

Board of County Commissioners

Jefferson County, Florida

Stephen G. Fulford
District 1, Chair

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe, III
District 5

Regular Session Agenda August 4, 2011 at the Courthouse Annex 435 W. Walnut St. Monticello, FL 32344

1. **9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
2. **Public Announcements, Presentations, & Awards**
 - a) **Flea across Florida Event** - Melanie Mays – Chamber Executive Director
 - b) **Presentation of Payment in Lieu of Taxes** - Steve Minnis/SRWMD
3. **Consent Agenda**
 - a) **Approval of Agenda**
4. **Citizens Request & Input on Non-Agenda Items**
(3 Minute Limit, No Commissioner Discussion.)
5. **General Business**
 - a) **FDOT 5 Year Work Program** – Keith McCarron/ARPC
 - b) **Planning Commission – RE:** Florida State Urban & Regional Planning Study
 - c) **EAR Amendments – Request for Direction/Timing to Proceed** – Bill Tellefsen
 - d) **Fire Station Site Selection** – Alan Wise/Chief Matthews
 - e) **Rock Sale & Rock Mine Issues** – Alan Wise/Randy Hatch
6. **County Coordinator's Report**
7. **Citizen's Forum**
(3 Minute Limit, Discussion Allowed.)
8. **Commissioner Discussion Items**
9. **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.

ITEM 5 (a) – FDOT 5 YEAR WORK PLAN

AGENDA DATE: August 4, 2011

**TO: The Honorable Chairperson and
Board of County Commissioners**

**FROM: Keith McCarron, Senior Planner
Apalachee Regional Planning Council**

SUBJECT: Florida Department of Transportation Five-Year Work Program Update

Background: The Florida Department of Transportation (FDOT) works annually with its agencies, local governments and the public to update the Five-Year Transportation Work Program, which is the Department's ongoing planning process for allocating state and federal transportation funds. The Apalachee Regional Planning Council (ARPC) assists FDOT-District 3 in gathering local government input during the annual update process. In this role the ARPC assists local governments in understanding FDOT's Work Program process, identifying projects and priorities for FDOT consideration and promoting consistency between the Work Program and local government's Capital Improvement Schedules.

Previous Action: The ARPC appeared before the Commission last year for a similar discussion.

Source of Funds: FDOT Florida Transportation Trust Fund (State/Federal funding)

JEFFERSON COUNTY

Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
Highways: Interstate								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
2226671	SR 8 (I-10) AT CR 257 LAMONT EXIT LIGHTING	LIGHTING	.595	90 CST				
4290241	SR 8 (I-10) EASTBOUND REST AREA RESURFACING	RESURFACING	.233	102 PE			709 CST	
4290242	SR 8 (I-10) WESTBOUND REST AREA RESURFACING	RESURFACING	.319	103 PE			720 CST	
Highways: State Highways								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
4281291	SR 10 (US 90) FROM HOLLY ROAD TO WILLOW STREET	SIDEWALK	.171	38 PE		380 CST		
4230812	SR 20 (US 19/27) FROM W OF SR 57 (US 19) TO WEST OF J.C. LEE ROAD	RESURFACING	6.174	50 PE	10,542 CST			
4255881	SR 20 (US 27) AT SR 59 GAMBLE ROAD INTERSECTION	INTERSECTION IMPROVEMENT	.373	26 CST				
4261101	SR 20 (US 27) BURNT MILL CREEK BRIDGE NOS. 540023 & 28	BRIDGE-REPAIR/REHABILITATION	.073	2 PE				
				85 CST				
4230811	SR 20 (US 27) FROM WEST OF CR 259 TO W OF SR 57 (US 19)	RESURFACING	2.744	32 PE	4,102 CST			
4216381	SR 20 (US 27) FROM WEST OF JC LEE ROAD TO MADISON COUNTY LINE	RESURFACING	.908	86 CST				
4303563	SR 57 (US 19) SB VWS W/PULL OFF SCALE	MCCO WEIGH STATION STATIC/WIM	8.693				912 CST	
4246081	SR 59 GAMBLE ROAD FROM NORTH SR 20 (US 27) TO N OF SR 8 (I-10)	RESURFACING	6.068	36 PE				
				10 RRU				
				3,154 CST				
Highways: Local Roads								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
4257031	CR 259 WAUKEENAH HWY FROM SR 59 GAMBLE ROAD TO SR 20 (US 27)	WIDEN/RESURFACE EXIST LANES	5.170	1,474 CST				
Highways: Off State Hwy Sys/Off Fed Sys								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
4280371	WATERMILL ROAD FROM LLOYD CREEK ROAD TO CR 259 WAUKEENAH HWY	RESURFACING	2.796	500 CST				
Miscellaneous: Non-System Specific								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
4301501	JEFFERSON COUNTY BICYCLE/PEDESTRIAN NETWORK DEVELOPMENT	BIKE LANE/SIDEWALK	.000		132 CST			
Transportation Disadvantaged								
Item No	Project Description	Work Description	Length	2012	2013	2014	2015	2016
2271022	JEFFERSON CO. LCB ASSISTANCE COMMISSION TD	TD COMMISSION - CAPITAL	.000	17 PLN	19 PLN	19 PLN	17 PLN	17 PLN
2271021	JEFFERSON CO. TD COMMISSION TRIP AND EQUIPMENT GRANT	TD COMMISSION - CAPITAL	.000	146 OPS	163 OPS	159 OPS	169 OPS	169 OPS

Phase Group Descriptions

Phase	Description	Phase Group	Phase Type	Exceptions
ADM	Administration	A	Any	Excl pgm 52:Ph A8 w/pgm 39
CAP	Capital	9	Any	
CST	Construction	5,6	Any	Excl Ph 5A,56,57; Cnclass 9
DSB	Design Build	5,6	Any	With Conclass 9 only
ENV	Environmental	C	Any	
INC	Contract Incentives	5	A	
LAR	Local Advance Reimburse	A	8	With Program 39 only
MNT	Brdg/Rdwy/Contract Maint	7	Any	
OPS	Operations	8	Any	
PDE	P D & E	2	Any	
PE	Preliminary Engineering	3	Any	
PLN	Planning	1	Any	
RES	Research	B	Any	
ROW	Right of Way	4	Any	Excl Phase 46 and 47
RRU	Railroad & Utilities	4,5	6,7	
MSC	Miscellaneous	Other	Other	

ITEM 5 (b) – PLANNING COMMISSION MEMO
REGARDING FSU STUDY

July 27, 2011

Stephen Fulford, Chairman
Jefferson County Board of County Commissioners
435 W. Walnut
Monticello, FL 32344

RE: Florida State Urban and Regional Planning Study

Dear Chairman Fulford:

I am writing to you on behalf of the entire Jefferson County Planning Commission.

During the Planning Commission meeting on July 14, 2011 there was a great deal of discussion regarding the recent contract the Board of County Commissioners entered into with the Florida State Urban and Regional Planning Department. The Planning Commission has the background and experience to review any information received from this study. It is the desire of the Planning Commission that all information obtained from the Urban and Regional Planning Study be shared with them through presentation or other means.

Thank you and please do not hesitate to contact me if you have any questions.

Respectfully,



George Cole
Chairman, Jefferson County Planning Commission
5283 Ashville Highway
Monticello, FL 32344

**ITEM 5 (c) – EAR AMENDMENTS-REQUEST FOR
DIRECTION/TIMING TO PROCEED**



445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345
Phone (850) 342-0223 - Fax: (850) 342-0225

MEMORANDUM

TO: JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: BILL TELLEFSEN, PLANNING OFFICIAL
SUBJECT: EAR COMPREHENSIVE PLAN AMENDMENTS
DATE: 07/29/11
CC: SCOTT SHIRLEY; ROY SCHLEICHER; KIRK REAMS

Due to several issues arising in the recent past, the process regarding approval and submittal to the Department of Community Affairs (DCA) of the Comprehensive Plan Amendments implementing the approved Evaluation and Appraisal (EAR) has gone “off track”. Under the present conditions, Jefferson County cannot accept any applications from the citizens or initiate any other Comprehensive Plan amendments until the EAR amendments have been submitted and approved by DCA. The primary issue is meeting the obligations to address the statutorily-required changes.

Scott and I have discussed how to continue the process in light of the various issues that have contributed to the delay and the possible effects of those issues upon our proposed submittal.

The Planning Commission submitted a document containing text and map amendments with a recommendation for BOCC approval. Staff distributed the recommended amendment package to the Board for review and a workshop was scheduled for discussion and review. During the workshop, the Board determined some issues were not addressed as expected and needed further review.

Over the course of several subsequent BOCC and PC meetings, including a joint BOCC/Planning Commission workshop, some of the issues were resolved and some issues have been discussed but not totally resolved.

Concurrently, the BOCC has been dealing with inter-related issues including relevant ordinances and/or resolutions regarding Aquifer Protection, County committee and board memberships and their duties, etc., Code Enforcement, and has contracted with FSU to provide us with recommendations as a visioning plan.

Additionally, during the same time period, the state legislature approved, and the governor signed HB 7207, which amended various portions of Florida Statutes including the renaming of the “Local Government Comprehensive Planning and Land Development Regulation Act” to the “Community Planning Act”. There are numerous changes to everything from restructure of the DCA itself as well as other Departments. There are changes to overall Comprehensive Plan requirements including content and processes, procedures, and interactions between the various relevant Departments and the local governments. The changes are far-reaching and still unclear.



JEFFERSON COUNTY PLANNING DEPT.

445 W. PALMER MILL RD, MONTICELLO, FLORIDA 32345

Phone (850) 342-0223 - Fax: (850) 342-0225

Since the Planning Commission will not have a meeting in August, the Board could schedule a workshop for the evening of August 11th to possibly resolve some or all of the outstanding issues or at least determine the items to be addressed at a later date and finalize the amendment package to be voted on and submitted to DCA.

The Planning Commission submitted to the Board a recommendation to approve and adopt a revised Comprehensive Plan and a series of map amendments for the FLUM (Future Land Use Map). The BOCC determined there were several issues that needed to be addressed. Some issues have been discussed and resolved; however, a brief overview of the unresolved issues that should be addressed and resolved in a workshop includes the following:

1. At a minimum, the text amendments addressing the statutory requirements need be adopted so the County can accept and process future submitted requests for Comprehensive Plan Amendments. Option 1 could be to adopt only those statutorily-required text amendments.
2. Any text amendments that would appear to need further evaluation and discussion beyond the ability to be resolved during the workshop of the 11th could be removed (leaving the section unchanged for the time being) from the EAR Amendment submittal package and fully evaluated, etc., and submitted as an amendment in the near future. Option 2 could be adopt only the statutorily-required and the non-controversial text amendments and address the remainder of the text-related issues and the map amendments at a future date.
3. All of the proposed map amendments recommended for approval by the Planning Commission have been discussed and found by consensus of the Board to be ready for a final vote the exception of an area between Monticello and JCKC. The Rowell property on the east side of US 19 across from JCKC was recommended by the Planning Commission as a 91.41-acre tract, however Mr. Rowell had originally requested his 79.23-acre tract, adjacent to the east, as part of the original submittal that I had submitted as part of a staff recommendation to add MUBR on the east side of US 19 from the City Limits out to Still Road. Option 3 could be Option 1 or Option 2 plus the map amendments as submitted by the Planning Commission. Option 4 would be the same but resolve the issue regarding either the Rowell property or the Rowell property and the staff recommendation.
4. The controversial text amendments involved (a) increasing some residential densities and locations and (b) a discussion of possible adoption of site-specific zoning in mixed-use land use categories. These issues could be discussed and possibly some or all could be resolved or postponed for review and adoption.
5. Any unresolved issues could be addressed in the future individually or in conjunction with any actions resulting from pertinent results of the FSU "visioning plan".

**ITEM 5 (d) – FIRE STATION SITE
SELECTION/PROJECT SCHEDULE**

**JEFFERSON COUNTY
NEW FIRE STATION FACILITY
SITE SELECTION**



**Prepared For:
JEFFERSON COUNTY**

Commissioners

Stephen Fulford, District 1, Chairman

John Nelson, District 2

Hines Boyd, District 3

Betsy Barfield, District 4

Danny Monroe III, District 5

Roy Schleicher, County Coordinator

Mark Matthews, Fire Chief

JULY 2011

PROJECT NUMBER 751.013

Prepared By:



PORT ST JOE
324 Marina Drive
Port St. Joe FL 32456
P:850.227.7200
F:850.227.7215

PANAMA CITY
203 Aberdeen Parkway
Panama City, FL 32405
P:850.522.0644
F:850.522.1011

SANTA ROSA BEACH
877 C.R 393 North
Santa Rosa Beach, FL 32459
P:850.267.0759
F:866.557.0076

QUINCY
20 East Washington Street
Quincy, FL 32351
P:850.875.4751

BLOUNTSTOWN
20684 Central Avenue East
Blountstown, FL 32424
P:850.674.3300
F:850.674.3330

CRAWFORDVILLE
36 Jasper Thomas Rd.
Crawfordville, FL 32327
P:850.528.0300

MONTICELLO
187 East Walnut St.
Monticello, FL 32344
P:850.997.2175

Introduction:

On July 7, 2011, the Board of County Commissioners asked that we look at the possible sites that could be utilized as the location for the new Jefferson County Fire Station. With this direction, we worked with the County Coordinator's Office and the Fire Department to review the parcels that the County currently owns as well as options that may be located in the City of Monticello.

When selecting a site for this use, it is important to consider location and access, as well as the standard site parameters such as size, topography, environmental sensitivity, and utility availability. The list of possible locations was greatly narrowed by review the location and size alone. Through careful consideration, we identified 4 possible locations for this new facility and we have provided details of each location attached and below.

Parcel #1:

Parcel # 19-2N-5E-0000-0322-0000 is located adjacent to Mamie Scott Drive within the City Limits of Monticello. The size of the parcel is 0.87 acres and has good overall access via Mamie Scott drive. The City's zoning of this parcel is Agricultural. The use of the adjacent properties is residential, public and recreation.. Access to the arterial roadways would be through dense residential areas. The parcel does not appear to have wetlands and does not appear to be located within a 100 year flood plain. The parcel has access to water and sewer utilities provided by the City of Monticello.

Parcel #2:

Parcel # 19-2N-5E-0000-0320-0000 is located adjacent to Mamie Scott Drive within the City Limits of Monticello. The size of the parcel is 16.77 acres, of which 0.64 acres is available for this facility. The parcel has good overall access via Mamie Scott drive. The City's zoning of this parcel is Agricultural. The use of the adjacent properties is residential, public, recreation. Access to the arterial roadways would be through dense residential areas. The parcel does not appear to have wetlands and does not appear to be located within a 100 year flood plain. The parcel has access to water and sewer utilities provided by the City of Monticello.

Parcel #3:

Parcel # 31-2N-5E-0000-0141-0000 is located adjacent to South Jefferson Street within Jefferson County. The size of the parcel is 7.22 acres, of which 1.82 acres are available for this facility. This parcel currently contains the existing Jefferson County Fire Station. The parcel has direct access to arterial roadways via South Jefferson Street. The City's zoning of this parcel is Business / Highway. The use of the adjacent properties is vacant, public, and commercial. Although the parcel may border wetlands to the north, the property does not appear to contain wetlands and does not appear to be located within a 100 year flood plain. The parcel has access to water and sewer utilities provided by the City of Monticello.

Parcel #4:

Parcel # 31-2N-5E-0000-0150-0000 is located adjacent to South Jefferson Street within Jefferson County. The size of the parcel is 3.43 acres and approximately 1.30 acres is available for this facility. This property currently contains the Mosquito Control Department. The property has direct access to arterial roads via South Jefferson Street and Martin Road. The City's zoning of this parcel is both Agricultural and Business / Highway. The use of the adjacent properties is vacant, residential and public. Although the parcel may border wetlands to the north, the property does not appear to contain wetlands and does not appear to be located within a 100 year flood plain. The parcel has access to water and sewer utilities provided by the City of Monticello.

Conclusion:

Parcel #1 and Parcel #2 are both relatively small and will not be large enough to contain the building, parking, and circulation required by a Fire Station. Furthermore, the location of this property is several blocks away from the main arterials of the County, through dense residential areas. This is not an ideal condition since the emergency vehicles will be dispatched at all hours of the day and will likely have their lights and sirens in full effect. Complaints from the residences in the area are likely.

Parcel #3 and Parcel #4 are both similar in many respects: size, location, access, zoning, and environmental sensitivity. The main difference in these two parcels is that Parcel #3 currently contains the existing Fire Station and it would have to be demolished prior to the construction of the new facility. Construction of a new facility on this parcel would also require the temporary relocation of the Fire Station.

The portion of Parcel #4 that is available for this facility does not contain any buildings that would require demolition and would also allow for the existing operations to continue during construction.

For the reasons above and attached, we offer the following “ranking” of the parcels discussed.

First Choice – Parcel #4

Second Choice – Parcel #3

Third Choice – Parcel # 1

Fourth Choice – Parcel #2

Parcel 1



Jefferson County Property Appraiser

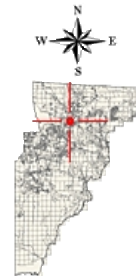
Angela Gray CFA - Monticello, Florida 32344 | 850-997-3356

PARCEL: 19-2N-5E-0000-0322-0000 - MUNICIPAL (008900)

.87 ACRE IN NW1/4 OF SE1/4 ORB 170 P 384

NOTES:

Name: CIT OF MONTICELLO		2010 Certified Values	
Site:		Land	\$6,960.00
Mail:	245 S MULBERRY ST MONTICELLO, FL 32344	Bldg	\$50,596.00
		Assd	\$70,596.00
Sales Info	4/11/1989 \$100.00 / U	Exmpt	\$70,596.00
		Taxbl	Cnty: \$0 City: \$0 Other: \$0 Schl: \$0



This information, updated: 7/20/2011, was derived from data which was compiled by the Jefferson County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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Parcel 2



Jefferson County Property Appraiser

Angela Gray CFA - Monticello, Florida 32344 | 850-997-3356

PARCEL: 19-2N-5E-0000-0320-0000 - MUNICIPAL (008900)
 16.77 ACRES IN NW1/4 OF SE1/4 & IN N1/2 OF S1/2 --ORB 1 P 466 & 16 P 4 & 11 P 528

NOTES:

Name:	CIT OF MONTICELLO	2010 Certified Values	
Site:		Land	\$41,925.00
Mail:	245 S MULBERRY ST MONTICELLO, FL 32344	Bldg	\$6,807.00
Sales Info:	NONE	Assd	\$113,627.00
		Exmpt	\$113,627.00
		Taxbl	Cnty: \$0 City: \$0 Other: \$0 Schl: \$0



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Parcel 3



31-2N-5E-0000-0141-0000
JEFFERSON COUNTY BOARD OF
7.219AC

FAIRCHILD RD

MARTIN RD

S JEFFERSON ST

S WAUKEENAH ST

HAMPTON PL

KIMBERLY LN

0 0.04 0.08 0.12 0.16 0.2 0.24 0.28 0.32 0.36 0.4 mi

Jefferson County Property Appraiser

Angela Gray CFA - Monticello, Florida 32344 | 850-997-3356

PARCEL: 31-2N-5E-0000-0141-0000 - COUNT (008600)

8.00 ACRES IN W1/2 OF NW1/4

NOTES:

Name: JEFFERSON COUNT BOARD OF		2010 Certified Values	
Site:	1456 S JEFFERSON ST	Land	\$267,291.00
	COUNTY COMMISSIONERS	Bldg	\$135,154.00
Mail:	COURTHOUSE ROOM 10	Assd	\$426,122.00
	MONTICELLO, FL 32344	Exmpt	\$426,122.00
Sales Info	NONE	Taxbl	Cnty: \$0 Other: \$0 Schl: \$0



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Parcel 4



Jefferson County Property Appraiser

Angela Gray CFA - Monticello, Florida 32344 | 850-997-3356

PARCEL: 31-2N-5E-0000-0150-0000 - STATE (008700)
 3.56 ACRES IN SW1/4 OF NW1/4-1 A IN SW1/4 OF NW1/4 --DB SSS P 272 & VVV P 101 & ORB 35 P 416 & 420
 P 331 & 333 (STATE OF FLORIDA)

NOTES:

Name: TIITF/D.O.T.-ROAD OPS.		2010 Certified Values	
Site:	1975 S JEFFERSON ST	Land	\$127,076.00
Mail:	OFFICE/SUBMAINT. YARD	Bldg	\$41,174.00
	C/O DNR DOUGLAS BLDG	Assd	\$176,269.00
	TALLAHASSEE, FL 32399	Exmpt	\$176,269.00
Sales	10/19/1998 \$100.00 I/U	Taxbl	Cnty: \$0 City: \$0
Info	10/19/1998 \$100.00 I/U		Other: \$0 Schl: \$0





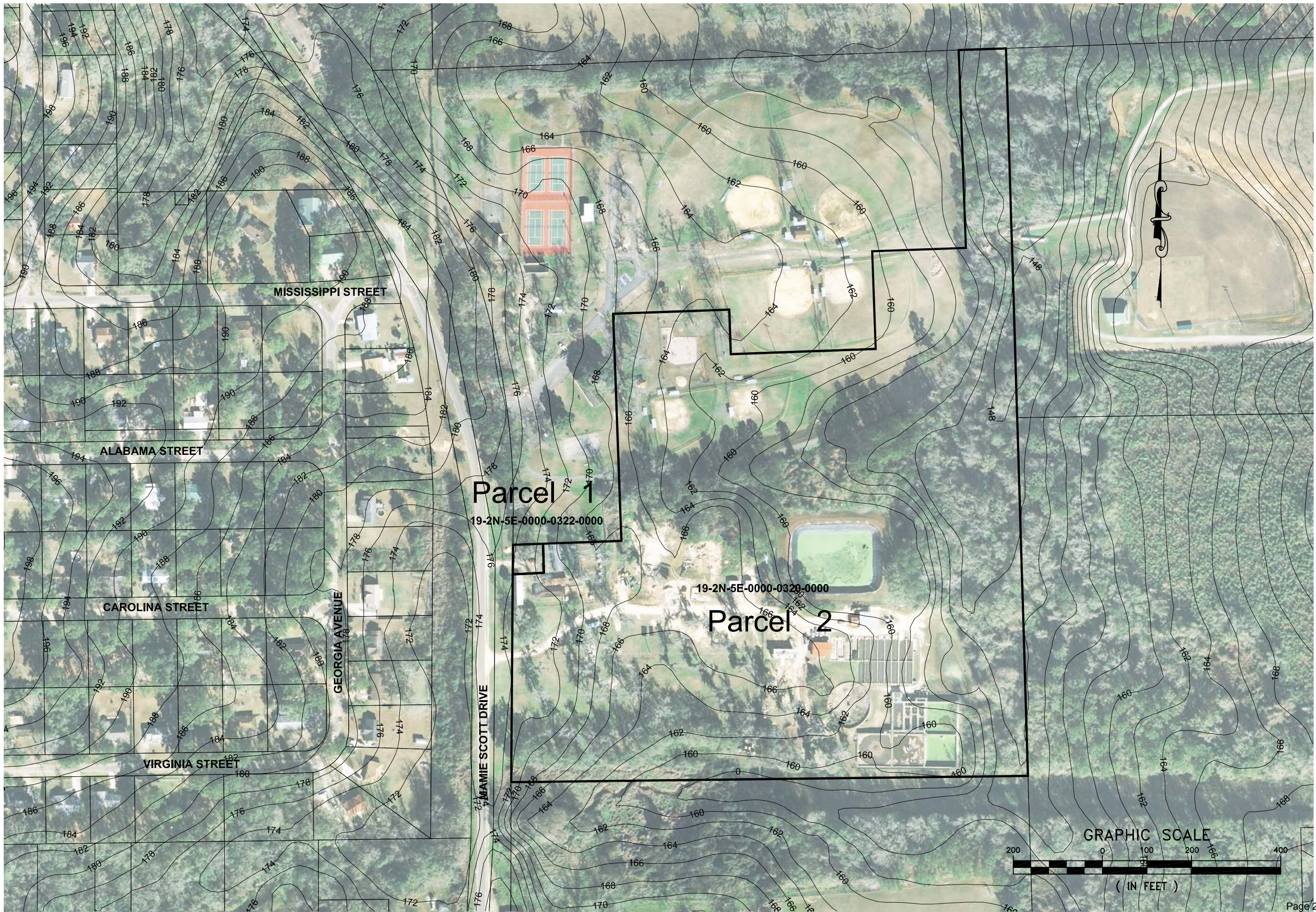
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 20084 CENTRAL AVENUE EAST
 200 ABERDEEN PARKWAY
 JACKSONVILLE, FL 32246
 JACKSONVILLE, FL 32246
 JACKSONVILLE, FL 32246
 (850) 272-7200
 (850) 272-7200
 (850) 272-7200

NO.	DATE	APPR.
1		
2		
3		
4		
5		

PROJECT NO.	751.013
DATE:	JULY 2011
SCALE:	1"=200'
DRAWN:	B. BROCHER
CHECKED:	A. WISE
SHEET	1



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5305 SCIENCE HWY 30A, SUITE 104
 20084 CENTRAL AVENUE EAST
 200 ABERDEEN PARKWAY
 JACKSONVILLE, FL 32246
 JACKSONVILLE, FL 32246
 (850) 231-3902 (850) 231-3902 (850) 674-3300 (850) 232-2844 (850) 227-7200

NO.	DATE	APPR.
1		
2		
3		
4		
5		

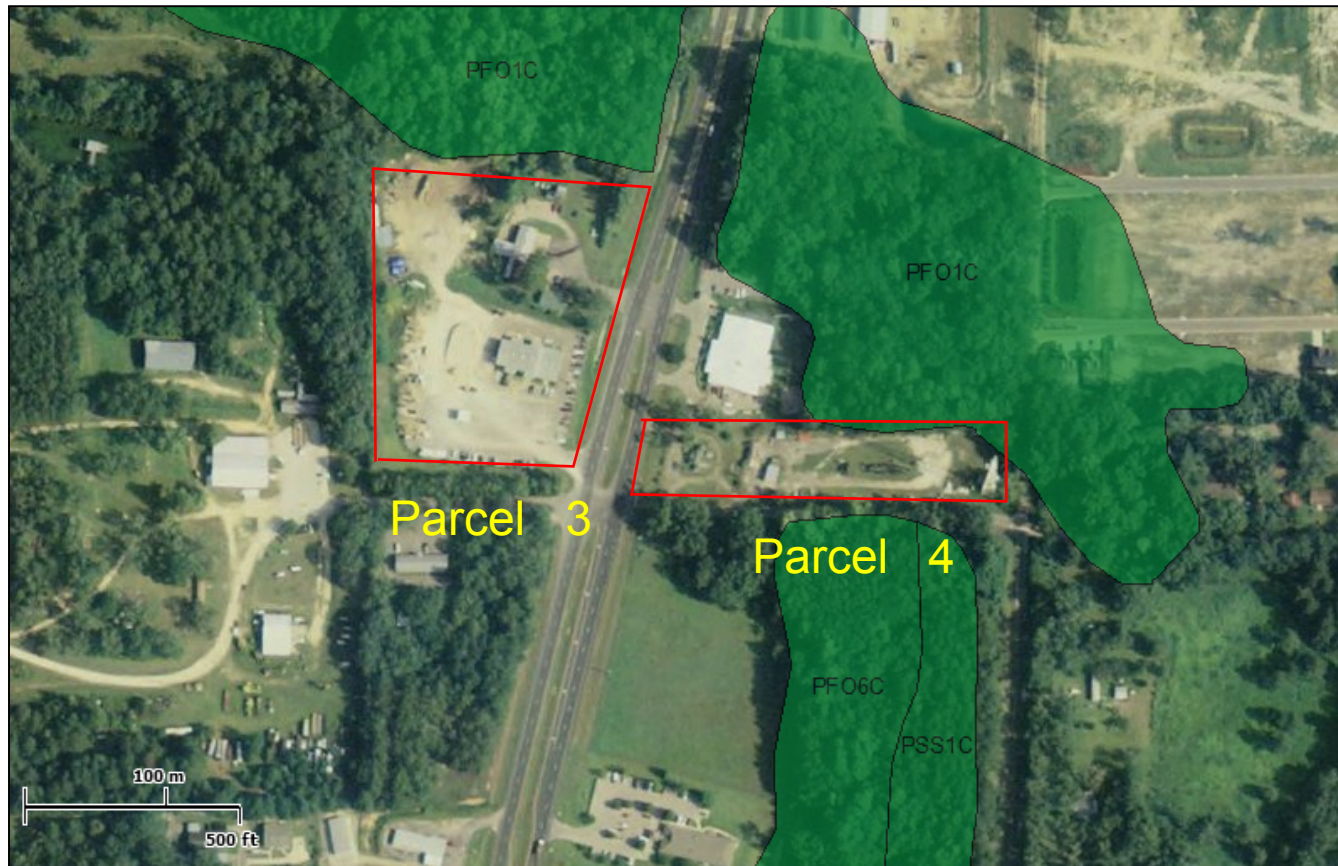
PROJECT NO.	DATE:
751.013	JULY 2011
SHEET	SCALE:
2	1"=200'
	DRAWN:
	B. BROCHER
	CHECKED:
	A. WISE



U.S. Fish and Wildlife Service National Wetlands Inventory

Wetland Map

Jul 28, 2011



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

Status

- Digital
- Scan
- Non-Digital
- No Data

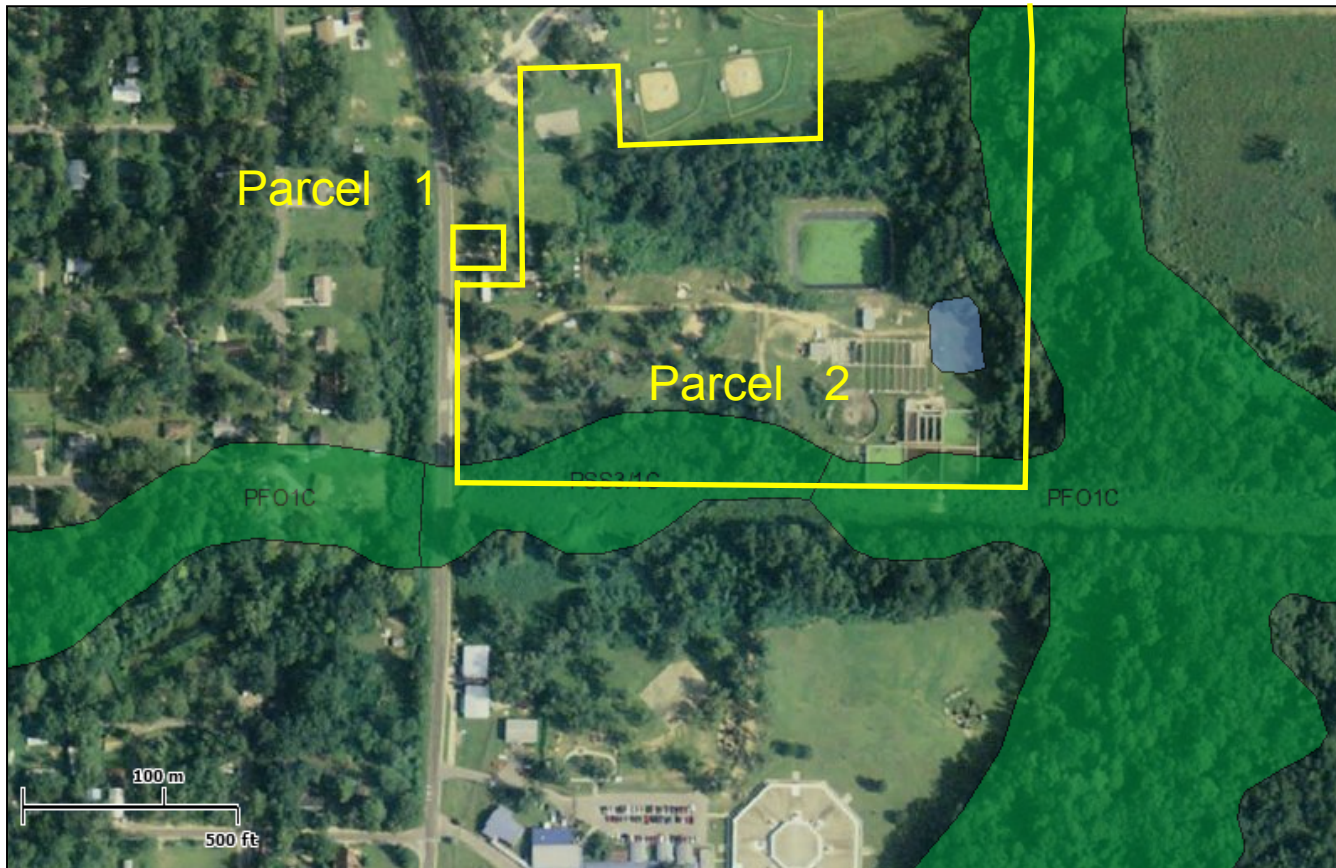
This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



U.S. Fish and Wildlife Service National Wetlands Inventory

Jul 28, 2011



Wetlands

Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

Status

- Digital
- Scan
- Non-Digital
- No Data

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

Custom Soil Resource Report Soil Map



83° 51' 59"

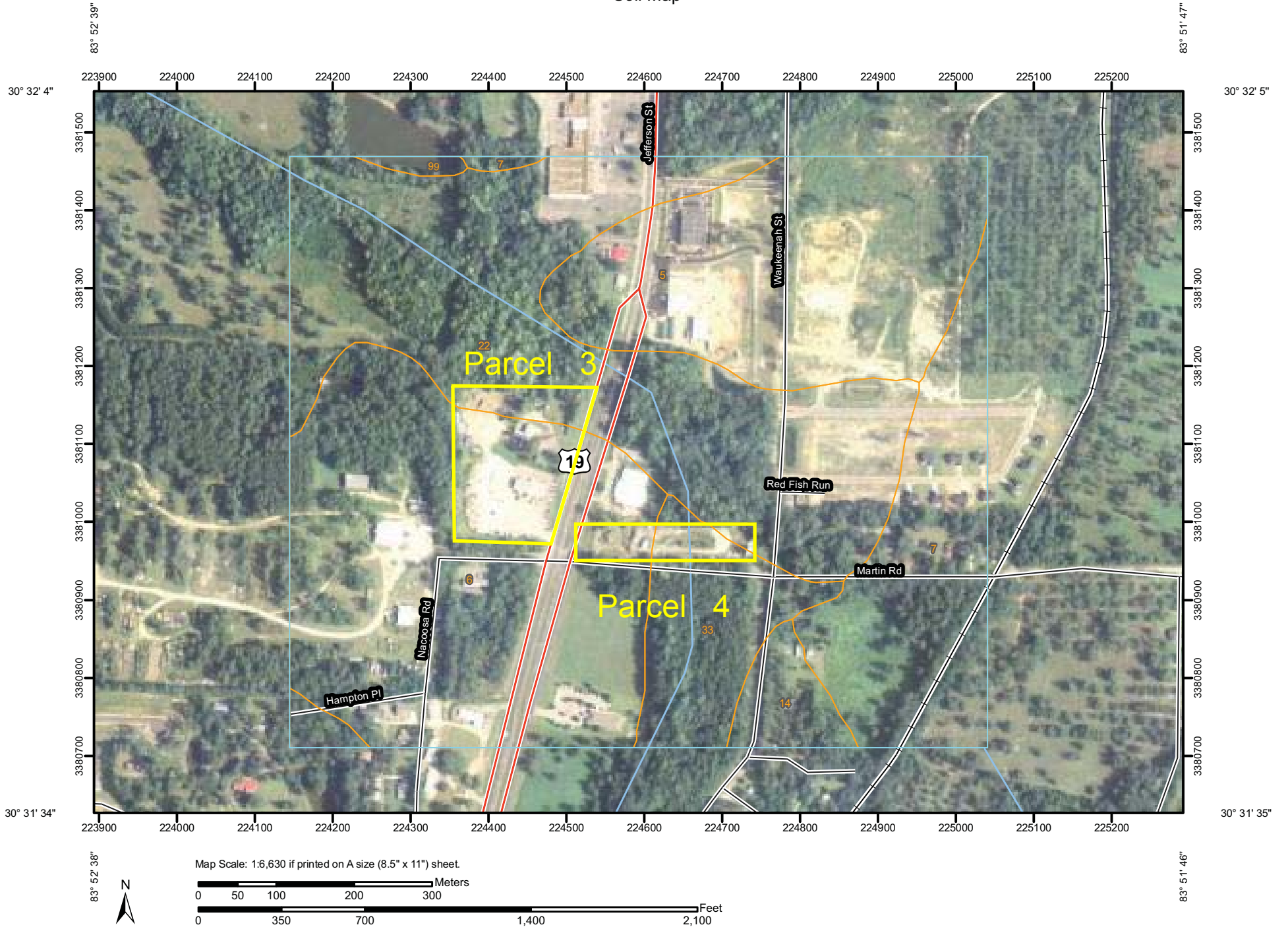


Map Scale: 1:3,740 if printed on A size (8.5" x 11") sheet.

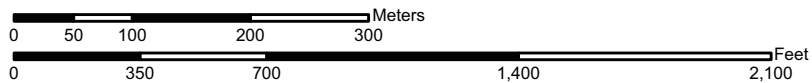


83° 51' 30"

Custom Soil Resource Report Soil Map



Map Scale: 1:6,630 if printed on A size (8.5" x 11") sheet.



Map Unit Legend

Jefferson County, Florida (FL065)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5	Fuquay fine sand, 0 to 5 percent slopes	31.1	18.6%
6	Dothan loamy fine sand, 2 to 5 percent slopes	49.3	29.4%
7	Dothan loamy fine sand, 5 to 8 percent slopes, eroded	21.2	12.6%
14	Orangeburg sandy loam, 5 to 8 percent slopes, eroded	3.9	2.3%
22	Plummer fine sand	50.8	30.3%
33	Leefield fine sand	10.9	6.5%
99	Water	0.6	0.4%
Totals for Area of Interest		167.8	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

ITEM 5 (e) – ROCK SALE & ROCK MINE ISSUES



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

Gulf County

324 Marina Drive
Port St. Joe, FL 32456

P 850.227.7200

F 850.227.7215

Bay County

203 Aberdeen Parkway
Panama City, FL 32405

P 850.522.0644

F 850.522.1011

Walton County

877 CR 393 North
Santa Rosa Beach, FL 32459

P 850.267.0759

F 866.557.0076

Gadsden County

20 East Washington Street
Quincy, FL 32351

P 850.875.4751

Calhoun County

20684 Central Avenue East
Blountstown, FL 32424

P 850.674.3300

Wakulla County

36 Jasper Thomas Road
Crawfordville, FL 32327

P 850.528.0300

Jefferson County

Garden Square
187 East Walnut Street
Monticello, FL 32344

P 850.997.2175

Dixie County

23414 SE 349 Hwy
P.O. Box 3
Suwannee, FL 32692

P 352.542.2414

Okaloosa County

2110 Lewis Turner Boulevard
Ft. Walton Beach, FL 32547

P 850.200.4783

July 29, 2011

Via Email at rschleicher@jeffersoncountyfl.com

Mr. Roy Schleicher
County Coordinator
Jefferson County Board of County Commissioners
450 W. Walnut Street
Monticello, FL 32344

Re: Jefferson County Limerock Mine

Dear Mr. Schleicher:

As you recall, at the last Commission meeting, we discussed finding options that will allow us to place a value on the land that contains the limerock mine. We were specifically discussing performing borings to investigate the depth and quality of the limerock, as well as a professional appraisal. This week has contained a substantial amount of research in this area for me. The information that I have found makes me recommend a different approach that what we have previously discussed.

The cost of the borings and appraisal were much more than I anticipated, and I believe that it will be difficult to show a good return on your investment for the information that will be provided. Especially after speaking with managers/operators of large, private commercial mining companies throughout the State.

I understand the basic question to be "Should the County Operate, Lease, or Sell the Mine?"

In my conversations with these businesses, I asked what information that they would look for from a property owner to determine if they would be interested in a property. The response that I get was that these companies performed their own research, mainly of the market, to determine what might be of interest. This leads me to believe that the borings might not be useful, unless specifically requested by a potential bidder.

Another question that I asked related to the ownership of the property. The miners that I spoke with agreed that they preferred to allow the owner to retain ownership, with an operation agreement between the operator and the property owner. The compensation for the property owner would be a royalty based on a price per ton, or a percentage of average sales or any number of other options that can be negotiated. A minimum yearly fee can be established as well as a minimum yearly supply of limerock road base material. The main piece of information that I learned on this subject was that it seems to be mutually beneficial for the operator to pay royalties as they operate; it allows the owner a revenue stream and it prevents the operator from having to front the capital to purchase the property. Selling the property also eliminates the possibility for the County to end up with a recreational area after the mining operations are complete.

If the County wanted to value the Limerock Mine, after the research that I have performed this week, I suggest that the County prepare a Bid Package and request proposals for the rights to operate the Mine. Once you have a list of respondents and their proposals, I am concerned that you may only have half of the information that you need. A plan and the cost of the County operating the Mine under the direction of a professional consultant has still not yet been provided. I believe that we need to award and negotiate a contract to the respondent from our previous RFQ. This consultant can be limited in the tasks that they perform at a given time, just like your other professional consultants, so you can request a detailed plan from your consultant prior to moving forward with timely/costly operations. The first task from your consultant can be to provide a plan of action, a timeline, and a cost/benefit structure. You will then be able to compare costs, timelines, and benefits of your options.

I understand that this may be more information than what was actually requested of me, however, I wanted to provide you with the information that I thought may be pertinent to this process. *Please take this as information and not necessarily a recommendation.*

Also as requested, attached is a list of bids and a contract that a neighboring County has procured for the purchase of limerock base material.

If I can help in any way please feel free to call me,

Alan Wise, P.E.
Project Manager
Preble-Rish, Inc.

APRIL, 2011
Exp APRIL 2013

SECTION THREE CONTRACT

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with Martin Marietta Materials, Inc. (the "Contractor") of 2710 Wycliff Road, Raleigh, N. C. 27607 (address) to perform all work or services in connection with County ITB No. 2011-12 (the "Work"), as said Work is set forth in the Scope of Services and Specifications set forth in the Invitation To Bid and other Contract Documents hereafter specified.

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

The "Contract Documents" means and includes the following:

- A. Contractor's Bid
- B. Contract (Executed)
- C. ITB No. 2011-12
- D. General Terms and Conditions
- E. Change Order or Modifications Issued subsequent to the execution of this Agreement.

These form the contract, and all are as fully a part of the Contract as if attached to this Agreement and repeated herein.

Section 2 The Work

- A. The Contractor shall perform all of the Work required by the Contract Documents, as set forth in the Scope of Services in ITB No. 2011-12 in conformity with the requirements of Wakulla County, Florida for material hauling in relation to paving projects.
- B. Contractor has familiarized itself with the nature and extent of the Contract Documents, the proposed Work to be performed, locality and all local conditions and laws and regulations, including but not limited to any and all regulations set forth by the Florida Department of Highway Safety and Motor Vehicles, the Florida Department of Transportation and all other regulatory bodies and has resolved all issues, problems and conflicts prior to commencing any activity under this contract.
- C. Contractor agrees that the prices contained herein shall include all labor and equipment, profit, insurance, incidentals and all other costs not expressly omitted or provided for herein to cover the Work to be performed as set forth in the Contract Document.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay or cause to be paid, to the Contractor the total cost for a project (the "Contract Amount") based on the following unit prices ("Unit Prices") in accordance with the terms of this Agreement and a Work Authorization for a project.

<u>UNIT PRICES</u>	<u>TON</u>	<u>BID PRICE</u>
LIMEROCK BASE	TON	\$4.75
#57 AGGREGATE ROCK	TON	\$10.50
#5 AGGREGATE ROCK	TON	\$10.50

Section 4. Payments

The Contractor shall submit to County an invoice after completion of each hauling job provided under this Contract in accordance with a Work Authorization approved by the County. County will remit payment within thirty (30) days of submission and approval of the invoice of services and upon the County's determination that the work has been satisfactorily completed.

Section 5. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 6. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 7. No Walver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 8. Length of Contract

The term of this Contract shall commence upon the date of execution identified above and expire two (2) calendar years from such date of execution.

Section 9. Changes; Modifications to Agreement

A. County may at any time by written order agreed by Contractor and signed by the parties, make changes to the general scope of this Agreement in the services to be performed.

B. No service shall be furnished by Contractor for which an additional cost or fee will be charged without prior written consent of County.

C. All modifications to this Agreement shall be in the form of supplemental agreements signed by the parties except as provided herein. County may modify the Agreement unilaterally under the following circumstances:

1. Pursuant to specific authorization as stated in paragraph 9(A) or elsewhere in the Agreement; or
2. For County administrative purposes that do not affect the rights of responsibilities of the parties, which may include but is in no way limited to changes of address.

Section 10. Status

Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall Contractor nor any employees or sub-contractors under it be considered employees of County.

Section 11. Venue

Venue for all actions arising under this Agreement, and all work pertaining thereto, shall lie in Wakulla County, Florida.

Section 12. Prohibition of Liens

Contractor is prohibited from claiming a lien on property owned by County. This prohibition shall apply to all subcontractors.

Section 13. Incorporation

This Agreement and any listed attachments shall embody the entire agreement of the parties.

Section 14. Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be deemed struck here from and all remaining provisions of the Agreement shall remain binding upon the parties. If any provision is struck under this Article, there will

be added in lieu thereof, by written agreement between the parties, a provision as similar in terms to such struck provision as its possible which is legal, valid and enforceable.

Section 15. Miscellaneous Provisions

Terms used in this Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those General Conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: Martin Marietta Materials
(Company Name)

ATTEST:
By: [Signature] (Signature) Michael Carroll (Printed)
Its: Sales Representative (Title)
Date: 4-18-2011

Witness: [Signature]
Its: [Signature] (Signature)
President: [Signature] (Title)
Date: April 18, 2011
[Corporate Seal]



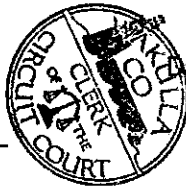
2nd Witness (if not incorporated)

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

(SEAL)

By: [Signature]
Chairman

Clerk: [Signature] Date: 4-5-11



Approved as to Form and Content:
[Signature]
County Attorney

**SECTION FOUR
GENERAL TERMS AND CONDITIONS**

4.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Bid Documents - The advertisement or invitation calling for bids, instructions, and forms contained in this Invitation To Bid (Response Form, Non-Collusion Affidavit, Ethics and Conflict of Interest Clause, Drug Free Workplace, and Local Business Qualification Statement) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Bidder - Any individual or entity and their sub-contractors/sub-consultants submitting qualifications and pricing in response to this ITB.

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's bid (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contractor - The person, firm, or corporation with whom the BOCC has entered into the Contract.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the BOCC and the Contractor on or after the effective date of the contract documents.

Failure to Execute Required Forms - Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

4.02 CONTRACTOR'S RESPONSIBILITIES

4.02.1 Supervision and Personnel

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

4.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract documents, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

4.02.3 Records

Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

4.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

4.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

4.02.6 Intent of Contract Documents

If before or during the performance of the services to be performed under the Contract, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the County.

4.03 PAYMENTS

The County shall compensate the Contractor according to the Pricing included in the Contract attached hereto. Payment will be made monthly upon receipt of a proper invoice with documentation of services rendered, pursuant to the Florida Prompt Payment Act. Contractor shall provide detailed, itemized bills/invoices which shall, at a minimum:

(a) Description of work performed. Furnish summary of materials provided to include FDOT Approved Limerock Road Base, #57 Aggregate Limerock, and #5 Aggregate Limerock. All materials shall meet the requirements of the latest FDOT Standard Specifications for Road and Bridge Construction. The material shall be furnished on an "as needed" basis to Wakulla County.

(b) Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing executed by the County:

Personnel and Office Costs. Meals for time-keepers, overtime, word processing or computer charges, personal expenses, expenses that benefit other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that the firm charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary.)

Travel Expenses. Contractor will not be reimbursed for travel expenses.

(c) Contractor is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside Contractor's firm, without prior written approval by County.

(d) Contractor shall include copies of receipts for all expenses with the itemized monthly bill. County may refuse to pay any expense item for which documentation is not provided by Contractor.

4.04 INDEMNIFICATION AND INSURANCE

4.04.1 Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Contractor employees and/or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

4.04.2 Insurance Requirements

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

The Contractor shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the County and the Contractor.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement

providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

The Contractor shall obtain and maintain the following policies:

- (a) Workers' Compensation Insurance as required by the State of Florida.
- (b) Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- (c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
- (d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- (e) County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in Paragraphs (c) and (d).
- (f) Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of the Contract entered into by selected Contractor and the County. County will not pay for increased limits of insurance for subcontractors.
- (g) Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

4.05 PERMITS AND LICENSES

- (a) Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may

require the Contractor to deliver Internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

(b) All permits, fees and licenses necessary for the prosecution of the Services which are not issued by the County shall be acquired and paid for by the Contractor.

4.06 TERMINATION

4.06.1 Termination for Default

(a) Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to provide the Services and materials under the Contract Documents within the time specified herein; (2) performs the Services unsuitably; (3) discontinues the prosecution of the Services; (4) fails to resume Services which have been suspended within a reasonable time after being notified to do so; (5) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (6) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (7) makes an assignment for the benefit of creditors; (8) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Services; or (9) materially breaches any provision of the Contract Documents.

(b) The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Services and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Services by whatever means, method or agency which the County, in its sole discretion, may choose.

(c) If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Services, such excess shall be paid to the Contractor.

(d) The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and

obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Services and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Services hereunder.

4.06.2 Termination for Convenience

The agreement can be terminated by either party with or without cause with 120 days prior written notice.

**WAKULLA COUNTY PURCHASING DIVISION
ITB TABULATION SHEET**

Bid No.# 2011-12

BID TITLE: ROAD BASE Opening Date & Time: 03-29-11 @ 10:00 A.M.

ITEM/VENDOR	A Mining Group	Martin Marietta Materials		
One (1) Original and Four (4) Copies	✓	✓		
References	✓	✓		
License	N/A	N/A		
ITB Response Transmittal Sheet	✓	✓		
Non Collusion Affidavit	✓	✓		
Ethics Clause	✓	✓		
Conflict of Interest Disclosure Statement	✓	✓		
Drug Free Workplace Certificate	✓	✓		
Local Business Qualification Statement	✓	✓		
Pricing Information Form	LIMEROCK/TON \$ <u>5.75</u> #57 AGGREGATE \$ <u>11.95</u> #5 AGGREGATE \$ <u>12.15</u>	LIMEROCK/TON \$ <u>4.75</u> #57 AGGREGATE \$ <u>10.50</u> #5 AGGREGATE \$ <u>10.50</u>	LIMEROCK/TON \$ _____ #57 AGGREGATE \$ _____ #5 AGGREGATE \$ _____	LIMEROCK/TON \$ _____ #57 AGGREGATE \$ _____ #5 AGGREGATE \$ _____

Quotes Opened by: Dickinson Dobb Quote Sheet Completed by: W.S. Light

Apparent Low Bidder

Martin Marietta Materials