
 - c. Business cards design (front and reverse); 1,000 printed premium business cards with QR code;
 - d. Flyer design 8 ½" x 11";
 - e. Post card design 4" x 6" format;
 - f. Promotional Facebook graphics;
 - g. Smartbanner to promote app to mobile users on NCSO website;
 - h. Premium Voice Over video
- 5. The Mobile App will be available for unlimited downloads by public users and will be free of charge to public users. Public users shall have the right to download, access, and use the public portions of the Mobile App.
- 6. "Alerts" feature, which will consist of a yellow, red, etc. ticker tape that displays the push notifications that have been sent by the client within the last 24 hours.
- (F) Consultant shall perform the following validation services:
 - Work with the County to confirm installation and configuration by reviewing the Mobile Application on both an iOS device and the multiple brands of Android devices.
 - 2. Work with the County to review the executed test plan and its results through County user acceptance testing.
 - Demonstrate to the County, by using the User Acceptance Test Plans, that the configurations were implemented correctly and that the Devices and software are functioning and performing properly.
 - 4. Work with the County to test software updates and verify compliance with County systems before implementing.
 - Provide County with detailed user guides that explain all the features and functions of the Mobile Application software that are configured and installed for the Project.
 - 6. Provide the County with beta versions of the Mobile Application before release. The Mobile Application shall not be released to the public unless it is approved by the County.
- (G) Consultant shall provide the following training services:
 - 1. Provide training with County staff/users identified by the County to

- participate in training for the Mobile App software prior to going live.
- 2. Train County users on all functions and features of the devices and Mobile Application software.
- (H) In addition to any other responsibilities of the Parties provided in this Scope, the roles and responsibilities of the Parties are as follows:
 - 1. Consultant shall:
 - a. Provide the services and Deliverables described in this Scope.
 - Provide direction and control of Project personnel, and to provide a framework for Project communications, reporting, procedural, and contractual activity, which includes all of the following: Review the requirements in this Scope Exhibit and any associated document with the County project team; Develop and maintain implementation schedules with Manager; County Project Establish and maintain project communications with the County Project Team; Review and administer any request for amendments with the County project manager (if necessary); Manage and resolve Project and Mobile App issues and work with the County project team and management to resolve deviations from the Project plan; Create and submit weekly status reports to the County project team and management; Measure, track, and evaluate progress of the Project against the implementation schedule; Participate in regularly scheduled meetings with the County project team; Coordinate and manage the activities of the Consultant's assigned personnel; Provide required security measures for all applications and software covered by this Contract, including CJIS, PII, and HIPAA data/information.
 - c. Consultant shall provide its staff for the following functions: Project Lead or Manager, which will provide project guidance, oversight, advanced task execution, and Project monitoring and control; Consultant, which will provide Project execution services; and Analyst, which will provide Project execution services with guidance.
 - d. The Consultant shall provide updates to the Mobile Application and associated software to both the Apple and Google Play stores whenever an operating system or other system necessitates the update.

2. County Shall:

- a. Designate a Project Manager to manage County personnel to support the Project and enforce the change request process and to provide Consultant with access, equipment, and other resources as needed to perform the Project.
- b. Ensure the applicable systems and personnel (including any

applicable executive or project resources) are available and County is prepared to receive services on the mutually agreed upon start date.

- c. Address requests for information from Consultant that are pertinent to the Project within a reasonable time after receiving the request, unless otherwise agreed upon by both Parties.
- d. Ensure that County subject matter experts, as well as key stakeholders, participate in the relevant portions of the Project.
- e. Provide accurate and timely information, only to the extent that is necessary for Consultant to perform its obligations under this Contract, regarding network and IT infrastructure, bandwidth limitations, and environment capabilities.
- f. Provide decisions and content regarding Pages, Blogs, Integrations, and appropriate contacts to complete the Mobile Application.
- g. Review proposed release versions and provide feedback.
- h. Provide Apple / Google Developer account information for the County (if one is already established) or set up and provide Apple / Google Developer Account information.
- (I) The Consultant will adhere to the following deliverable dates:
 - 1. High-level project plan and timeline by October 31, 2023
 - 2. Android application, with associated End User License agreement by January 31, 2024
 - 3. iPhone application, with associated End User License agreement by January 31, 2024
 - 4. Marketing and application launch package by February 20, 2024
 - 5. Maintenance and support plan for a period of one year from launch of the completed Android and iPhone applications.

SECTION 2. BILLING AND PAYMENT.

- (A) For performance for the services provided herein, the County shall pay the Consultant a lump sum fee of \$25,570.
 - (B) The lump sum fees shall be payable as follows:
 - \$12,785 shall be due upon signing and acceptance of the proposed agreement to develop an Apple and Android app for Jefferson County.
 - \$3,196.25 shall be due upon completion and acceptance by the County of the mobile app production form.
 - \$3,196.25 shall be due upon completion and acceptance by the County of the iPhone application and release to the Apple App Store.
 - \$3,196.25 shall be due upon completion and acceptance by the County of the Android application and release to the Google Play Store.
 - \$3,196.25 shall be due upon completion and acceptance by the County of the marketing and application launch package.
- (C) Invoices must reference this agreement, the applicable PO number, and the associated task being billed.
- (D) Each individual invoice shall be due and payable in accordance with the Florida Prompt Payment Act. All invoices shall be delivered to:

Shannon Metty Jefferson County Manager 445 West Palmer Mill Road Monticello, FL 32344

(E) Payment of the final invoice shall not constitute evidence of the County's acceptance of the work. For final acceptance of any services provided hereunder, the Consultant will submit an acceptance document to the County for approval.

SECTION 3. TERM AND TERMINATION.

- (A) This Agreement shall take effect on the date of its execution by the Chairman of the Jefferson County Board of County Commissioners.
- (B) The term of this Agreement shall commence on the effective date set forth in Section 3(A) and continue through the support and maintenance period, which support and maintenance period commences upon Consultant's distribution of apps to the Android and iPhone app stores and continues for one-year thereafter, unless otherwise terminated as provided herein.
- (C) This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant. Unless the Consultant is in breach of

this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

SECTION 4. INSURANCE. Consultant shall maintain at all times the minimum levels of insurance set forth below and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

- (A) The County shall be named as an additional insured on all Consultant policies related to this Agreement, excluding any professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Jefferson County. All such policies shall be endorsed to provide defense coverage obligations.
- (B) If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.
- (C) The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

(D) Minimum Insurance Required:

- 1. Comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.
- 2. Commercial General Liability with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.
- 3. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
- 4. Workers' Compensation on all employees, its agents or subconsultants as required by Florida Statutes.

SECTION 5. INDEMNIFICATION.

- (A) Consultant shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any 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), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its subconsultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising solely out of the County's negligence.
- (B) County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.
- (C) Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).
- (D) Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 6. shall survive as if the Agreement were in full force and effect.

SECTION 6. STANDARD OF CARE.

- (A) Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.
- (B) Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.
- (C) Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.
- (D) The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

SECTION 7. INDEPENDENT CONTRACTOR.

- (A) Consultant undertakes performance of the services provided pursuant to this Agreement as an independent contractor and shall be wholly responsible for the methods of performance.
- (B) County shall have no right to supervise the methods used, but County shall have the right to observe such performance.
- (C) Consultant shall work closely with County in performing services under this Agreement.
- (D) The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.
- (E) Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
- (F) In performance of the services provided pursuant to this Agreement, the Consultant will comply with all applicable federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

SECTION 8. APPROPRIATION. Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

SECTION 9. MISCELLANEOUS PROVISIONS.

- (A) This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Jefferson County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.
- (B) The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

- (C) The Parties agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Parties pertaining to the Services, whether written or oral.
- (D) None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.
- (E) Consultant shall not assign this Agreement without the express written approval of the County by executed amendment. In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Jefferson County Board of County Commissioners by executed amendment.
- (F) Consultant shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:
 - 1. Keep and maintain public records required by the County in order to perform the Services described herein.
 - 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 the Consultant does not transfer all records to the County.
 - 4. Transfer, at no cost, to County all public records in possession of the Consultant 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 the Consultant keeps and maintains public records upon the conclusion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records that would apply to the County.
 - 5. If Consultant 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 the Consultant fails to provide records when requested, the Consultant may be subject to

penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT COUNTY MANAGER, 850-342-0223, 445 WEST PALMER MILL ROAD, MONTICELLO, FLORIDA 32344.

(G) Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: County Manager

445 West Palmer Mill Rd Monticello, FL 32344

As to Consultant: 809 2nd Ave.

Opelika, AL 36801

Notices shall be effective when received at the addresses, as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. The County, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat.

Consultant acknowledges that upon termination of this Agreement by the County for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section. Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

By executing this Agreement, Consultant, certifies that it is not: (1) listed (I) on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Consultant is found to have submitted a false certification as to the above or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Consultant has submitted a false certification, the County will provide written notice to the Consultant. Unless the Consultant demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Consultant. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Consultant, and the Consultant will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Consultant. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this section, this section shall be null and void.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year written above.

JEFFERSON COUNTY		
Chris Tuten		
Chairman		

Kirk Reams Ex Officio Clerk to the Board	
APPROVED AS TO FORM:	
Heather J. Encinosa, Esq. County Attorney	
	OVC, LLC
	By:, Managing Member
ATTEST:	
By:, Secretary	

DECOL	LITIONING	
KESOL	LUTION NO.	

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AMENDING RESOLUTION NO. 22-09152022-06, ADOPTING REVISED RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 15, 2022, the Board adopted Resolution No. 22-09152022-06, establishing Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners ("Rules of Procedure for Meetings"); and

WHEREAS, Section VI.A. of the Rules of Procedure for Meetings set the regular meeting schedule for official Board meetings on the first and third Thursday of each month at 6 p.m.; and

WHEREAS, the Board now desires to amend the regular meeting schedule to move one monthly meeting from 6 p.m. to 9 a.m.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Jefferson County, Florida, that:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. ADOPTION OF REVISED RULES OF RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS. The Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners, attached hereto as Appendix A, are hereby adopted and shall be appliable to all meetings of the Board.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED	AND	DULY	ADOPTED	at	the	meeting	of	the	Board	of	County
Commissioners of	of Jeffei	rson Cou	unty, Florida d	on th	ne	day of __					, 2023.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Chris Tuten, Chair	

ATTEST:

Clerk of the Circuit Court
APPROVED AS TO FORM:
Heather J. Encinosa. Esg.

ATTACHMENT A

RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

CITIZEN'S GUIDE TO PARTICIPATION IN A COUNTY COMMISSION MEETING

"Be sincere...be brief...be seated."
-Theodore Roosevelt

"No one is to disturb another in his speech by hissing, coughing, spitting, speaking or whispering to another..."
-Thomas Jefferson

The Board of County Commissioners ("Board") encourages citizen input into its public decision-making processes. Accordingly, the Board has established *Rules of Procedure for Meetings* to allow and guide citizen participation in its meetings. Here are a few guidelines to assist those who want to attend or speak at meetings of the Board.

It is the intent of the Board to maintain an orderly meeting that promotes efficient and effective decision making. The decorum expected at Board meetings is similar to that of a courtroom. Just as a judge is in charge of a court proceeding, the Chair controls the agenda and interactions in a meeting of the Board.

Many years ago, Thomas Jefferson recognized the need to be courteous and respectful while listening to speakers at public meetings. Section IX of the Board's *Rules of Procedure* addresses the need for courtesy and orderliness when it specifies no "...cheering, clapping, booing, heckling, verbal outbursts, and private conversations during proceedings."

Likewise, Theodore Roosevelt recognized the need for speakers to be <u>prepared</u>, to the point, <u>and brief</u>. Speakers should plan ahead so they finish their remarks in the allotted time limits. If a subject cannot be addressed within the allowed time, speakers should submit or bring supplemental printed material for Commissioners and staff to review. Here are some guidelines for speakers.

- 1. Unless you are listed on the agenda, please complete a Citizens Input Card and give it to the Clerk or Chair, preferably <u>before</u> the meeting. This tells the Chair when you want to speak, and helps organize the meeting more efficiently, putting you at the appropriate place on the agenda.
- 2. Prepare your remarks so that they are pertinent to the subject being discussed and stay within the usual 3-minute allotment for speakers. (Exceptions: The designated primary presenter for agenda items is normally allowed up to 10 minutes. These time limits may change for quasi-judicial proceedings.)
- 3. When the Chair recognizes you to speak, approach the podium, state your name and address for the record, then begin speaking in a clear, easily heard voice.
- 4. Address your remarks to the entire board, not any one individual.
- 5. If you run out of time, please conclude your remarks within 15 seconds and relinquish the podium.
- 6. Here are some DO NOTS. A speaker should not make "...irrelevant, impertinent, threatening, or slanderous remarks." No speaker may engage in "...personal attacks."

Remember, the Chair controls the dialogue. The Board's *Rules of Procedure for Meetings* give the Chair, especially with consent of the Board, significant flexibility in controlling the meeting. If you have a special need or concern regarding your presentation, discuss it with the Chair prior to the meeting or during any recess. If you need a reasonable accommodation due to a disability to access and participate in the meeting, please let the County Manager know in advance so efforts can be made to ensure full and equal access for all to Board meetings.

The Board's *Rules of Procedure for Meetings* address numerous other items required to run an orderly and efficient meeting. The following is a complete set of these rules.

RULES OF PROCEDURE FOR MEETINGS OF THE JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

INTRODUCTION: AUTHORITY AND ROLES

Counties are "arms of the state" authorized under Article VIII, Section 1 of the Florida Constitution. County governments are established to administer functions of the state at the local level. The functions, duties, and roles of county government are more particularly described in Chapter 125 of the Florida Statutes. This statute is liberally construed and gives the Board broad powers, including legislative, executive, and quasi-judicial powers.

Legislative functions of county government include the power to levy and collect taxes and to adopt ordinances and regulations so long as such ordinances and regulations are not in conflict with state or federal law. Executive functions include the operation of county government, the enforcement of ordinances, regulations and codes, and the provision of public services such as local roads and transportation systems, fire protection, emergency medical and health services, refuse collection, parks, libraries, and other such public services.

A Board may also assume a judicial function. For example, it serves in a quasi-judicial capacity when it acts as a code enforcement board or hears and decides issues related to planning and zoning. In keeping with this judicial role, the requirements for maintaining impartiality and the decision-making standards change when Commissioners serve in a quasi-judicial capacity. Prior contact with parties to the proceeding is limited and should be disclosed. Decisions should not be based on political or personal beliefs and feelings, but should be based on "competent, substantial evidence" presented at a public hearing. (Competent, substantial evidence has been defined by the Florida Supreme Court as that evidence which is "sufficiently relevant and material that a reasonable mind would accept it as adequate to support the conclusions reached.")

Therefore, to insure the orderly and efficient execution of its duties, the Jefferson County Board of County Commissioners ("Board") adopts the following Rules of Procedure. It is the policy of the Jefferson County Board of County Commissioners that these Rules of Procedure shall govern all noticed meetings of the Board of County Commissioners and boards under its jurisdiction. A noticed meeting shall mean any meeting that requires notice under Florida law. The Commissioners, County Manager, County Attorney, staff, and the public shall adhere to these rules, to wit:

I. Governing Rules.

Except as may be provided by these rules or by law, questions of order, the methods of organization and the conduct of business of the Board shall be governed by *Robert's Rules of Order, Newly Revised, 10th Edition* (or the current edition) in all cases in which they are applicable.

II. Open to the Public.

- A. *Meetings Open to Public*. All meetings of the Board shall be open to the public and noticed in accordance with the Florida Government in the Sunshine Law, Section 286.011 of the Florida Statutes.
- B. Exempt Meetings. The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions, Section 447.605(1), Florida Statutes, meetings regarding risk management claims, Section 768.28(15), F.S., litigation meetings pursuant to Section 286.011(8), Florida Statutes, and certain meetings related to competitive solicitations pursuant to Section 286.0113(2), Florida Statutes. The Board shall follow all statutory requirements for exempt meetings.
- C. Seating Capacity. Due to the need to comply with seating capacity requirements of the Fire Code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited.
- D. Accessibility. All meetings of the Board will be conducted in a publicly accessible and handicap accessible building.
- E. Signs, Placards, Banners. For public safety purposes and so as not to interfere with the visual rights of others, no signs or placards shall be allowed in Board meeting rooms. Nothing in this provision shall preclude the distribution of written materials formatted for individual reading or the display of signs outside the entrance to the meeting room.
- F. Opportunity to be Heard. Except as provided for below, members of the public shall be given a reasonable opportunity to be heard before official action is taken on any proposition before the Board. This right does not apply to:
 - An official act that must be taken to deal with an emergency situation affecting the public health, safety, welfare, or safety, compliance with the requirements in this section G. would cause an unreasonable delay in the ability of the Board to act; or
 - 2. An official act involving no more than a ministerial act, including, but not limited to approval of minutes, approval of the agenda, and ceremonial proclamations; or
 - 3. Meetings that are exempt from section 286.011, Florida Statutes; or
 - 4. Meetings where the Board is acting in a quasi-judicial capacity; provided, that this exclusion does not affect the right of a person to be heard as otherwise provided by law.

III. Quorum.

A. Quorum. A majority of the entire Board shall constitute a quorum. No ordinance, resolution, policy, or motion shall be adopted by the Board without the affirmative vote of the majority of the Commissioners present, if required by the Florida Statutes, an extraordinary vote of the Commissioners present. In extraordinary circumstances, a

Commissioner may attend a meeting via teleconference or other electronic means in order to cast a vote. Such circumstances shall be determined by the Board by the affirmative vote of the majority of the Commissioners present.

- B. Remaining in Chambers. During a Board meeting, Commissioners should remain in the Chambers at all times unless an emergency or illness should occur. Commissioners present in the meeting should not absent themselves for a particular issue.
- C. Conflict of Interest. Any Commissioner who announces a conflict of interest on a particular matter pursuant to Section 112.3143 or Section 286.012, Florida Statutes, and decides to refrain from voting or otherwise participating in the proceedings related to that matter, shall be deemed present for the purpose of constituting a quorum.
- D. Loss of Quorum. In the event a Commissioner is required to depart a Board meeting prior to adjournment, and the departure causes a loss of quorum, no further official action, other than adjournment, may be taken until or unless a quorum is restored.
- E. No Quorum. Should no quorum attend within 30 minutes after the hour appointed for the meeting of the Board, or upon a meeting having commenced with a quorum, which quorum shall have been lost, the Chair or the Vice Chair, or in their absence, another Commissioner, in order of seniority, shall adjourn the meeting. The names of the Commissioners present and their action at such meeting shall be recorded in the minutes by the clerk.

IV. Presiding Officer.

- A. Chair. The Presiding Officer is the Chair of the Jefferson County Board of County Commissioners. The Chair presides at all meetings of the Board. The Chair's responsibilities shall include, but not be solely limited to:
 - 1. Open the meeting at the appointed time and call the meeting to order, having ascertained that a quorum is present.
 - 2. Announce the business to come before the Board in accordance with the prescribed order of business.
 - 3. Recognize all Commissioners, the County Manager, and the County Attorney, who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by them, and they declare all votes. The Chair shall repeat every motion and state every question coming before the Board and announce the decision of the Board on all matters coming before it.
 - 4. Preserve decorum and order, and in case of disturbance or disorderly conduct in the Commission Chambers, may cause the same to be cleared or cause any disruptive individual to be removed.

- 5. Call to order any Commissioner who violates any of these procedures and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal.
- 6. Expedite business in every way compatible with the rights of the Commissioners.
- 7. For the Chair to make a motion, the gavel must be relinquished. Based upon these Rules of Procedure, the gavel shall be relinquished in the following order:
 - (a) Vice Chair;
 - (b) another Commissioner based upon seniority.

A presiding officer who relinquishes the chair should not return to it until the pending main question has been disposed of.

- 8. Declare the meeting adjourned when the Board so votes, or at any time in the event of an emergency affecting the safety of those present.
- B. Vice Chair. In the absence of the Chair or in the event of the Chair's inability to serve by reason of illness or accident, the Vice Chair shall perform the duties and functions of the Chair until the Chair's return to the County or recovery and resumption of duty.

V. Order of Business.

- A. Official Agenda. There shall be an official agenda for every meeting of the Board, which shall determine the order of business conducted at the meeting. All proceedings and the order of business at all such meetings of the Board shall be conducted in accordance with the official agenda unless the Board approves changes. For emergency meetings, workshops, retreats, and other special meetings, this requirement may be waived by consent of the members.
- B. Agenda Form; Availability; Support Information. The agenda shall be prepared by the County Manager in appropriate form approved by the Board. The County Manager shall make available to the Commissioners and the public a copy of the agenda, along with support information, no later than 4:00PM four business days before the meeting. Any support information for agenda items requiring a disposition vote shall be available to the County Manager no later than 4:00 PM on the 5th business day before the meeting. If support information is required but not available, the agenda item shall be downgraded to a discussion topic for further action or removed from the agenda and considered at a later meeting, unless the Board waives this provision by consent of the members. Notwithstanding the above provisions, for time and cost sensitive issues, items may be added onto the official agenda either pursuant to Section V.J. or added on the day of the meeting upon approval of the Board during the Approval of Agenda.
- C. Regular Agenda Format. The agenda format for a regularly scheduled official meeting of the Board shall be in substantially the form as set forth below:

- Call to Order, Invocation and Pledge of Allegiance. On the portion of the agenda designated as "Call to Order, Invocation and Pledge of Allegiance," the Chair will call the meeting to order and request a Commissioner to provide the invocation and lead the meeting in the Pledge of Allegiance.
- 2. Approval of Agenda. On the portion of the agenda designated as "Approval of Agenda," the Chair and other Commissioners will approve and/or modify the official agenda, including adding on any agenda items.
- 3. Public Announcements, Presentations, & Awards. On the portion of the agenda designated as "Public Announcement, Presentations, & Awards" Commissioners will have the opportunity to acknowledge members of the community or staff for commendable efforts. Presentations will be made from individuals concerning issue of importance. To the maximum extent possible, any award and/or presentation item shall be submitted by the agenda deadline date.
- 4. Citizen Requests and Input on Non-Agenda Items. On the portion of the agenda designated as the "Citizen Requests and Input on Non-Agenda Items" up to 30 minutes shall be allocated for members of the public to address the Board on any matter of public business not on the current meeting agenda. This portion of the agenda is also a time for citizens to be heard on any propositions before the Board that will be considered under the Consent Agenda. Each person addressing the Board shall adhere to the rules set forth in Section IX. below and shall limit all remarks to three (3) minutes. The Chair has the discretion to either extend or reduce time limits based on the number of speakers. Speakers who have completed a Citizen Input Card shall speak first. If time permits, the Chair may allow comments by speakers who have not completed a Citizen Input Card. There may be discussion or debate by the Board. The Board may determine appropriate future action for an item including, but not limited to, placing the item on a future agenda, requesting more information, or the Board may act on an item by unanimous vote.
- 5. Consent Agenda. On the portion of the agenda designated as "Consent," all items contained therein may be voted on with one motion. Consent items are considered to be routine in nature, are typically non-controversial and do not deviate from past Board direction or policy. However, any Commissioner, the County Manager, or the County Attorney may withdraw an item from the consent agenda, either in writing before the meeting or at the beginning of the meeting during the Approval of the Agenda, and it shall then be voted on individually.
- 6. Consent Items Pulled for Discussion. Commissioners requesting further information on items placed under "Consent Agenda," may, during the Approval of the Agenda portion of the meeting, withdraw those items and place them under "Consent Items Pulled for Discussion," for further discussion and action.
- 7. General Business. General business items are items of a general nature that require Board action, Board direction, or pertain to Board policy.

- 8. Public Hearings (at or soon after announced time). Prior to placing a matter on the agenda that requires a public hearing, the consent of the Board is required pursuant to Section V.G. of these Rules of Procedure. Public hearings shall be held as required to receive public comments on matters of special importance or as prescribed by law. For regular official Board meetings, public hearings shall be heard at the time announced in the agenda or as soon thereafter as is possible. This time designation is intended to indicate that an item will not be addressed prior to the listed time.
- 9. Commissioner Agenda Items. Commissioner items are agenda items with supporting documentation that an individual commissioner wished to present to the Board for input or action.
- 10. County Attorney. County Attorney items are items of a legal nature that require Board direction or represent general information to Board, staff, or the public.
- 11. County Manager. County Manager items are items that require Board direction or represent general information to Board, staff, or the public.
- 12. Discussion Items by Commissioners. On the portion of the agenda designated as "Discussion Items by Commissioners," no assignments shall be given to the County Manager or County Attorney without the express approval of the majority of the Board. The Board shall take no policy action without an agenda item unless such is added and passed by a unanimous vote of the Board, and then only if such item is deemed an emergency and is added to the agenda during the Approval of the Agenda. The remarks of each Commissioner during his or her "discussions items" time shall be limited to no more than three (3) minutes, unless the Chair extends the time.

13. Adjourn.

- D. Special Agenda for Quasi-Judicial Proceedings. If a meeting, as determined by the Chair in consultation with the County Attorney, requires a quasi-judicial proceeding, the format of this part of the meeting shall be in substantially the form as set forth below:
 - 1. Opening Remarks, Announcements, *Ex-Parte* Disclosures, and Swearing of Witnesses
 - 2. Introduction of Issue by Staff
 - 3. Applicant Presentation and Witnesses
 - 4. Sworn Testimony of Opponent and Proponent Witnesses
 - 5. Questions for/Cross-Examination of Staff, Applicant and Witnesses
 - 6. Citizens Comments (unsworn)

- 7. Rebuttal/Summary by Applicant
- 8. Board Discussion, Questions, and Action

Competent, substantial evidence relevant to the issue shall be the primary basis for the Board's decision. All competent, substantial evidence shall be introduced by sworn testimony. Cross examination of sworn witnesses is allowed. Only sworn testimony and comments by the Board and its staff shall become part of the official record for the proceedings of the meeting. The Chair, in consultation with the County Attorney, shall determine the time to be allocated for each part of the agenda and, at the beginning of the hearing, shall announce these time allocations along with any special rules for the proceeding. Otherwise, the rules herein shall apply to quasi-judicial proceedings.

- E. Departure from Order of Business. Any departure from the order of business set forth in the official agenda shall be made only upon majority vote of the Commissioners present.
- F. Placing Items on Agenda. With the consent of the Board, matters may be placed on the agenda by any Commissioner, the Manager, or the County Attorney. When a Commissioner wishes to place a matter on the agenda, the Commissioner should raise the matter at a regular Board meeting and seek the Board's consent for inclusion of the matter on the next available regular agenda. A Commissioner may not unilaterally add a matter to an agenda without the Board's prior approval either at a prior meeting or at the beginning of the meeting in which the item is to be included, and then only if the item has been properly noticed as provided in Section V.A. or O. of these Rules of Procedure.
- G. Requests for Public Hearings. Prior to placing a matter on the agenda that requires a public hearing, the consent of the Board is required. A request to schedule the public hearing shall be placed on the Consent Agenda for consideration by the Board. Upon the Board's approval of the request to schedule a public hearing, the public hearing shall then be scheduled for inclusion on the next available regular agenda or at a special meeting set by the Board. In addition, the Board may direct the scheduling of a matter that requires a public hearing by a majority vote. This rule of procedure does not apply to zoning and site and development plan approvals, which are placed on the agenda by staff pursuant to County Code and general law or to public hearings for consideration of a real property acquisition pursuant to Section 125.355, Florida Statutes.
- H. Additions, Deletions, or Corrections to Agenda. Deletions or corrections to the agenda may be considered by the Board and adopted by the passage of a single motion. Non-agenda matters shall be confined to items that are informational only.

- I. "Add On" agenda items (items that missed the deadline for agenda preparation for the meeting) should be considered by the Board only for issues that are time critical or cost sensitive to the County. For such matters, the Chair, County Manager and County Attorney should be consulted in advance of the meeting to approve the "Add On" agenda item.
- J. Announcing Agenda Items. The Chair shall announce each item on the agenda. The County Manager, County Attorney, sponsoring Commissioner, if any, or other appropriate person shall then present the item to the Board.
- K. *Parliamentarian*. The County Attorney shall act as parliamentarian and shall advise and assist the Chair in matters of parliamentary law. In the absence of a Rule of Procedure as provided for by these Rules, the parliamentarian shall refer to *Roberts Rules of Order (Newly Revised, 10th Edition)* on all rulings.

VI. Board Meetings.

- A. Regular Meetings. The Board shall establish a regular meeting schedule for official Board meetings, which shall generally be held on the first Thursday of each month at 9 a.m. and third Thursday of each month at 6 p.m., but which may be modified by majority vote of the Board.
- B. *Emergency Meeting*. For matters of emergency, a meeting of the Board may be called by the Chair upon adequate notice being provided under Section 286.011, Florida Statutes. If the Chair finds that an immediate danger to the public health, safety, or welfare requires immediate action, the Board may hold an emergency public meeting and give notice of such meeting by any procedure that is fair under the circumstances and necessary to protect the public interest, if:
 - 1. The procedure provides at least the procedural protection given by other resolutions, ordinances, statutes, the State Constitution, or the United States Constitution.
 - 2. The Board takes only that action necessary to protect the public interest under the emergency procedure.
 - 3. The Board publishes in writing at the time of, or prior to, its action the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that the procedure used is fair under the circumstances. The Board findings of immediate danger, necessity, and procedural fairness shall be judicially reviewable.
 - 4. The public notification procedure has been maximized to the fullest extent possible and practical and that all efforts are made to hold the emergency meeting at a time that will facilitate the maximum public participation.
 - 5. Members of the public are granted an opportunity to participate in the proceedings of the meeting following established procedure for regular business meetings.

C. Special Meeting. The purpose of special meetings is to deal with important matters that may arise between regular meetings and that require action by the board before the next regular scheduled meeting. Special meetings of the Board may be called from time to time at the call of the Board Chair, Vice Chair, County Manager, or by a majority of the Commissioners. A special meeting is a separate session of the Board held at a time different from that of any regular meeting, and convened only to consider one or more items of business specified in the call of the meeting. Notice of the time, place, and exact purpose of the meeting must be posted to all Commissioners a reasonable number of days in advance.

VII. Rules of Debate.

A. Decorum.

- 1. Every Commissioner desiring to speak should address the Chair, and upon said recognition by the Chair, should confine discussion to the question under debate, avoiding all personalities and indecorous language.
- Commissioners shall refrain from: attacking a Commissioner's motives; speaking adversely on a prior motion not pending; speaking while the Chair or other Commissioners are speaking; speaking against their own motions; and disturbing the Board.
- 3. A Commissioner once recognized should not be interrupted when speaking unless said member is being called to order. The Commissioner should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.
- 4. A Commissioner shall be deemed to have yielded the floor when he or she has finished speaking. A Commissioner may claim the floor only when recognized by the Chair.

B. Motions.

- A motion and a second to the motion are to precede any action on an agenda matter, including public comment and discussion by the Board, unless the Chair elects to allow Board discussion or public comments prior to an official motion and second.
- 2. When a motion is presented and seconded, it is under consideration and no other motion shall be received thereafter, except to adjourn, to lay on the table, to postpone, to substitute, or to amend until the question is decided. These motions shall have preference in the order in which they are mentioned.
- 3. Any Commissioner may move to close debate (move the previous question) on the motion being considered. Such move is not debatable. A successful majority vote on the motion to close debate will end discussion of the item, except that the Commissioner moving the adoption of an ordinance, resolution or motion shall have the privilege of closing the debate.

- 4. If the Chair wishes to put forth or second a motion, he or she shall relinquish the Chair to the Vice Chair until the main motion, on which he or she spoke, has been disposed.
- 5. The following motions require a majority vote and are not debatable: to adjourn; to lay on the table; to take from the table; or to close debate (move the previous question). A motion to suspend the rules requires a 2/3 majority vote and is not debatable.
- C. Motions to Amend. An amendment to a motion must be germane, that is, it must relate to the substance of the main motion. An amendment may not introduce an independent question, and an amendment may not serve as the equivalent of rejecting the original motion. A Commissioner may amend the main motion in either of the following two ways:
 - 1. By Consent of the Commissioners. The Chair, or another Commissioner through the Chair, may ask for certain changes to be made to the main motion. If there are no objections from the maker of the motion or other Commissioners, the motion shall stand as amended.
 - 2. Formal Amendment. An amendment may be presented formally by moving to amend the motion in some way. If it is in the form of a formal motion to amend, a second shall be required and discussion shall follow on the amendment. If an amendment passes, the main motion shall be the motion as amended. If it fails, the motion shall be the motion as it was before the amendment was presented.

VIII. Voting.

- A. Voice Vote. Unless otherwise directed by the Chair, all votes shall be taken by voice.
- B. Tabulating the Vote. The Chair shall tabulate the votes and announce the results. Upon any roll call, there shall be no discussion by any Commissioner prior to voting, and each Commissioner shall vote "aye" or "nay."
- C. Voting. Every Commissioner who was in the Commission Chambers when the question was put must give his or her vote, unless the Commissioner has publicly stated that he or she is abstaining from voting due to a conflict of interest as provided in Section VIII.E. below. If any Commissioner declines to vote "aye" or "nay" by voice, his or her silence shall be counted as an "aye" vote.
- D. Absent for Vote; Changing Vote. Any Commissioner momentarily absent for a vote on a particular item may record his or her vote, and any Commissioner may change his or her vote before the next item is called for consideration, or before a recess or adjournment is called, whichever occurs first, but not thereafter, except with the consent of all the Commissioners who voted thereon.
- E. Voting Conflict. No Commissioner shall vote on a matter when that Commissioner has a voting conflict of interest as specified in Section 112.3143 or Section

286.011, Florida Statutes. A Commissioner abstaining from voting due to a conflict shall announce the conflict prior to discussion on the matter. Within fifteen (15) days following that Board meeting, the Commissioner shall file with the Clerk a "Memorandum of Voting Conflict" form which describes the nature of the interest in the matter. The "Memorandum of Voting Conflict" form shall be received by the Clerk and incorporated into the meeting minutes as an exhibit.

F. Majority Vote; Extraordinary Majority Vote; Tie Vote. The passage of any motion, policy, ordinance, or resolution shall require the affirmative vote of at least the majority of the Commissioners who are present and eligible to vote. If an extraordinary majority vote is required by the Florida Statutes, this shall require the affirmative vote of an extraordinary majority of the Commissioners who are present and eligible to vote. In the case of a tie in votes on any proposal, the proposal fails.

IX. Citizen Input: Addressing the Board of County Commissioners.

- A. Citizen Input. The Board recognizes the importance of protecting the right of all citizens to express their opinions on the operation of County government and encouraging citizen participation in the local government process. The Board also recognizes the necessity for conducting orderly and efficient meetings to complete County business in a timely manner.
- B. Citizen Requests and Input on Non-Agenda Items. At the regular official County Board meetings, the Board provides a comment period for citizens to speak on items not on the agenda and items included within the Consent Agenda. These public comment periods are denoted on the agenda as "Citizens Requests and Input on Non-Agenda Items."
- C. Input on a Matter Pending Before the Board. At the regular official County Board meetings, the Board also allows public comment on each agenda item included in the official agenda.
- D. Citizen's Input Card. Unless waived by the Chair or consent of the Board, or otherwise provided herein, each person who addresses the Board shall complete a Citizen's Input Card and submit the card to the Clerk or to the County Manager.
- E. Public Input at Workshops, Retreats and Forums. Board workshops, retreats and forums are established for in-depth discussion between Commissioners. Speakers and other participants are at the invitation of the Board only. Time allotted for public comments and citizen input germane to the topic of the workshops, retreats and forums shall be at the Board's discretion or as provided in the agenda. No votes shall be taken at Workshops, Retreats, and Forums.
- F. Discussion and Meeting Time Limits. In order to ensure the efficient conduct of Board meetings and out of consideration for all attendees of such meetings, the Board establishes the following guidelines to limit the time a speaker is allowed to hold the floor and for the time allotted to a single discussion issue. Exceptions to these guidelines are provided for quasi-judicial proceedings or may be provided for any meeting by a majority vote of the Board.

- 1. Unless an exception is granted by the Chair or by consent of the Board, the primary presenter of an item on the agenda shall hold the floor for no more than ten (10) minutes, and no speaker shall hold the floor for more than three (3) minutes. No speaker shall speak more than once on an item. No speaker, other than a Commissioner, may yield the floor to another speaker.
- 2. Except for workshops and public hearings, no single agenda item shall consume more than 30 minutes of a meeting unless an exception or extension is granted by a majority of the Board. After 30 minutes, the Chair shall close discussion and, if a vote is required, bring the agenda item to a vote. The Chair may limit discussion time to less than three (3) minutes per speaker to accommodate large numbers of persons who want to speak.
- 3. For public hearings, unless excepted as above, the time limit shall be one (1) hour, provided at least 30 minutes are included for public comments.
- 4. For Board workshops, retreats, and forums the time limits for the meeting and for each agenda time shall be determined as announced in the meeting agenda or adjusted at the beginning of the session by consent of the board.
- 5. Excluding workshops, retreats, and forums, and unless excepted as above, no meeting of the Board shall extend more than three (3) hours past its start time.
- 6. All discussion and remarks shall be relevant and germane to the item or items which are the subject of the proceeding or general county business if speaking under Citizens Requests and Input on Non-Agenda Items.
- 7. The time limits specified herein may be increased upon approval of a majority of the Board. Any motion to increase these time limits is non-debatable.

G. Addressing the Board.

- 1. When (and only when) recognized by the Chair, speakers should rise, proceed to the podium, and speak clearly in an easily heard voice. Speakers shall introduce themselves, giving the following information for the record:
 - (a) Name;
 - (b) Place of residence or business address;
 - (c) If requested by the Chair, the person may be required to state whether the person speaks for a group of persons or a third party, if the person represents an organization, whether the view expressed by the person represents an established policy or position approved by the organization, and whether the person is being compensated by the organization.
- 2. All remarks shall be addressed to the Board as a body and not to any individual Commissioner.

- 3. The Chair shall control the dialogue. No person, other than a Commissioner, and the person having the floor, may be permitted to enter into any discussion, either directly or through a Commissioner, without permission of the Chair. No question may be asked except through the Chair.
- 4. Speakers should make their comments concise and to the point and present any data or evidence they wish the Board to consider. Copies of any data or evidence must be provided to the Clerk for maintenance in the County's records. Remarks should be germane and relevant to the question before the Board.

H. Decorum and Civility.

- 1. Participants in and attendees at Board meetings are expected to be respectful, courteous, civil, and orderly. No person or group shall, by speech or other nondecorous action, delay or interrupt the proceedings or the peace of the Board, or disturb any person having the floor. Non-decorous actions shall include cheering, clapping, booing, heckling, verbal outbursts, and private conversations during proceedings. No person shall refuse to obey the orders of the Chair. No person shall use a Board meeting as a forum for personal attacks. Any person making irrelevant, impertinent, threatening, or slanderous remarks or who becomes boisterous while addressing the Board shall not be considered orderly or decorous. Any person who becomes disorderly or who fails to confine remarks to the identified subject or business at hand shall be cautioned by the Chair and given the opportunity to conclude remarks on the subject in a decorous manner and within the designated time limit. Any person failing to comply as cautioned shall be barred by the Chair from making any additional comments during the meeting unless permission to continue or again address the Board is granted by the majority of the Commissioners present.
- 2. If the Chair declares an individual out of order, he or she will be requested to relinquish the podium. If the person does not do so, the Chair may recess the meeting, and the individual may be subject to removal from the Commission Chambers or other meeting room and may be removed or arrested by the Sheriff subject to Section 810.08(1), Florida Statutes, for failure to comply.
- If any person or group becomes disruptive or interferes with the orderly business
 of the Board, the Chair may recess the meeting and may have the person or
 group removed from the Commission Chambers or other meeting room for the
 remainder of the meeting.

X. ADA Policy and Procedures.

A. Policy Statement. It is the policy of the Board to assure that individuals with disabilities have equal and full access to meetings of the Board. Nothing in this policy shall be construed to impose limitations or to invalidate the remedies, rights, and procedures accorded to any individual with disabilities under state or federal law. To that end, county staff will make every effort to assist individuals with disabilities who request reasonable accommodations by utilizing the guidelines and procedures established herein.

Definitions.

- a. "Accommodation" means measures to make each Board meeting readily accessible to an requestor who is a qualified person with a disability, and may include but is not limited to:
 - Making reasonable modifications in policies, practices and procedures; and
 - ii. Furnishing, at no charge, auxiliary aids and services, including but not limited to equipment, devices, material in alternative formats, qualified interpreters, or readers.
- b. "Person with disability" means a person covered by the Americans with Disabilities Act of 1990 (§42 U.S.C. 12101 *et seq.*), or other similar local, state or federal laws. This term includes, but is not limited to, an individual who has a physical or mental impairment that limits one or more major life activities, has a documented history of such impairment, or is regarded as having such an impairment.

2. Request for Reasonable Accommodations.

- a. Individuals with disabilities may request a reasonable accommodation necessary to fully and equally participate in a Board meeting. To request a reasonable accommodation, a Request for Reasonable Accommodation Form must be submitted to the County Manager's Office. A request for accommodation should be made as far in advance as practical, but at least two (2) business days prior to the event for which the accommodation is requested.
- b. Accommodation requests are granted to any individual with a disability for whom such accommodation is reasonable and necessary under the Americans with Disabilities Act of 1990 ("ADA") or other similar local, state and federal laws. A request will be granted unless:
 - i. The requested accommodation would create an undue financial or administrative burden;
 - ii. The requested accommodation would fundamentally alter the nature of the Board meeting; or
 - iii. Permitting the requestor to participate in the meeting with the requested accommodation would create a direct threat to the safety or well-being of the requestor or others.
- c. Requestors may be required to provide additional information for the County to properly evaluate the request. If needed, the County may ask that medical and other health information be submitted. All medical-related information shall be kept confidential.

d. If a request is denied, the County will discuss with the requestor whether an alternative accommodation could effectively address the disability-related needs without a fundamental alteration to the Board meeting and without imposing an undue financial and administrative burden.

3. Review Procedure.

- a. Before providing an accommodation, the County must determine that the requestor meets the definition of an individual with a disability, and that the accommodation will enhance the requestor's access to Board meetings.
- b. If the requestor's disability is obvious, or otherwise known to the County, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.
- c. If the accommodation is required for a disability that is not obvious or otherwise known to the County, the County must verify that the requestor meets the definition of an individual with a disability, and that the limitations imposed by the disability require the requested accommodation. To do so, the County may request third-party verification from a professional who is competent to make the determination. Appropriate professionals who may make such determination include doctors, psychologists, nurses, physical and occupational therapists, speech therapists, vocational rehabilitation specialists, and licensed mental health professionals.

4. Appeal Process.

- a. If a request for reasonable accommodations is denied, the requestor may seek review of the decision within five (5) days of the date of the notice of the decision by submitting a request for review to the County Manager. The request for review may be made in writing, verbally or presented by a third party on behalf of the requestor.
- b. The County Manager will respond to the requestor within five (5) days of receipt of the request for review to discuss the decision regarding the accommodation denial, and if founded, will work with the requestor for reconsideration of the decision to grant the request or seek resolution of an alternate accommodation that provides equal access to the Board meeting.

5. Notice.

a. The following paragraph or substantially similar information shall be included in each document providing notice of a Board meeting:

"In accordance with the Americans with Disabilities Act, persons with disabilities who require reasonable accommodations should contact County Manger's Office as far in advance as possible, preferably at least two (2) business days before the meeting."

XI. Application of these Rules of Procedure

Unless other rules apply, these rules shall govern all noticed meetings of the Board of County Commissioners and all county boards, commissions, committees and other bodies operating under the authority and jurisdiction of the Board of County Commissioners and to which the Florida open meeting laws (Section 286, F.S.) apply, including, but not limited to the Planning Commission and the Value Adjustment Board. For purposes of this rule, the term "Commission" or "Board" shall apply to all bodies referred to in this section.

Board of County Commissioners Agenda Request

Date of Meeting: September 29, 2023

Date Submitted: October 5, 2023

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Request Board Approval of a Resolution Amending the Rules of

Procedure for Meetings of the Jefferson County Board of County

Commissioners

Statement of Issue:

This agenda item requests Board Approval of a Resolution amending the County's Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners.

Background:

On September 15, 2022, the Board adopted Resolution No. 22-09152022-06, establishing Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners ("Rules of Procedure for Meetings"). Section VI.A. of the Rules of Procedure for Meetings set the regular meeting schedule for official Board meetings on the first and third Thursday of each month at 6 p.m.

At the September 20, 2023, Board meeting, the Board discussed amending the Rules of Procedure for Meetings to move one monthly meeting from 6 p.m. to 9 a.m. and requested that this agenda item be brought to the Board for its consideration.

Analysis:

The attached Resolution amends Section VI.A. of the County's existing Rules of Procedure for Meetings to read as follows:

A. *Regular Meetings*. The Board shall establish a regular meeting schedule for official Board meetings, which shall generally be held on the first Thursday of each month at 9 a.m. and third Thursday of each month at 6 p.m., but which may be modified by majority vote of the Board.

Options:

1. Adopt a Resolution Amending the Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners

Request Board Approval of a Resolution Amending the Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners October 5, 2023

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- 2. Do Not Adopt a Resolution Amending the Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners
- 3. Board Direction.

Recommendation:

Option #3

Attachments:

1. Resolution Amending the Rules of Procedure for Meetings of the Jefferson County Board of County Commissioners