



BOARD OF COUNTY COMMISSIONERS

THE KEYSTONE COUNTY-ESTABLISHED 1827
435 W. Walnut St., Monticello, Florida 32344

Stephen G. Fulford
District 1

John Nelson, Sr.
District 2

Hines F. Boyd
District 3

Betsy Barfield
District 4

Danny Monroe
District 5

Regular Session Agenda October 6, 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
3. Consent Agenda
 - a) Approval of Agenda
 - b) Minutes of September 15, 2011 Regular Session
 - c) Minutes of September 15, 2011 Tentative Budget Hearing
 - d) Minutes of September 26, 2011 Final Budget Hearing
 - e) Proposed Holiday Schedule for FY 2011-12
 - f) CDBG – Tonya Johnson-Bellamy
 - g) Citizens Against Real ID Resolution
4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion)
5. General Business
 - a) Game Time Playground Equipment Grant – Roy Schleicher
 - b) Update on Mine Contract w/ Randy Hatch – Roy Schleicher
 - c) Sale of old Grants Building
 - d) County & Planning Attorneys Contract Discussion – Commissioner Barfield
 - e) Wacissa River Canal Dredging – Alan Wise
 - f) Wacissa River Easement Perimeter Fencing – Roy Schleicher
 - g) City-County Interlocal Fire Agreement – Chief Matthews
 - h) Industrial Park Roadway Improvements – Alan Wise
 - i) Discussion of Potential Acquisition of State Land Adjacent to old Monticello Mtce. Yard – Scott Shirley
 - j) Update on Draft Planning Commission Rules Ordinance – Scott Shirley
 - k) Implementation of New Volunteer Boards Policy – Scott Shirley
 - l) County Coordinator Succession Plan – Roy Schleicher
 - m) Discussion of Duties of Assistant County Coordinator
6. PUBLIC HEARINGS (10 AM)
 - a) AQUIFER PROTECTION ORDINANCE
7. County Coordinator's Report
8. Citizen's Forum (3 Minute Limit, Commissioner Discussion Allowed)
9. Commissioner Discussion Items
10. Adjourn

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Kirk Reams
Clerk of Courts

Roy M. Schleicher
County Coordinator

Bird & Sparkman, P.A.
County Attorney

ITEM 3: CONSENT AGENDA MATERIALS

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
REGULAR SESSION
September 15, 2011

The Board met this date in regular session. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson. Also present were Assistant County Coordinator John McHugh, County Attorney Buck Bird and Clerk of Court Kirk Reams.

ITEM 2(a): Public Announcements, Presentations and Awards

1. Citizen Buddy Westbrook spoke of the success of the 4th of July fireworks and asked for continued support.

ITEM 3: Consent Agenda

2. Commissioner Monroe asked for a correction to the minutes of the August 18th, 2011 Regular Session. **On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the minutes of the August 18th, 2011 Regular Session were approved as amended. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the consent agenda consisting of the approval of the agenda and the minutes of the September 1st, 2011 Regular Session, was approved.**

ITEM 4: Citizens' Request and Input on Non-Agenda Items

3. Citizen Harry Brumbley commented that the County Coordinator was wrong in placing a letter of reprimand in Road Superintendent David Harvey's personnel file for the Wacissa River boat ramp issue.

ITEM 5(a): TDC Presentation and Request

4. Nancy Wideman, representing TDC, submitted presentation material on the TDC's role. She requested approval of the removal of Jim Dullock from the Council and recommended the approval of David Ward to take his place. She also requested approval of the TDC Budget for FY 2011-2012. **On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, David Ward was appointed to the TDC to replace Jim Dullock. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the Board approved the TDC Budget for FY 2011-2012.**

ITEM 5(b): Health Department Contract / Fee Schedule

5. Health Department Director Kim Barnhill presented the contract and fee schedule for Board approval and asked that the legislative committee lobby for Fixed Capital Outlay monies for the Jefferson County Health Department. **On motion by Commissioner Boyd, seconded by Commissioner Monroe and unanimously carried, the resolution establishing a fee schedule was approved. On motion by Commissioner Barfield, seconded by Commissioner Monroe and unanimously carried, the contract with the Jefferson County Health Department was approved for FY 2011-2012.**

ITEM 5(c): Proposed Solid Waste Assessment Reduction Resolution

6. Commissioner Boyd stated there was a way fees could be lowered and reserves could be used for operational purposes while improving services at the Solid Waste Department. He stated that in his mind there were three options to deal with the reserve: spend it, a combination of spending and “refunding” or “refunding” all of it. Commissioner Boyd presented an estimate of yearly capital expenditures showing an ability to meet these needs. Chairman Fulford responded that there would be a restructuring of the assessment before next year and that he was comfortable reducing the assessment for one year knowing this. Commissioner Barfield stated that people wanted to see the level of service raised to manned sites with compactors. Commissioner Monroe voiced concern about the current level of service. Commissioner Nelson concurred but stated he wanted to be confident in the data before making a decision on lowering the assessment. Chairman Fulford stated that Solid Waste Director Beth Letchworth had not been allowed to spending reserve funds until this budget season. Commissioner Boyd stated his belief that there was more than enough money to make sites more accessible and that a good faith effort could be done to show the public that the Board is not just spending reserves until they are gone. Chairman Fulford stated that the amount budgeted in past years had been less than what was actually collected. **Commissioner Boyd made a motion to approve the amended resolution that lowered the Solid Waste Assessment by \$30. Chairman Fulford passed the gavel to Commissioner Monroe and seconded the motion for discussion.** Commissioner Monroe stated his desire to wait until the study was done. Citizen Jodi Conrad stated she agreed with Commissioner Boyd and urged the Commissioners to vote to accept this resolution. **The motion failed 2 to 3 (Barfield, Monroe and Nelson opposed).**

ITEM 6(a): PUBLIC HEARING – Ordinance No. 2011-091511-01
EAR Comp Plan & FLUM Amendments

7. Attorney Scott Shirley introduced the ordinance by reading the title and introduction. Commissioner Barfield commented that she did not think the land in the Wacissa River should be changed from AG20 to AG5. Citizen Neil Fleckenstein, with the Tall Timbers, stated this was one of the largest re-zonings he had ever seen proposed and that 300 more homes could potentially be allowed on this property if the change was made. He urged the Board to vote “no” on this proposed future land use map amendment. Citizen Bradley Williams, representing one of the properties requesting a classification change, stated that surrounding properties had higher densities and that his property should be the same as everyone else. Commissioner Barfield voiced concern over urban sprawl and a proliferation of septic tanks in an area with a sensitive environment. Commissioner Monroe stated that the land involved lent itself to larger lots/ranches and that property rights were involved. Commissioner Boyd stated he agreed with Commissioner Barfield and added that he had concerns with the proximity to the Wacissa River springs area. Commissioner Barfield stated that property owners should have concern for their neighbors and water resources. Citizen Paul Henry commented that AG5 could possibly generate more tax revenue in the future. Planning Official explained that until the EAR process complete, individual land owners could not apply for amendments to the Comp plan. Commissioner Boyd stated that zoning overlays could be an option in helping with the process. Commissioner Monroe stated that a concentrated dairy operation could be utilized the property involved under an AG20 classification and create more runoff issues. Commissioner Fulford asked if each parcel under Map Amendment 2011-05 could be addressed separately, to which Attorney Shirley responded in the affirmative. Chairman Fulford stated that if one of the parcels was voted to be removed from the agenda package, then it would be a dead issue. Citizen Georgia Ackerman with Protect the Wacissa Springs asked the Board to consider springs protection in regards to the Wacissa River and asked that in the future a work group be put together to discuss

springs protection. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and failed 2 to 3 (Fulford, Monroe, Nelson opposed), the Board did not remove area E of Map Amendment 2011-05, the 1971.5 acres of area E. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board approved Ordinance 2011-091511-01, EAR Comp Plan and FLUM Amendments, with staff changes and amendments.**

ITEM 6(b): PUBLIC HEARING – Ordinance No. 2011-072111-02
Aquifer Protection Ordinance (First Reading)

8. Attorney Scott Shirley introduced the ordinance by reading the title and introduction. He explained that water bottling procedures were distinguished from a water utility and that even if there was infrastructure to support water bottling facilities, a corresponding land classification would be required to support those operations. He further commented that the next step would be putting together an aforementioned springs protection group. **On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board approved Ordinance 2011-072111-02.** Chairman Fulford announced the second reading would be heard at the morning meeting in October.

ITEM 5(d): Update on Mine Contract with Randy Hatch

9. Commissioner Barfield stated that the committee had met and discussed the contract and that a proposed contract would be brought before the Board at the morning meeting in October.

ITEM 5(e): Interlocal Agreement Affirming Region 6 Workforce Consortium

10. Assistant County Coordinator John McHugh introduced this agenda item. **On motion by Commissioner Nelson, seconded by Commissioner Barfield and unanimously carried, the Board approved the Interlocal Agreement Affirming the Region 6 Workforce Consortium.**

ITEM 5(f): Legislative Priorities

11. Dick Bailer, representing the Legislative Committee, presented the list of priorities for Board approval. **On motion by Commissioner Barfield, seconded by Commissioner Monroe and unanimously carried, lobbying on behalf of the Jefferson County Health Department for Fixed Capital Outlay was added to the priority list.** Clerk of Court Kirk Reams asked that the pursuit of grant funding for the restoration of the Lamont School House to be used a branch library be added to the list. **On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, Clerk Reams' request was approved and this was added to the priority list. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the entire priority list was approved.**

ITEM 5(g): Grants Building Surplus / Sale Discussion / Decision

12. Chairman Fulford informed the Board he had received a call from a citizen interested in purchasing the building. Assistant County Coordinator John McHugh presented an outline of a possible parcel including the building and stated he would ask the city about the process of partitioning the property. Commissioner Boyd commented that there was

buildable land behind this property for the Solid Waste facility. Commissioner Barfield voiced concerns with costs associated with declaring the property surplus and accessibility issues if the Solid Waste facility was built elsewhere. Chairman Fulford stated that selling the property would free-up highway frontage and put land back on the tax roll, which was an argument for moving the Fire Station. Commissioner Barfield stated that she did not want to short-change the Solid Waste Department by taking away developable land. **On motion by Commissioner Barfield, seconded by Commissioner Boyd and unanimously carried, the decision to move forward with partitioning the parcel in accordance with city requirements while developing a site plan that meets the rest of the construction needs of the Solid Waste Department was approved.**

ITEM 5(h): Malloy Landing Closure / Alternative Boat Ramp Issue

13. Citizen Stephen Walker stated that the Boland family had not provided an alternative landing upon the closure of Malloy Landing Road. Chairman Fulford responded that pursuing an additional landing has been a priority and that he desired further information from Attorney Shirley regarding whose responsibility it was to provide such an alternative landing. Attorney Shirley responded that the county had several options, including legal action, and that he would do more research and report back to the Board. Citizen Harry Brumbley stated that he believe Commissioner Monroe should recuse himself from negotiating with the Boland family. Chairman Fulford volunteered to negotiate in his place.

ITEM 7(a): County Coordinator's Report / Department Head Reports

14. Assistant County Coordinator John McHugh presented the Department Head reports.

ITEM 7(b): County Coordinator's Report / Wacissa River Boat Ramp

15. Assistant County Coordinator John McHugh stated that the impact to the wetlands due to the new boat ramp had been removed and that the county was looking at options for permitting, including dredging the canal. **On motion by Commissioner Monroe, seconded by Commissioner Boyd and unanimously carried, the Board approved beginning the permitting process as soon as possible.**

ITEM 8: Citizens' Forum

16. Citizen Jeff Granger asked when the County Attorney's contract was up for review. Attorney Bird responded that the review was at the pleasure of the Board. Commissioner Barfield stated that it was the right time and the duty of the Board to take a look at attorney services. Chairman Fulford commented that these services were typically not bid. Commissioner Barfield asked this to be placed on the agenda for the next meeting. Chairman Fulford stated that selection was based on qualifications, not price.
17. Citizen Paul Henry gave an update on community help provided to Mrs. Johnson-Bellamy's living situation and stated that communities could help each other without the need for federal assistance programs. Citizen Dick Bailar responded that Mrs. Johnson-Bellamy was in line to get a home and that any work done on her current home could disqualify her from receiving funds.
18. Citizen Harry Brumbley stated that County Coordinator Roy Schleicher should be reprimanded for wielding power he did not have when he placed a letter of reprimand in Road Superintendent David Harvey's file.

19. Citizen Roger Walker asked about a county ordinance related to dogs at the head of the Wacissa River. Attorney Bird stated that the ordinance mentioned was no longer in effect. Commissioner Monroe stated this needed to be addressed in the future.
20. Citizen C.P. Miller stated that Solid Waste Director Beth Letchworth should be treated better and that the footprint of the Solid Waste Department should be protected.

ITEM 9: Commissioner Discussion Items

21. Clerk of Court Kirk Reams requested that Citizen Paul Michael be appointed to the Value Adjustment Board, as no citizens applied for the position. Commissioner Barfield stated she would like more of an opportunity in the future to make suggestions. **On motion by Commissioner Nelson, seconded by Commissioner Monroe and unanimously carried, the Board approved Paul Michael as the citizen appointee to the Value Adjustment Board upon the completion of volunteer application.**
22. Commissioner Boyd informed the Board that the contractor that constructed part of Industrial Park Road was asking to be paid. He stated that the County Engineer and Road Superintendent David Harvey stated that the road was sufficient and that the Board should accept the fact that it was not built to specifications. Commissioner Barfield stated she would like to hear from Engineer Alan Wise on this issue before making a decision.
23. Commissioner Boyd requested having a workshop to discuss improvements at the Solid Waste sites. A workshop was set for October 10th at 6 pm at the Jefferson County Courthouse Annex.
24. Chairman Fulford stated that re-districting workshops needed to be scheduled before the end of the year. Commissioner Barfield responded that the prison count issue needed to be addressed.
25. The warrant register was reviewed and bills ordered paid.

ITEM 10: Adjournment

26. **On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.**

Attest: _____
Clerk

Chairman

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
TENTATIVE BUDGET HEARING
September 15, 2011

The Board met this date for the tentative budget hearing. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson, County Coordinator Roy Schleicher and Clerk of Court Kirk Reams.

1. Clerk of Court Kirk Reams announced that the tentative millage rate set for adoption for the Board would be 8.3226 mills.
2. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the Board tentatively adopted the millage rate of 8.3226 mills.
3. Clerk of Court Kirk Reams announced the tentative budget of \$25,393,618.
4. On motion by Commissioner Nelson, seconded by Commissioner Monroe, and unanimously carried, the Board tentatively adopted the budget at \$25,393,618.
5. Clerk of Court Kirk Reams announced the Final Budget Hearing set for Monday, September 26th at 5:30 pm at the Courthouse Annex.
6. On motion by Commissioner Monroe, seconded by Commissioner Barfield and unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
FINAL BUDGET HEARING
September 26, 2011

The Board met this date for the tentative budget hearing. Present were Chairman Stephen Fulford, Commissioners Betsy Barfield, Hines Boyd, Danny Monroe and John Nelson, County Coordinator Roy Schleicher and Clerk of Court Kirk Reams.

1. Clerk of Court Kirk Reams announced that the proposed millage rate set for adoption for the Board would be 8.3226 mills, which was 1.54 % less than the rollback rate of 8.4530.
2. Chairman Fulford asked for public comments and questions regarding the millage rate and budget.
3. Citizen Jack Carswell voiced concern over the Solid Waste assessment and stated it was wrong to not refund the assessment fees given the large reserve. He further stated that the county needed leadership in the economic development area.
4. On motion by Commissioner Barfield, seconded by Commissioner Nelson and unanimously carried, the Board adopted resolution number 11-092611-01, setting a millage rate of 8.3226 mills.
5. Clerk of Court Kirk Reams announced the proposed budget of \$25,393,618.
6. On motion by Commissioner Nelson, seconded by Commissioner Monroe, and unanimously carried, the Board adopted resolution number 11-092611-02, setting the budget at \$25,393,618.
7. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the Board adopted resolution number 11-092611-03, setting the Fire Assessment.
8. Commissioner Boyd stated that there was a lot of popular support for lowering the Solid Waste Assessment and that this money would feed back into the community with an estimated multiplier of 7. He asked the Board if there was any interest in lowering the fee by \$30 this year. Commissioner Monroe said that most people he had heard from wanted the collection sites open more hours and kept cleaner rather than the \$30 reduction. He further stated his desire to rate until the fee study was completed. Commissioner Barfield agreed with Commissioner Monroe and stated that people she had spoken with desired an increased service level. She further stated that after the study was done, changes could be made. Commissioner Nelson concurred and stated the he desired to be sure of decisions he makes with the appropriate data. Commissioner Boyd responded that he was confident in what the numbers stated currently.
9. On motion by Commissioner Nelson, seconded by Commissioner Monroe and carried 4 to 1 (Boyd opposed), the Board adopted resolution number 11-092611-04, setting the Solid Waste Assessment.
10. On motion by Commissioner Monroe, seconded by Commissioner Nelson and unanimously carried, the meeting was adjourned.

Chairman

Attest: _____
Clerk

Jefferson County Office Schedule

October 1, 2011 to September 30, 2012

The following is the schedule for the Jefferson County Offices for 2011/2012.

Jefferson County Government Offices will be closed as follows:

- | | |
|-------------------------------|-----------------------------|
| 1. Veteran's Day (Observed) | Friday, November 11, 2011 |
| 2. Thanksgiving Day | Thursday, November 24, 2011 |
| 3. Day after Thanksgiving Day | Friday, November 25, 2011 |
| 4. Day before Christmas Day* | Friday, December 23, 2011 |
| 5. Christmas Day (Observed)* | Monday, December 26, 2011 |
| 6. New Years Day (Observed)** | Monday, January 2, 2012 |
| 7. Martin Luther King Day | Monday, January 16, 2012 |
| 8. Good Friday | Friday, April 6, 2012 |
| 9. Memorial Day | Monday, May 28, 2012 |
| 10. Independence Day | Wednesday, July 4, 2012 |
| 11. Labor Day | Monday, September 3, 2012 |

* Christmas is Sunday, December 25, 2011

** New Years Day is Sunday, January 1, 2012

NOTE: Personnel Policies call for holidays falling on a Sunday to be celebrated on Monday.

For County Commission meeting agenda October 6, 2011

TO: County Commission
FROM: Roy Schleicher
RE: Calendar – County Office Holidays for 2011/2012

Commissioners –

Attached is the calendar of County Office Holidays for Fiscal Year 2011/2012.

The calendar will be distributed to County Commissioners, Constitutional Officers, County Department Directors and the media.

Thank you.

**Step 5
Site Specific Review Checklist**

This checklist is for categorically excluded activities as listed in the unspecified site strategy.

Address of Site 5383 Turkey Scratch Road, Monticello, FL 32344
 Signature of Person Who Inspected Site _____
 Final Signature _____
 Date of Completed Review 07/01/2011

If there are more than 4 new construction units together, this form cannot be used. Refer to 24 CFR Part 58.35 (a)(4).

Develop the Site Specific Review checklist which contains only the items that could not document compliance on the Broad Review.

What is the estimated cost of rehabilitation or renovation? \$65,500.00
 Indicate the estimated value of the improvement(s) \$65,500.00
 0 to 39.9% of the market value of the structure
 40 to 49.9% of the market value of the structure
 50 to 74.9% of the market value of the structure *
 75%+ (and above) of the market value of the structure *

Reject any site where rehabilitation cost exceeds 50% of the property appraiser's property record card.

Please note that when the rehab costs meet or exceed 50% of the market value of the structure, a Statutory Worksheet (with supporting documentation) must be completed for each unit.

1. Floodplain Management:

Check the Flood Insurance Rate Map (FIRM) to determine if the site is in the Floodplain (500 year for critical actions, 100 year for all other activities) _____ yes no

If yes, and site involved new construction or major rehabilitation, the eight step decision making process is required as described at 24 CFR Part 55.20.

This location is not located within the 100-year Flood Plan. Documentation of current Flood Insurance Policy required to be submitted for housing rehabilitation projects.

2. Historic Preservation:

Is the structure on the site or structure adjacent to the site more than 50 years old?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Age of structure on your site	<u>18</u> Age	<u>1993</u> Year
Age of structure on adjacent sites	<u>unknown</u> Age	_____ Year
Is the site in a historic district?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If you are disturbing the soil, does your site have potential to contain archeological properties?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

3. Hazardous Operations

a. Noise

For rehabilitation, consideration of noise is all that is required. If the rehabilitation involves activities that would potentially reduce noise (such as new windows or insulation) then consider modifying the activity to reduce noise. For new construction:

Is there is Highway within 1,000 feet	Yes	<input checked="" type="checkbox"/> No
Is there a Rail Road within 3,000 feet	Yes	<input checked="" type="checkbox"/> No
Is there an Airport within 15 miles	Yes	<input checked="" type="checkbox"/> No

(You may be able to address airport noise for the whole City and not have to on the site specific review)
The Noise policy does not apply to any action or emergency assistance for actions under Disaster Recovery grants as indicated at 24 CFR Part 51.101(a)(3).

If yes, conduct a Noise assessment according to the HUD Noise Guidebook.
If the noise exceeds acceptable levels reject the site or migrate to achieve acceptable or normally acceptable Noise levels.

If no, proceed with the project.

b. Hazardous Operations

For rehabilitation, determine the acceptable separation distance ONLY if increasing the number of individuals subjected to potential hazard.

For new construction, continue below:

Are there any above ground storage tanks of more than 100 gallons within 1 mile of the site that contain explosive or flammable liquids? _____ yes no

If yes, refer to page 51 and 52 of HUD Hazard Guidebook. Collect information about the size, contents and determine if the tank is under pressure. **A site located at a distance less than the ACCEPTABLE SEPARATION DISTANCE should be rejected or mitigated.**

For example, if the separation distance is 150 feet, a site that is located at 125 feet should be rejected.

c. Toxics

Observe the site for any evidence that a toxic material could be present on the site such as: distressed vegetation, vent or fill pipes, storage tanks, pits, ponds or lagoons, stained soil or pavement, pungent, foul or noxious odors, or past uses of the site. _____ yes no

Reject any site that has a presence of Toxics or require cleanup prior to purchasing the site.

STATUTORY WORKSHEET
24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Suggested Format for Categorically Excluded Projects subject to §58.5. NOTE: Compliance with the laws and statutes listed at 24 CFR §58.6 must also be documented.

PROJECT NAME and DESCRIPTION - Include all contemplated actions that logically are either geographically or functionally part of the project: 5383 Turkey Scratch Road, Monticello, FL 32344

This proposal is determined to be categorically excluded according to: (Cite Section(s)) 24CFR Section 58.35 (a)

DIRECTIONS - Write "A" in the Status Column when the proposal, by its scope and nature, does not affect the resources under consideration; or write "B" if the project triggers formal compliance consultation procedures with the oversight agency, or requires mitigation (see Statutory Worksheet Instructions). Compliance documentation must contain verifiable source documents and relevant base data.

Compliance Factors:

STATUTES, EXECUTIVE ORDERS AND REGULATIONS LISTED AT 24 CFR §58.5	A/B	COMPLIANCE DETERMINATION AND DOCUMENTATION
HISTORIC PRESERVATION 36 CFR PART 800	A	This mobile home structure was built in 1993. No letter from Historic Review is required.
FLOODPLAIN MANAGEMENT 24 CFR §55 & EXECUTIVE ORDER 11988	A	This site is not located in a flood zone.
WETLAND PROTECTION EXECUTIVE ORDER 11990	A	This site is not located in wetlands.
COASTAL ZONE MANAGEMENT ACT SECTIONS 307(c) & (d)	A	Consistent with the Florida Coastal Management Program.
SOLE SOURCE AQUIFERS 40 CFR 149	A	Not located in Sole Source Aquifer area.
ENDANGERED SPECIES ACT 50 CFR 402	A	No change to existing footprint.
WILD AND SCENIC RIVERS ACT SECTIONS 7(b) & (c)	A	Not in a wild and scenic River area as identified in the National River List.
CLEAN AIR ACT SECTIONS 176(c)(d) & 40 CFR 6, 51, 93	A	No development is created that would contribute to air pollution
FARMLAND PROTECTION POLICY ACT 7 CFR 658	A	No impact to farmland in the building of this home.
ENVIRONMENTAL JUSTICE EXECUTIVE ORDER 12898	A	No Environmental impact
NOISE ABATEMENT & CONTROL 24 CFR §51B	A	No impact associated with this site.
EXPLOSIVE & FLAMMABLE OPERATIONS 24 CFR §51C	A	Program does not increase the number of people capacity of occupying the home. No potential increase in occupancy.
HAZARDOUS, TOXIC OR RADIOACTIVE MATERIALS & SUBSTANCES 24 CFR 58.5(i)(2)	A	Site free from hazardous environment

AIRPORT CLEAR ZONES & ACCIDENT POTENTIAL ZONES 24 CFR 51D	A	Not located within 3000 feet of a civilian airport or 2.5 miles of a military airport
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Determination:

This project converts to Exempt, per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license (Status "A" has been determined in the status column for all authorities); **Funds may be committed and drawn down** for this (now) EXEMPT project;

or

This project cannot convert to exempt status because one or more statutes or authorities require formal consultation or mitigation. Complete consultation / mitigation protocol requirements, publish NOI /RROF and obtain Authority to Use Grant Funds (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down funds;

or

The unusual circumstances of this project may/will result in a significant environmental impact. This project requires preparation of an Environmental Assessment (EA). Prepare the EA according to 24 CFR Part 58 Subpart E.



PREPARER SIGNATURE

James F. Moseley Vice President Meridian Community Services Group, Inc

PREPARER NAME & TITLE

09/20/2011

DATE

RESPONSIBLE ENTITY AGENCY OFFICIAL SIGNATURE

NAME & TITLE:

DATE

**Documentation of Compliance with
24 CFR Part 58.6 (a –d)**

Use this form for all levels of review

Grant Recipient **Jefferson County**

Contract Number **11DB-L4-02-43-01-H30**

Prepared By **James Moseley**

Date **09/20/2011**

Flood Insurance:

- The site is not in the 100- year flood plain (see attached map)**
 The site is in the 100- year flood plain (see attached map)
 Flood Insurance is required for structures in the 100- year flood plain

- a. Flood Insurance when the site is in the 100 –year flood plain:
1. Under the flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance or acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CDR Parts 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards, and
 - ii. Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 2. Where the community is participating in the National Flood Insurance Program and the recipient provided financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.
 3. Paragraph (a) of this section does not apply to Federal Formula grants made to a State.
 - b. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD Disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:
 1. The person had previously received Federal flood disaster insurance conditioned on obtaining and maintaining flood insurance flood insurance; and
 2. The person failed to obtain and maintain flood insurance.

Coastal Barrier Islands:

- The site is not in a Coastal Barrier Island (documentation attached)**
 The site is in a Coastal Barrier Island but the activity is not prohibited as indicated at: <http://www.fws.gov/>
 The site is in a Coastal Barrier Island and the activity is prohibited as indicated at: <http://www.fws.gov/>; the project must be rejected.

- c. Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.

Clear Zones:

- The site is not in the Clear Zone (documentation attached)**
 The site is in the Clear Zone (signed acknowledgement attached)

- d. In all cases involving HUD assistance, subsidy, or insurance for the sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR Part 51, the responsible entity shall advise that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.



APPROXIMATE SCALE IN FEET



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

JEFFERSON COUNTY,
FLORIDA
(UNINCORPORATED AREAS)

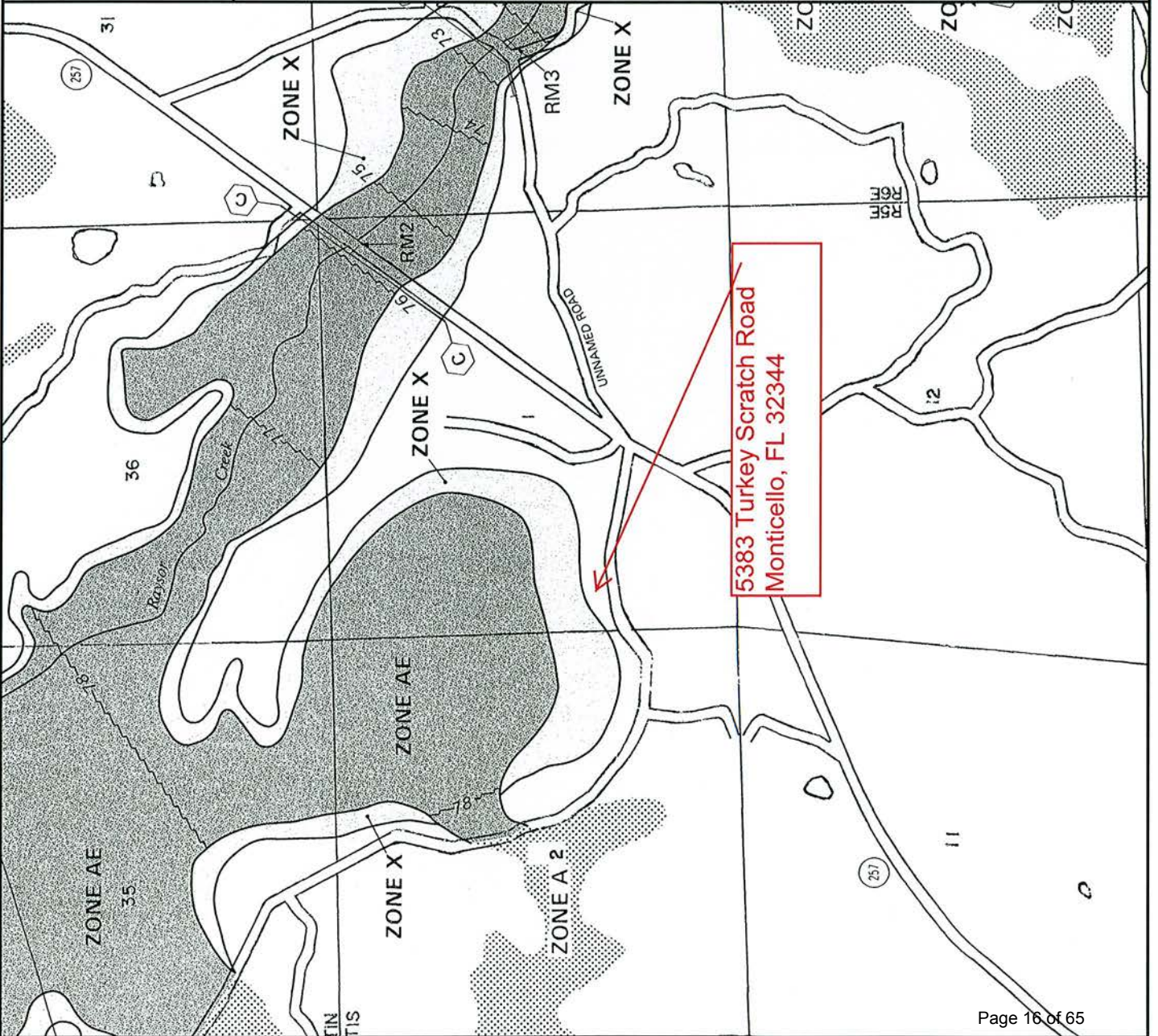
PANEL 175 OF 325

COMMUNITY—PANEL NUMBER:
120331 0175 B
EFFECTIVE DATE:
JULY 16, 1991



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov





SUWANNEE RIVER WATER MANAGEMENT DISTRICT

June 20, 2011

Marilee Wolfe
Administrative Assistant
Meridian Community Services Group
P.O. Box 357995
Gainesville, FL 32635-7995

DON QUINCEY, JR.
Chairman
Chiefland, Florida

N. DAVID FLAGG
Vice Chairman
Gainesville, Florida

CARL E. MEECE
Secretary/Treasurer
O'Brien, Florida

ALPHONAS ALEXANDER
Madison, Florida

C. LINDEN DAVIDSON
Lamont, Florida

RAY CURTIS
Perry, Florida

HEATH DAVIS
Cedar Key, Florida

JAMES L. FRALEIGH
Madison, Florida

GUY N. WILLIAMS
Lake City, Florida

DAVID STILL
Executive Director
Lake City, Florida

Subject: Ms. Tanga Johnson; Parcel Number 01-1S-5E-0000-0110-0000 – Jefferson County

Dear Ms. Wolfe:

In order to avoid having the subject property owner or Meridian Community Services Group apply for a formal wetland determination by the Suwannee River Water Management District (District), per Chapter 40B-400.046, Florida Administrative Code (F.A.C.), I visited the parcel on June 15, 2011, to determine a safe upland boundary.

This determination would serve to delineate the wetlands in an informal manner, yet be consistent with methods for the delineation of wetlands and other surface waters specified by Chapter 62-340, Florida Administrative Code (F.A.C.). My inspection revealed that wetlands are absent on Ms. Johnson's property, and a report is included with this correspondence. I recommend leaving the Pine canopy intact on this site for support of my determination.

Please let me know if I can be of further assistance. You can contact me at 800.226.1066, FL toll free only; 386.647.3144, office direct; or 386.647.6990, cellphone.

Sincerely,


Louis Mantini
Regulatory Scientist I

LM/rl

cc: Bellamy T. Johnson
Enclosures

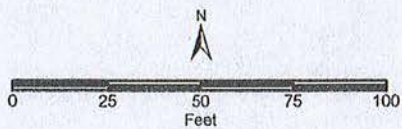
Water for Nature, Water for People



Tanga Johnson
 06/08/11
 -010501

- Parcel_DOR_Jefferson selection
- Parcel_DOR_Jefferson
- wpt001

Louis Mantini, Reg Sci_12_22_10



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 366-362-1001.
 Map Created on 10/1/2008

MEMORANDUM

TO: Reading File

FROM: Louis Mantini

DATE: June 17, 2011

RE: Tanga Johnson informal determination; Parcel Number 01-1S-5E-0000-0110-0000

In order to avoid having the subject property owner or Meridian Community Services Group apply for a formal wetland determination by the Suwannee River Water Management District (District), per Chapter 40B-400.046, Florida Administrative Code (F.A.C.), I visited the parcel on June 15, 2011, to determine a safe upland boundary. This determination would serve to delineate the wetlands in an informal manner, yet be consistent with methods for the delineation of wetlands and other surface waters specified by Chapter 62-340, Florida Administrative Code (F.A.C.).

The site was dominated by a canopy of Loblolly pine (*Pinus taeda*), at a cover of 10% or greater, and was utilized as the appropriate vegetative stratum for this determination. Loblolly pine is not listed in the vegetative index of 62-340.450, F.A.C., so the canopy is therefore representative of an upland species. This automatically disqualifies wetland determination, according to the "A"- and "B"-tests, per 62-340.300 (2) (a) and (b), F.A.C. The vegetative community on the parcel most-appropriately resembles pine flatwoods, as described in 62-340.300 (2) (c) 4., F.A.C., having a high water table but excepting Longleaf pine, Slash pine, and shrubs or groundcover which are not facultative or obligate plant species. In fact, the shrubs and groundcover plant species were mixed facultative (FAC), facultative-wet (FACW), and obligate wetland (OBL) and upland species. The sub-canopy included Sweetgum (*Liquidambar styraciflua*, FACW), Swamp bay (*Persea palustris*, FACW), Willow (*Salix* sp.), and Red maple (*Acer rubrum*, FACW). Shrubs included Fetterbush (*Lyonia lucida*, FACW), Titi (*Cyrilla racemiflora*; FAC), Sweet pepperbush (*Clethra alnifolia*, FACW), and Saw palmetto (*Serenoa repens*, not listed/upland species). The groundcover was dominated by Cinnamon fern (*Osmunda cinnamomea*, FACW); except in areas with compacted soils having Meadow beauties (*Rhexia* spp., FACW), yellow-eyed grass (*Xyris* spp.; OBL), and Virginia chain fern (*Woodwardia virginica*; FACW). Hydric soils, and hydric soil indicators were absent, therefore eliminating any potential determination according to 62-340.300 (d), F.A.C. However, it is cautioned that hydrologic indicators were present in areas of soil compaction,

including *wpt001*, in the enclosed aerial photograph, along with subcanopy vegetation that would qualify a small area (<0.1-acre) as a wetland if the pine canopy were removed, per 62-340.300 (2) (b), F.A.C. Therefore, it is highly-recommended to leave the pine-canopy intact for the purpose of preserving this determination.

LM

5383 Turkey Scratch Rd, Monticello, FL 32336

Turkey Scratch

© 2011 Google

Google

© 2010

30°25'29.89" N 83°47'15.96" W elev 77 ft

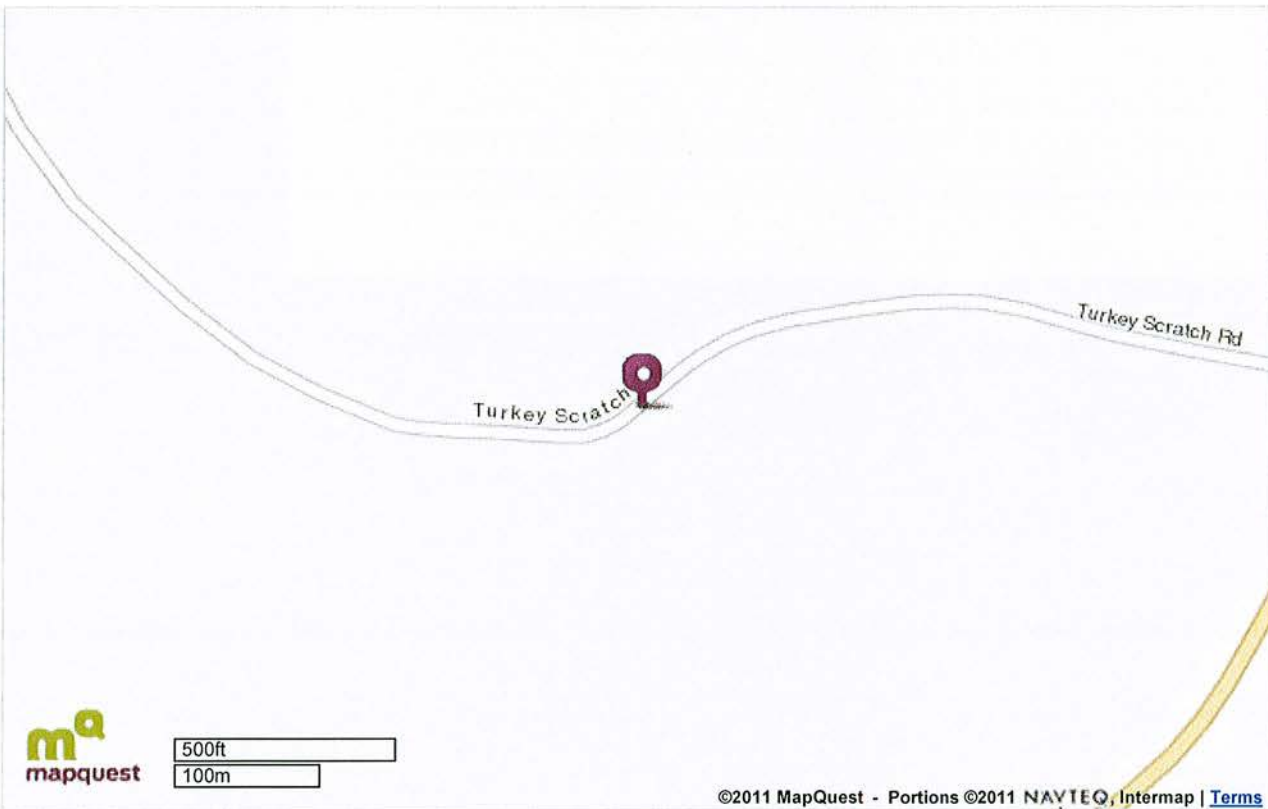
Eye alt 3358 ft



Notes

Map of:

5383 Turkey Scratch Rd
Monticello, FL 32344-0422



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Jefferson County Property Appraiser

updated: 9/19/2011

2011 Tax Roll Year

Parcel: 01-1S-5E-0000-0110-0000

Tax Collector

Tax Estimator

Parcel List Generator

<< Next Lower Parcel

Next Higher Parcel >>

Interactive GIS Map

Print

Owner & Property Info

Search Result: 1 of 1

Owner's Name	BELLAMY TANGA JOHNSON		
Mailing Address	5383 TURKEY SCRATCH ROAD MONTICELLO, FL 32344		
Site Address	5383 TURKEY SCRATCH RD		
Use Desc. (code)	MOBILE HOM (000200)		
Tax District	3 (County - SRWMD)	Neighborhood	0
Land Area	1.000 ACRES	Market Area	01
Description	NOTE: This description is not to be used as the Legal Description for this parcel in any legal transaction. 1 ACRE IN NW1/4 OF SW1/4 ORB 618 P 345		



Property & Assessment Values

2011 Preliminary Certified Values		
Mkt Land Value	cnt: (0)	\$5,000.00
Ag Land Value	cnt: (1)	\$0.00
Building Value	cnt: (1)	\$13,985.00
XFOB Value	cnt: (1)	\$1,000.00
Total Appraised Value		\$19,985.00
Just Value		\$19,985.00
Class Value		\$0.00
Assessed Value		\$19,985.00
Exempt Value	(code: HX)	\$19,985.00
Total Taxable Value	Cnty: \$0 Other: \$0 Schl: \$0	

2012 Working Values

NOTE:
2012 Working Values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

2012 Working Values Are Not Available At This Time

Sales History

Show Similar Sales within 1/2 mile

Sale Date	OR Book/Page	OR Code	Vacant / Improved	Qualified Sale	Sale RCode	Sale Price
3/11/2008	618/345	WD	I	U		\$6,000.00
9/5/2001	474/54	WD	I	U		\$5,000.00

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc	Year Blt	Ext. Walls	Heated S.F.	Actual S.F.	Bldg Value
Show Sketch	1	MOBILE HME (000800)	1993	MOD METAL (25)	924	988	\$13,985.00
Note: All S.F. calculations are based on exterior building dimensions.							

Extra Features & Out Buildings

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
1011	SEPT TK BE	1994	\$1,000.00	0000001.000	0 x 0 x 0	(000.00)

Land Breakdown

Lnd Code	Desc	Units	Adjustments	Eff Rate	Lnd Value
000100	SFR (MKT)	1 AC	1.00/1.00/1.00/1.00	\$5,000.00	\$5,000.00

Jefferson County Property Appraiser

updated: 9/19/2011



Jefferson County Property Appraiser

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

PARCEL: 01-1S-5E-0000-0110-0000 - MOBILE HOM (000200)		NOTES:
1 ACRE IN NW1/4 OF SW1/4 ORB 618 P 345		
Name: BELLAMY TANGA JOHNSON	2011 Preliminary Certified Values	
Site: 5383 TURKEY SCRATCH RD	Land	\$5,000.00
Mail: 5383 TURKEY SCRATCH ROAD	Bldg	\$13,985.00
MONTICELLO, FL 32344	Assd	\$19,985.00
Sales 3/11/2008 \$6,000.00 I / U	Exmpt	\$19,985.00
Info 9/5/2001 \$5,000.00 I / U		Cnty: \$0
	Taxbl	Other: \$0 Schl: \$0



This information updated: 9/19/2011, 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, it's use, or it's 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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Board of County Commissioners
Jefferson County, Florida
Room 10, County Courthouse, Monticello, Florida 32344

The Keystone County - Established 1827

Stephen Fulford	John Nelson	Hines Boyd	Betsy Barfield	Danny Monroe, III
District 1, Chair	District 2	District 3	District 4	District 5

RESOLUTION # _____

WHEREAS, The Board of County Commissioners of Jefferson County has the function of representing the citizens of Jefferson County, Florida, and

WHEREAS, the Board has heard testimony regarding the federal REAL ID Act, having been fully apprised, and

WHEREAS, the federal REAL ID driver's license law has adversely affected the citizens of Jefferson County legally, personally, and financially;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY IN REGULAR SESSION ASSEMBLED THIS _____ DAY OF _____ 2011, that the Commission supports the Driver's License Citizens Protection Act as proposed for the 2012 Florida Legislature.

Stephen Fulford
Chairman

Attest:

Kirk Reams
Clerk of Court

Kirk Reams
Clerk of Courts

Voice 850/342-0218
FAX 850/342-0222

T. Buckingham Bird
County Attorney

**ITEM 5(b): UPDATE ON MINE CONTRACT W/
RANDY HATCH**

PRODUCTION AND OVERSIGHT:

- DAILY EMPLOYEE ACCOUNTABILITY FORM (PROVIDED BY JEFFERSON COUNTY)
- TASK MANAGEMENT AND STAFF DIRECTON
- EXISTING AND NEEDED EQUIPMENT, RENTAL COSTS, AND ROUTINE MAINTENANCE COSTS (FOLLOW PURCHASING POLICY)
- SITE AND PROCESS LAYOUT
- SAFETY COMPLIANCE AND POSSIBLE OFFSITE TRAINING
- WEIGHTS AND MEASURES
- COSTS OF LABOR, FUEL, AND REPAIRS (ITEMIZED)
- REGULAR COMMUNICATION WITH JEFFERSON COUNTY'S SINGLE POINT OF CONTACT (COUNTY COORDINATOR)
- ROUTINE SITE VISITS WITH COORDINATOR (PERFORMED WITH PREVIOUSLY SCHEDULED SITE VISIT)

REPORTING:

- MAN HOURS
- EQUIPMENT HOURS
- REPAIRS AND COSTS
- MATERIAL PRODUCTION AND HOW IT WAS CALCULATED
- COSTS (FUEL, MAINTENACE, ETC)
- TESTING REPORTS AND MATERIAL REPORTS

CONCLUSIONS AND RECOMMENDATIONS (INCLUDE COST INCREASE AND ANTICIPATED PRODUCTION INCREASE):

- EQUIPMENT (SHAKER, CONVEYORS, ETC.)
- MEN/LABOR (HRS PER DAY)
- ANY OTHER NECESSARY INFO
- RECOMMENDED EQUIPMENT PURCHASES AND UPGRADES
- BLASTING RECOMMENDATION
- SUMMARY OF FINDINGS

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this _____, day of _____, 2011, between the Jefferson County Board of County Commissioners known hereinafter as "JEFFERSON", and Randy Hatch, referred to hereinafter as "HATCH".

Contractor Name: Randy Hatch
Address: P.O. Box 456
Branford, FL 32008
Phone:
Fax:
Email: hatchrandy@gmail.com

This Agreement defines the terms under which HATCH shall provide professional services to JEFFERSON.

I. SCOPE OF SERVICES

- A. Specific to this Agreement, HATCH shall provide professional services for JEFFERSON as described in the Request for Qualifications dated June 8, 2011 and the Statement of Qualifications dated July 13, 2011.
- B. In the performance of professional services, HATCH will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. HATCH will use due care in performing in a consulting capacity and will have due regard for acceptable standards of such consultation.
- C. Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a separate Task Order covering such work and compensation. Reference herein to the Agreement will be considered to include any Task Order. All such Task Orders shall be agreed upon in writing.
- D. All services will be performed by HATCH to the satisfaction of the County Coordinator or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of JEFFERSON, that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof.
- E. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Task Order(s) of such a nature as required will be entered into by the parties in accordance herewith, all of which must be agreed to in writing. In the event that HATCH and JEFFERSON are not able to reach an agreement as to the amount of compensation to be paid to HATCH for work desired by JEFFERSON, work shall not be performed.
- F. HATCH will not be liable for use by JEFFERSON of plans, documents, studies or other data for any purpose other than intended by the terms of this Professional Services Agreement.

II. TERMS

- A. This Agreement is for such term as JEFFERSON and HATCH shall mutually desire.
- B. Individual Task Orders may be negotiated and must be agreed to in writing for any post project schedule services needed by JEFFERSON after scheduled project services.
- C. In the event there are delays caused by JEFFERSON in approval of any of the plans submitted by HATCH or if there are delays occasioned by circumstances beyond the control and without fault or negligence of HATCH which delay the scheduled project completion date, JEFFERSON may grant an extension of time

equal to the aforementioned project schedule delay, as a minimum and not to exceed the Agreement term, by issuance of a Time Extension Letter. This letter will be for time only and does not include any additional compensation.

- D. It will be the responsibility of HATCH to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the project. In the event there have been delays which would affect the project completion date, HATCH will submit a written request to JEFFERSON which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another, JEFFERSON will review the request and make a determination as to granting all or part of the requested extension.

In the event time for performance of the scheduled project services expires and HATCH has not requested, or if JEFFERSON has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by JEFFERSON if the Agreement term has not expired.

III. PROJECTS AND COMPENSATION

- A. This project is for general consultation for Jefferson County as detailed below:

These services may include, but are not limited to:

1. Performing any or all tasks related to the operation
2. Maintenance, oversight, and management of the Jefferson County Limerock Mine including contract negotiations for material sales
3. Redesign mine operations plan
4. Develop a five (5) budget and strategic plan
5. Oversee the acquisition and installation of equipment required
6. Determine production flexibility needs for enhanced profitability
7. Market excess product to surrounding units of government
8. Delivery of "inter-local agreements" to Jefferson County
9. Find and deliver transportation grants to Jefferson County
10. Train mine workforce
11. Review MSHA activities
12. Other such services as may be required from time to time

JEFFERSON must approve the Task Order in writing before HATCH provides any compensable service on that Task Order.

- B. This Agreement provides for three ways for JEFFERSON and HATCH to accomplish payment for services rendered. These include:

1. **LUMP SUM PAYMENT**
If the scope of the work of a specific task can be determined with reasonable certainty, JEFFERSON and HATCH may negotiate a fixed, lump sum fee. The scope of the work and the negotiated fee shall be reduced to writing and signed by both parties.
2. **HOURLY FEES**
Work may be accomplished using the hourly rate of \$80 per hour, applied to the actual hours that are required to accomplish the assigned task, plus direct expenses. HATCH shall provide a "not to exceed" amount to JEFFERSON prior to performing work by hourly rates with the exception of emergency situations, which shall be agreed to in writing.
3. **OTHER**
Any other method that is mutually agreeable.

- C. If a task is assigned to HATCH by JEFFERSON, and no method is specified or otherwise agreed to, the Hourly Fees method above shall be used.

- D. The Schedule of Hourly Fee may be modified from time to time but only with the express consent/approval of JEFFERSON, through action of the Jefferson County Board of County Commissioners.
- E. Any cost opinions or project economic evaluations provided by HATCH will be on the basis of experience and judgment, but, since he has no control over market conditions or bidding procedures, HATCH cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. If they do, HATCH will notify JEFFERSON.

IV. PAYMENT

- A. Bills for fees or other compensation for services or expenses will be submitted to JEFFERSON in detail sufficient for a proper pre-audit and post-audit thereof. HATCH shall submit monthly invoices to JEFFERSON based on a percentage of completion. Invoice(s) shall be submitted on or before the fifteenth (15th) day of the month and shall itemize the activities (and Direct Expenses, if appropriate) for the prior month.
- B. Review, approval and payment by JEFFERSON on proper invoice by HATCH shall be in accordance with the Local Government "Prompt Payment Act" ("the Act"), section 218.74, Florida Statutes. HATCH may invoice for accrued interest or late payments in accordance with the Act.
- C. Records of costs incurred under terms of this Agreement will be maintained and made available upon request to JEFFERSON at all times during the period of this Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to JEFFERSON upon request. Records of costs incurred will include HATCH's general accounting records and the project records, together with supporting documents and records, of HATCH and all sub-consultants performing work on the project, and all other records of HATCH and sub-consultants considered necessary by JEFFERSON for a proper audit of project costs.
- D. JEFFERSON may withhold payment on any invoice in the event that HATCH is in default under any provision of this Agreement or any other Agreement between HATCH and JEFFERSON as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, JEFFERSON will have the right to retain an amount equal to the damages suffered as a result of the default.
- E. JEFFERSON, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. JEFFERSON will require a statement from the comptroller of JEFFERSON that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing contained herein will prevent the making of contracts for periods exceeding one year, but any contract 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, JEFFERSON's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

V. INDEMNITY

- A. HATCH will indemnify, defend, and hold harmless JEFFERSON and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense including, but not limited to, reasonable attorneys fees and court costs incurred or arising out of any act, error, omission or negligent act by HATCH, its agents, employees, or subcontractors during the performance of the Agreement, except that neither HATCH, its agents, employees nor any of its sub-consultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by JEFFERSON or any of its officers, agents or employees during the performance of the Agreement.
- B. It is specifically agreed between the parties executing this Professional Services Agreement that it is not intended by any of the provisions of any part of the Professional Services Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Professional Services Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The liability of JEFFERSON is strictly limited, in accordance with Sect. 768.28 Florida Statute.

- C. HATCH guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against HATCH or any sub-consultant or subcontractor, in connection with this Professional Services Agreement, Final acceptance and payment does not release HATCH from its obligations hereunder until all such claims are paid or released.

VI. COMPLIANCE WITH LAWS

- A. HATCH certifies that it is eligible to receive State and Federally funded contracts. HATCH also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.
- B. HATCH shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability, in the performance of work under this Agreement.
- C. HATCH shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by HATCH in conjunction with this Agreement. Failure by HATCH to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by JEFFERSON.
- D. HATCH agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying JEFFERSON and securing its consent in writing. HATCH also agrees that it will not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is the property of JEFFERSON.

VII. INSURANCE

- A. GENERAL LIABILITY. HATCH shall carry and keep in force during the period of this Professional Services Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.
- B. AUTOMOBILE LIABILITY. HATCH shall also carry and keep in force during the period of this Professional Services Agreement automobile liability insurance policy or policies for all vehicles operated by HATCH in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.
- C. PROFESSIONAL LIABILITY. HATCH will have and maintain during the term of this Agreement, a professional liability insurance policy with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of One Million Dollars (\$1,000,000.00) per claim.
- D. JEFFERSON shall be named as an additional insured on the foregoing policy. Each such policy shall provide for written notification of JEFFERSON no less than 30 days prior to the expiration or cancellation of coverage.
- E. HATCH shall maintain workers compensation insurance in force as required by Florida Law.
- F. HATCH shall deliver proof of the foregoing insurance to JEFFERSON prior to performing any work hereunder.

VIII. TERMINATION AND DEFAULT

- A. JEFFERSON may terminate this Agreement in whole or in part at any time the interest of JEFFERSON requires such termination, as follows:
 - 1. If JEFFERSON determines that the performance of HATCH is not satisfactory, JEFFERSON may notify HATCH of the deficiency with the requirement and that the deficiency be corrected within a specified time; but not less than 10 days. Otherwise the Agreement will be terminated at the end of such time or thirty (30) days, whichever is sooner.
 - 2. If JEFFERSON requires termination of the Agreement for reasons other than unsatisfactory performance of HATCH, JEFFERSON will notify HATCH of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
 - 3. If the Agreement is terminated before performance is completed, HATCH will be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by the Agreement.
- B. JEFFERSON reserves the right to cancel and terminate this Agreement in the event that HATCH or any employee or agent of HATCH is convicted for any crime arising out of or in conjunction with any work being performed by HATCH for or on behalf of JEFFERSON, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to JEFFERSON. JEFFERSON reserves the right to terminate or cancel this Agreement in the event HATCH will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. JEFFERSON further reserves the right to suspend the qualifications of HATCH to do business with JEFFERSON upon any such conviction.

IX. ASSIGNMENT AND SUBCONSULTANTS/SUBCONTRACTORS

- A. HATCH will maintain an adequate and competent professional staff so as to enable HATCH to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with such sub-consultants, for the purpose of its services hereunder, without additional cost to JEFFERSON, other than those costs negotiated within the limits and terms of this Agreement. HATCH is fully responsible for satisfactory completion of all subcontracted work. HATCH, however, will not sublet, assign or transfer any work under this Agreement to other than sub-consultants specified in the Agreement without the written consent of JEFFERSON.
- B. When the nature of the work shall suggest or dictate that HATCH secure the services of others not listed above (i.e., sub-consultants), the use of sub-consultants, the purpose and nature of the sub-consultant services provided and the fees to be paid to the sub-consultants shall be first approved in writing by JEFFERSON.
- C. HATCH shall be held responsible for the negligence or nonperformance of its sub-consultants.

X. MISCELLANEOUS

- A. The applicable standard of care will be the degree of skill and diligence normally employed by consultants performing the same or similar services.
- B. The Contractor and the County agree that the Contractor, its employees, and subcontractors are not agents of the County as a result of this Professional Services Agreement for any purposes.
- C. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.
- D. HATCH is an independent contractor with respect to the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties. HATCH has no right or authority, under this Agreement, to incur obligations of any kind in the name of or for the account of JEFFERSON, nor to commit or bind JEFFERSON to any contract or other obligations.

- E. It is understood and agreed by the parties hereto that if any part, term or provision of this Professional Services Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Professional Services Agreement did not contain the particular part, term or provision held to be invalid.
- F. This Contract shall be governed by and construed in accordance with the laws of the State of Florida.
- G. Venue in any legal action related to this Contract shall be in Jefferson County.
- H. Modifications of the provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by the parties.
- I. Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.
- J. This Professional Services Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Professional Services Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RANDY HATCH

Address for Contractual Correspondence:
P.O. Box 456
Branford, FL 32008

By: **Mr. Randy Hatch**

 Witnessed: _____ Date: _____

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Address for Correspondence:
Jefferson County Coordinator's Office
450 W. Walnut Street
Monticello, FL 32344

By: **Mr. Roy Schleicher, County Coordinator**

 Witnessed: _____ Date: _____

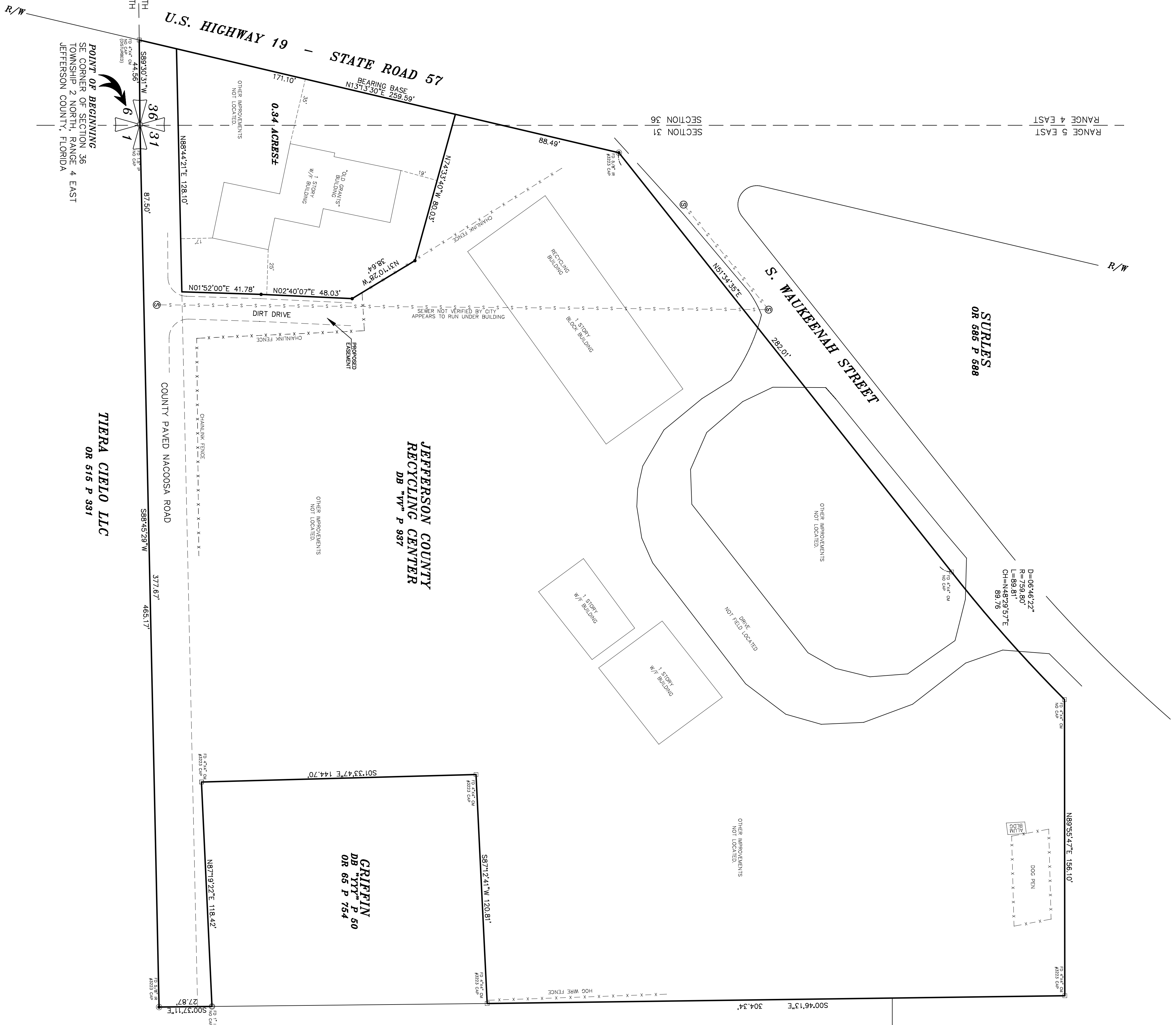
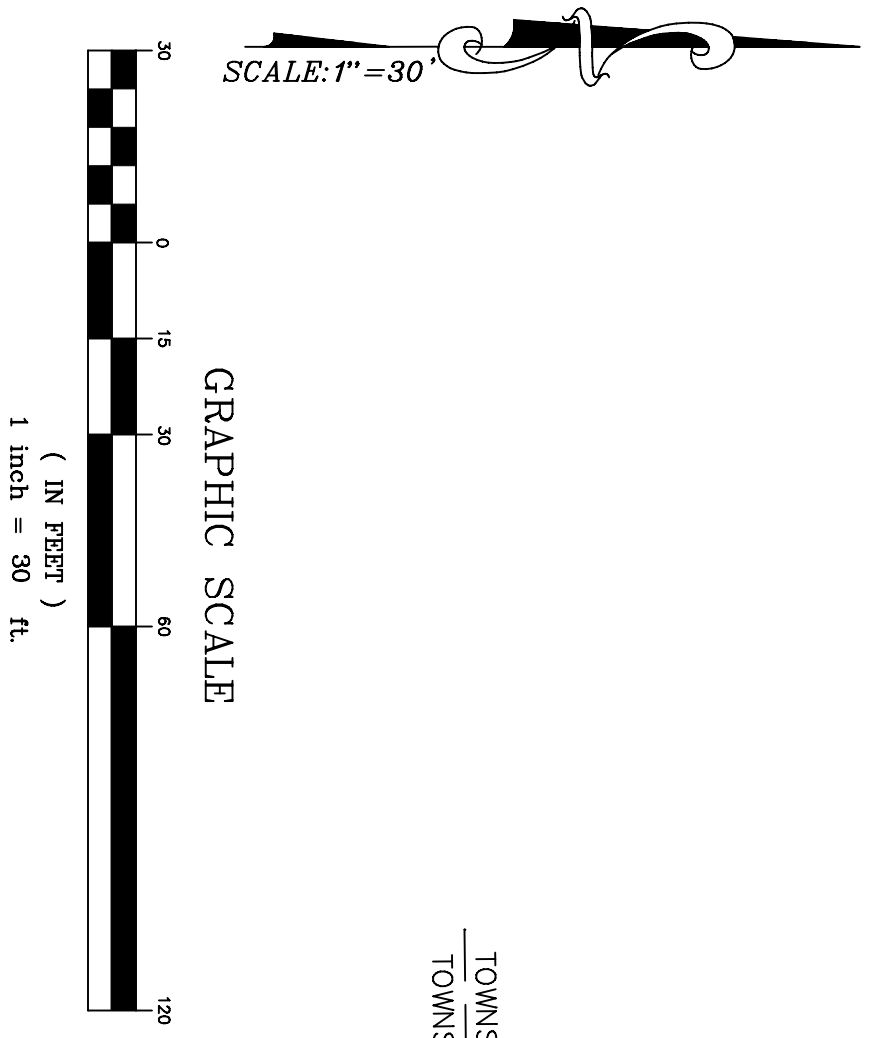
ITEM 5(c): SALE OF OLD GRANTS BUILDING

**A BOUNDARY SURVEY FOR
JEFFERSON COUNTY BOARD
OF COUNTY COMMISSIONERS
LOCATED IN SECTION 36
TOWNSHIP 2 NORTH, RANGE 4 EAST
AND IN SECTION 31
TOWNSHIP 2 NORTH, RANGE 5 EAST
JEFFERSON COUNTY, FLORIDA**

LEGEND

CM	CONCRETE MONUMENT
IR	IRON ROD
IP	IRON PIPE
CR	CORNER
DC	DEED RECORD BOOK
DB	DEED BOOK
R/W	RIGHT-OF-WAY
CH	CHORD BEARING & DISTANCE
D	DIVISION
L	ARC LENGTH

- SURVEYOR'S NOTES**
- Bearings based on assumed bearing of North 13° 30' 00" West in the East boundary of U.S. Highway 19 (State Road 57) and the East boundary of U.S. Highway 19 (State Road 57) are correct.
 - If no difference is shown, deed call bearings and distances are the same as measured.
 - Other improvements not located.
 - Field work was completed September 27, 2011.
 - There may be other restrictions of record not shown.
 - The herein signed surveyor has not been provided with a copy of the deed or deed book in which the deed is recorded. It is assumed that the deed is recorded in the public records of Jefferson County, Florida.
 - The herein signed surveyor has not been provided with a copy of the deed or deed book in which the deed is recorded. It is assumed that the deed is recorded in the public records of Jefferson County, Florida.
 - This survey does not determine ownership of property.

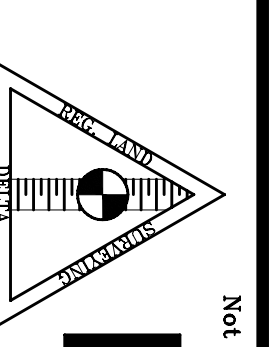


RABON REALTY, INC.
OR 151 P 705-208
OR 428 P 349

HARRILL
DB 'XX' P 298
DB 'XX' P 342

DATE	REVISIONS

DATE:	SEPTEMBER 27, 2011
APPROVED BY:	



Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

DELTA LAND SURVEYORS
440 S. JEFFERSON STREET
MONTICELLO, FLORIDA 32514
PHONE: (850) 987-0301
FAX: (850) 987-8757

PROJECT

JEFFERSON COUNTY RECYCLING CENTER

CLIENT	JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS
JOB NO.	11-269-22
SHEET NO.	1 OF 1

**ITEM 5(e): WACISSA RIVER CANAL
DREDGING**



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

September 30, 2011

Via Email at rschleicher@jeffersoncountyfl.gov and Hand Deliver

Mr. Roy Schleicher
Jefferson County Coordinator
435 West Walnut Street
Monticello, FL 32344

**Re: Jefferson County – Wacissa River Boat Ramp Dredging
Preble-Rish, Inc. Project No. 751.039**

Dear Mr. Schleicher:

Preble-Rish, Inc. (PRI) is pleased to provide this proposal for professional services to prepare plans and permit documents for maintenance dredging of the boat ramp canal at the head of the Wacissa River. PRI is certainly excited to assist Jefferson County with this project. Please find attached a detailed task order, labeled as **Exhibit "A"**, which details all associated tasks to be performed.

I would like to point out that there is a possibility that ACOE, FDEP, SRWMD, or FWC will require additional Environmental Surveys, Environmental Mitigation, or Submerged Lands Lease. At this time, we are not sure if it will be required, so we are specifically excluding these items from this Task Order. If they are required in writing from the reviewing agency, we will meet with you to discuss how to proceed at that time.

If this proposal is acceptable, please sign the Task Order and return it to our Monticello office.

If you have any questions or comments, please give me a call at 850.997.2175. As always, we look forward to working with you and thank you for the opportunity to continue to be of service to the County.

Sincerely,

PREBLE-RISH, INC.

Alan Wise, P.E.
Project Manager

Attachments Exhibit "A"

cc: Mr. Ralph Rish, President, PRI (Via rishr@preble-rish.com)
Mr. Chris Forehand, P.E., Vice President, COO, PRI (via forehanc@preble-rish.com)
Mrs. Missy Ramsey, CPA, Controller, PRI (via ramseym@preble-rish.com)
Mr. Travis Justice, P.E., Sr. Project Manager, PRI (via justicet@preble-rish.com)

S:\751.039 Wacissa River Boat Ramp Dredging\Correspondence\Schleicher 2011.9.30.doc



EXHIBIT A

**JEFFERSON COUNTY
WACISSA RIVER BOAT RAMP DREDGING
PREBLE-RISH, INC. PROJECT NO. 751.039**

TASK ORDER 039-2011-01

This task order is for the purpose of Preble-Rish, Inc. (PRI) as the ENGINEER to provide professional services for the Wacissa River Boat Ramp Canal Dredging for Jefferson County acting by and through its Board of County Commissioners.

DESCRIPTION OF ENGINEER'S SERVICES

SCOPE OF SERVICES

A. Design Package

PRI shall provide design plans for the proposed dredging. This design package will utilize the existing survey that was recently obtained and will provide the dredging plan, location of existing vegetation adjacent to the project area, spoils management plan, and an erosion/turbidity management plan. These plans will be utilized as a part of the SRWMD ERP Application. Additional Survey; Environmental Surveys, Reports, or Mitigation; or work associated with Sovereign Submerged Lands is not foreseen at this time and is specifically excluded from this Task Order.

B. Permitting

PRI will prepare and submit necessary documentation for an ERP application (Noticed General Permit in accordance with FAC 62-341.375(e)). Coordination with Army Corps of Engineers, FDEP, and FWC is expected. Two on-site meetings, one meeting at FDEP in Tallahassee, and one meeting at SWRMD in Live Oak is expected.

C. Professional Services Fees

1. Design Package	\$ 2,650.00
2. Permitting	\$ 2,950.00
	Total \$ 5,600.00

D. Exclusions

The following items are specifically excluded from the responsibilities of this Task Order:

1. Stormwater or Drainage Design Permitting.
2. Structural Design or Geotechnical investigation.
3. Environmental Survey or Mitigation Plan (above what has already been performed).
4. Work related to Sovereign Submerged Lands.
5. Survey (above what has already been performed).
6. Water or Wastewater System Design or permitting.
7. Engineering or Design of any new improvements.
8. Land Planning or Title Work of any kind.
9. Anything not specifically included in the Scope of Services above.

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

PREBLE-RISH, INC.

187 E. Walnut Street

Monticello, Florida 32344

By: _____

Name and Title: Alan Wise, P.E., Project Manager

Witnessed: _____

Date: 9/30/11

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

450 W. Walnut Street

Monticello, FL 32344

By: _____

Name and Title: Roy Schleicher, County Coordinator

Witnessed: _____

Date: _____

S:\751.039 Wacissa River Boat Ramp Dredging\Contracts \Exhibit A Task Order.doc

**ITEM 5(f): WACISSA RIVER EASEMENT
PERIMETER FENCING**

Board of County Commissioners
Jefferson County, FL
Roy M. Schleicher, County Coordinator
Jefferson County Courthouse, Room 10
Monticello, FL 32344
850/342-0287

To: Jefferson County Board of County Commissioners
Through: Roy Schleicher, County Coordinator
From: John McHugh, Assistant County Coordinator
Re: Quotes for proposed fence
Attached: Fence Specifications
Date: **September 23, 2011**

The Board voted September 1, 2011 to get quotes for the fence along the North side of the Counties property from Wacissa Springs Road to Mr. Smith's property line and along the East property line.

To insure all parties bid on the same thing and the County received competitive quotes, I put together fence specifications and sent them out. Upon sending the fence specifications out I told everyone the County may choose to scale back or add to the fence specs with the company who was chosen.

Three fencing services responded: C & F Fencing, B-M Tractor and Fencing, and Madison Fence Co. Inc.

Summary of the quotes:

C & F Fencing - \$2,900.00
B – M Tractor and Fencing - \$2,851.50
Madison Fence Co. Inc. - \$2,775.00

Based on the County Purchasing Policy; in the purchase of, or contract for, goods and services in an amount less than \$10,000, the County may give preference in an amount not to exceed 5% of the quote by local persons, firms, or corporations.

When you take in to account the local preference:

Adjusted figures at 3%
C & F Fencing - \$2,813.00
B – M Tractor and Fencing - \$2,765.96
Madison Fence Co. Inc. - \$2,775.00

**ITEM 5(g): CITY-COUNTY INTERLOCAL
FIRE AGREEMENT**



Jefferson County Board of County Commissioners City of Monticello Interlocal Fire Agreement

This agreement made this _____ day of _____, 2011 between Jefferson County Board of County Commissioners and the City of Monticello, both located in Jefferson County Florida for the sole purpose for the request for assistance by the City of Monticello for fire protection services and hazardous incident responses within the city limits of Monticello.

DEFINITIONS:

- (1) **REQUESTING PARTY:** City of Monticello.
- (2) **RESPONDING PARTY:** Jefferson County Fire Rescue.

The above agencies do hereby agree to adhere to the following conditions/terms set forth herein:

1. The responding party will have the authority to automatically respond to the area within the City of Monticello when the request for service is initiated through the 911 system or by direct contact to Jefferson County Fire Rescue by any person.
2. As the responding party, the senior member of Jefferson County Fire Rescue will assume or establish incident command, hereafter referred to as the Incident Commander, within the City limits of Monticello and will act on behalf of the City of Monticello for the duration of the incident.
3. The Requesting Party shall indemnify and hold harmless the Responding Party against any and all claims, debts, demands, or obligations which may be made against the Responding party arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of the Responding Party, its officers, agents, or employees, arising in connection with the term of this agreement occurring while enroute to and returning from a request for assistance.
4. The Requesting Party shall be liable to the Responding Party for equipment damages or loss, for injury to personnel and for payment of compensation arising out of assistance afforded under the terms of this agreement, except where the Responding Party, acting under proper authority, has been grossly negligent.

5. There shall be no liability for the Responding Party for failure to reach the place of fire or other emergency when or where conditions exist which would, in sound judgment of the incident commander, be prohibitive, dangerous or beyond the physical control of the responding party or due to the unavailability of the responding party.
6. The senior representative of the City of Monticello Volunteer Fire Department will report to the Incident Commander and shall ensure full cooperation and assistance by members of the Monticello Volunteer Fire Department and direct his/her personnel in total cooperation with the Incident Commander.
7. The Requesting Party agrees and represents that it has liability insurance in excess of \$??????? and will be responsible to the Responding Party for any claims by its personnel or the general public arising from assistance provided by the terms of this agreement.
8. The Requesting Party, during the entire term of this agreement shall indemnify and hold harmless the Responding Party against any and all claims, debts, demands, or obligations which may be made against the Responding party arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of the Responding Party, its officers, agents, or employees, arising in connection with the term of this agreement. If it becomes necessary for the Responding Party to defend any action seeking to impose any liability against the Responding Party for any such acts, omissions, or negligence, the Requesting Party shall indemnify and hold harmless the Responding Party against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees incurred by the Responding Party in effecting such defense. The liability of the Responding Party, if any, is strictly limited in accordance with Section 768.28, Florida Statutes.
9. The term of this agreement shall be indefinite and shall remain in effect until notification in writing by either party one to the other. Termination notification shall be made not less than 60 days prior to its effective date.

The parties hereto have caused this agreement to be signed by the proper authorities and shall become effective and in full force by the completion of the signatures below.

 Stephen Fulford, Chairman BOCC

Date_____

 John Jones, Mayor City of Monticello

Date_____

**ITEM 5(f): INDUSTRIAL PARK ROADWAY
IMPROVEMENTS**



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 850.274.9866

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

September 21, 2011

Via email @ rschleicher@jeffersoncountyfl.gov and via Hand Delivery

Jefferson County Board of County Commissioners
Attention: Roy Schleicher
1 Courthouse Circle
Monticello, Florida 32344

**RE: Jefferson County Industrial Park Roadway Extension
Preble-Rish Inc. Project No. 751.021**

Dear Mr. Schleicher,

As you are aware, there are concerns over the work performed to date that the Industrial Park Road Extension. The concerns are related to the vertical geometry of the newly constructed roadway. The road was first constructed and striped with significant "dips" and "humps" which were unacceptable. Upon pointing this out the Contractor, he tested the road and marked the areas that were outside of specification. At his own additional cost, the Contractor added another layer of asphalt in an effort to smooth out the "dips" and "humps." After this work, there remained an issue with cross slopes of the road. The plans called for a uniform 2% cross slope away from the centerline of the road, as is a standard design value. The existing cross slopes vary from 0.1% to a 2.6%. Allowable tolerances would be 1.8% to 2.2% after construction. This was brought to the attention of the Contractor in the attached letter.

At this time, the Contractor is asking the Board to accept the Work as is, with no further corrective action, due to financial constraints of performing additional work.

I understand that the Board is looking for a determination from PRI to base a decision on. At this time, the road is not in accordance with the plans and specifications. However, the structural integrity of the roadway is in conformance with the plans, and in the case of the asphalt thickness, the Contractor provided more than what was specified in the plans. I have inspected the road during rain events twice, and I am comfortable with the fact that this road has positive drainage and will not hold water. In all fairness, the deficit in the construction is more of an aesthetic and technical insufficiency than anything. These issues will not cause the road to degrade more quickly and will not cause the County to provide more maintenance.

If the Board desires to accept the road as it is currently constructed, I would not protest. If the County prefers the cross slopes to be corrected, I am happy to work with the Contractor as necessary to reach this end. It is our job to make sure that the County is aware of these issues and allow the County the opportunity to make the decision.

Sincerely,

Preble-Rish Inc.

A handwritten signature in blue ink, appearing to read "Alan Wise". The signature is stylized and written in a cursive-like font.

Alan Wise, P.E
Project Manger



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

August 15, 2011

Via Email at dixiepaving@msn.com

Glen Harrelson
Dixie Paving and Grading
PO Box 37100
Tallahassee, FL 32315

**Re: Jefferson County – Industrial Park
Preble-Rish, Inc. Project No. 751.021**

Dear Mr. Harrelson:

This letter is to inform you that the work performed on Industrial Drive has been deemed unsatisfactory and will not be acceptable in its current condition. The cross slope is deficient according to the plans provided by Preble-Rish, Inc. (PRI) and the FDOT Standard Specifications. During a site review performed on 8/10/2011, the cross slopes were measured every 50' and the measured cross slopes varied from 0.1% to 2.6%. The plans call for a uniform 2% cross slope and FDOT specification allows for a 0.2% deviation during construction. The County will not release payment until corrective actions have been taken.

If you have any questions or comments, please feel free to contact me at 850.528.0300

Sincerely,

PREBLE-RISH, INC.

Alan Wise, P.E.
Project Manager

AW/kew

S:\751.021 Jefferson County Industrial Park\Correspondence\Harrelson 8 12 11.doc

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

**ITEM 5(j): UPDATE ON DRAFT PLANNING
COMMISSION RULES ORDINANCE**

**JEFFERSON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE NO. 2011-_____

AN ORDINANCE OF JEFFERSON COUNTY FLORIDA, RELATING TO THE JEFFERSON COUNTY PLANNING COMMISSION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING GENERALLY LAND DEVELOPMENT CODE ARTICLE 8, PART 8.02.00, PLANNING COMMISSION; AMENDING SECTION 8.02.02 ESTABLISHMENT; AMENDING SECTION 8.02.03 MEMBERSHIP; AMENDING SECTION 8.02.04 TERMS OF OFFICE; AMENDING SECTION 8.02.05 ORGANIZATION, RULES, STAFF AND FINANCES; AMENDING SECTION 8.02.06 FUNCTIONS, POWERS AND DUTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 2011-139, Laws of Florida, amending Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code) Jefferson County has adopted and has in effect a Comprehensive Land Use Plan and Land Development Code; and

WHEREAS, pursuant to the requirements of the Community Planning Act, Chapter 2011-139, Laws of Florida, amending Chapter 163, Part II, Florida Statutes, (formerly the Local Government Comprehensive Planning and Land Development Regulation Act of Chapter 163, Part II, Florida Statutes, and former Chapter 9J-5, Florida Administrative Code), Jefferson County has adopted a Land Development Code which, among other things, establishes the Jefferson County Planning Commission as the Local Planning Agency; and

WHEREAS, Article 8 of the Jefferson County Land Development Code, Part 8.02.00, et seq., establishes the Jefferson County Planning Commission and designates that Commission's purpose; membership; terms of members; organization, rules, staff and finances; and powers,

functions and duties; and

WHEREAS, the Board of County Commissioners has determined that it is necessary to clarify, restate and supplement certain provisions relating to the powers, functions and duties of the Planning Commission; and

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

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

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to clarify, restate, and supplement the powers functions and duties of the Jefferson County Planning Commission as appears in Article 8 of the Jefferson County Land Development Code.

SECTION 3: AMENDMENT TO ARTICLE 8 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE.

Article 8 of the Jefferson County Land Development Code is hereby amended as follows:

NOTE: Underlined language is language to be added and ~~Struck Through language~~ is language to be deleted.

Jefferson County Land Development Code

Article 8 – Boards and Agencies

8.02.00 PLANNING COMMISSION

8.02.01 Purpose

In order to safeguard the life, health, property and public welfare of its citizens, a County Planning Commission will be established and maintained. The further purpose of the Jefferson County Planning Commission is to plan for future development and to prepare, adopt and amend comprehensive plans to guide future development and to recommend to the Board of County Commissioners the needs and plans for subdivision regulations, land use regulations and such other areas as to promote the general well being of the citizens of the County.

8.02.02 Establishment

The Board of County Commissioners of Jefferson County hereby establishes the Jefferson

County Planning Commission to be governed by the provisions of Section Chapter 163.3174 in particular Section 160 through 315, of, Florida Statutes as well as the provisions set forth in this Section.

8.02.03 Membership

The Jefferson County Planning Commission shall consist of ten (10) members who shall be residents of Jefferson County, Florida appointed by the member of the Board of County Commissioners of Jefferson County, Florida, in whose district the new appointee resides. Each member of the Board of County Commissioners of Jefferson County shall give first priority to designation e of two members from their respective District to the Jefferson County Planning Commission, but may designate members from another district with approval of the other members of Board of County Commissioners.

8.02.04 Terms of Members

A. Generally. The terms of members of the Jefferson County Planning Commission shall be three two (3 2) years. Each Planning Commissioner may be reappointed at the end of each term.

B. Vacancy. Any vacancy in membership shall be filled for the unexpired term of the vacancy by the Board of County Commissioners of Jefferson County pursuant to the same procedure followed in the appointment of the previous member. The Board of County Commissioners may declare a member's position vacant in any of the following circumstances:

(1) When a member is absent from two of three consecutive meetings of the board without providing prior notice to the Secretary of the Planning Commission. Absences from emergency or special called meetings will not be recorded against a member in counting the absences, or

(2) When a member is absent from 33 percent of the regularly scheduled meetings in a given calendar year, regardless if prior notice is provided to the Secretary of the Planning Commission.

In any instance where a member does not attend meetings as required herein, the Planning Official shall notify the County Coordinator's Office, which shall then send a letter to such member and request to know their intentions with regard to their continued service on the commission. The information will then be relayed to the Board of County Commissioners for consideration of whether such member should be removed and the position declared vacant.

C. Removal of Member. The Board of County Commissioners of Jefferson County shall have the authority to remove any member of the Jefferson County Planning Commission for cause, stated in writing on written charges, after a public hearing.

D. Compensation. All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties.

8.02.05 Organization, and Rules, Staff and Finances

A. Election of Chairman. The Jefferson County Planning Commission shall elect a chairman and vice-chairman from the members recommended for appointment by the Board of County Commissioners of Jefferson County. The terms of the chairman and vice-chairman shall each be one year. The chairman and vice-chairman shall not serve consecutive terms, exceeding two (2) years.

B. Designation Appointment of Secretary. The Jefferson County Planning Official Commission shall designate appoint a secretary who may be an officer or employee of the County.

C. Rules of Procedure. If the Jefferson County Board of County Commissioners has not previously adopted rules of procedure that apply to the Planning Commission, The Jefferson County Planning Commission shall make its own rules of procedure and determine its time of Meeting; provided that its rules of procedure and schedule of meetings shall be provided to the Board of County Commissioners of Jefferson County.

D. Meetings. All meetings of the Jefferson County Planning Commission shall be open to the public and all records of the Planning Commission shall be public records.

~~**E. Staffing.** The Jefferson County Planning Commission shall recommend to the Board of County Commissioners the appointment of any and all employees and staff deemed necessary by the Planning Commission for its work as well as any contracts or agreements with the State, other governmental or private planners or consultants for such services as may be deemed necessary by the Planning Commission.~~

~~**F. Budget.** The Jefferson County Planning Commission shall annually submit a proposed budget for expenditures of the Planning Commission in accordance with the rules and procedures of the Board of County Commissioners of Jefferson County. This budget will be prepared by the Planning Official.~~

8.02.06 Functions, Powers and Duties

The Jefferson County Planning Commission shall have the following functions, powers, duties, and responsibilities as set forth in Chapter 163, of Florida Statutes:

A. Acquire and maintain such information and materials as are necessary to an understanding of past trends, present conditions, and forces at work to cause changes in these conditions. Such information and material must include maps and photographs of man-made and natural physical features of the area concerned. Statistics on past trends and present conditions with respect to population, property values, economic base, land use, and such other information as is important or likely to be important in determining the amount, direction and kind of development to be expected in the area and its various parts.

B. Prepare or cause to be prepared a comprehensive plan for Jefferson County. Adopt and, from time to time, amend and revise said plan for meeting present requirements and such future requirements as may be foreseen.

C. Prepare and recommend the adoption of a land development code and subsequent amendments thereto and administer the code as needed.

D. Review and make recommendations on development orders and development permit applications to the Board of County Commissioners of Jefferson County.

E. Approve location selection and site planning for ~~public housing renewal projects, community facilities and utilities and other~~ appropriate projects as assigned by the Board of County Commissioners of Jefferson County.

F. Prepare and recommend adoption of latest official transportation map of the County.

G. Establish principles and policies for guiding action in the development of the area.

H. Conduct such public hearings as may be required to gather information necessary for the drafting, establishment and maintenance of the comprehensive plan and such additional public hearings as are required by Florida Statutes.

I. Make or cause to be made any necessary special studies on the location, condition and adequacy of facilities or functions administered by the Board of County Commissioners of Jefferson County.

J. Perform any other duties which lawfully may be assigned by the Board of County Commissioners of Jefferson County on its activities and progress, ~~including functioning as the Code Enforcement Board until said Code Enforcement Board is designated otherwise by the Board of County Commissioners.~~

K. Take appeals from or recommendations by the Planning Official arising from a development proposal within the geographical area of Jefferson County to which that Planning Commission has been assigned by the Board of County Commissioners.

SECTION 4: SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and affect.

SECTION 6: CONFLICT

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

hereby repealed.

SECTION 7: COPY ON FILE

A certified copy of this enacting ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 8: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 9: AUTHORITY

This ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 162, Florida Statutes.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Stephen Fulford, Chairman

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

This ordinance was submitted to the Secretary of State, State of Florida on the _____ day of _____, 2011.

DRAFT

**ITEM 5(1): COUNTY COORDINATOR
SUCCESSION PLAN**

Jefferson County Board of County Commissioners

County Coordinator's Office

450 W. Walnut Street

Monticello, Florida 32344

The Keystone County - Established 1827

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

For BOCC meeting October 6, 2011

TO: County Commissioners
FROM: Roy Schleicher
RE: County Coordinator's Office & County Coordinator's Retirement

Commissioners -

- 1) First, as you know, Mr. McHugh has taken a position with the Aucilla Landfill. His last day is September 30th. He has been an asset to the county and he will be missed. We wish him the best.

Henry Gohlke will be replacing John in my office. He will move from the Road Department to my office on October 3rd. His Road Department funding will remain with the Road Department and Mr. Gohlke's salary will be covered by John's salary line item in the budget.

- 2) I will be retiring on June 30, 2012. My last day in the office will be Friday, June 29, 2012. In order to develop a process to hire a new coordinator I'd suggest the following approach -
 - A) Determine a timeline to follow throughout the process. Suggestions continued below in #C.
 - B) Items for consideration -
 - a. Discussion of the "type" and "traits" of the coordinator you desire.
 - b. Determine a salary and benefits range to be advertised.
 - c. Discussion of required education and experience.
 - d. Determination of the specific process to draft the job description, advertise, interview and hire the coordinator.
 - C) Suggested preliminary timeline (workshops scheduled as necessary) -
 - a. Items #a., #b., and #c. - January - February, 2012
 - b. Item #d. - March, 2012
 - c. Late March - April - Advertising with an April 30, 2012 deadline
 - d. May - Interviews & selection process
 - e. New Coordinator begins mid-June.

-End-

Kirk Reams
Clerk of Courts 850/342-0218

Roy Schleicher
County Coordinator 850/342-0287

**ITEM 6: PUBLIC HEARING – AQUIFER
PROTECTION ORDINANCE**

**JEFFERSON COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

ORDINANCE NO. 2011-072111-02

AN ORDINANCE OF JEFFERSON COUNTY FLORIDA, RELATING TO AQUIFER PROTECTION; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR PURPOSE; AMENDING LAND DEVELOPMENT CODE SECTION 1.05.02 TO ADD AQUIFER PROTECTION MEASURES TO REGULATED ACTIVITIES ENUMERATED; AMENDING LAND DEVELOPMENT CODE SECTION 2.02.02G3, TO CLARIFY THE DEFINITION OF LOCAL PUBLIC SERVICE FACILITY; AMENDING LAND DEVELOPMENT CODE SECTION 4.02.02, TO ADD AQUIFER PROTECTION MEASURES; AMENDING LAND DEVELOPMENT CODE SECTION 9.02.02, DEFINITION OF MAJOR DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR AUTHORITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Board of County Commissioners of Jefferson County, Florida, as follows:

SECTION 1: FINDINGS OF FACT

WHEREAS, pursuant to the requirements of the Local Government Comprehensive Planning and Land Development Act of Chapter 163, Part II, Florida Statutes, and Chapter 9J-5, Florida Administrative Code, Jefferson County had adopted a Comprehensive Land Use Plan; and

WHEREAS, pursuant to the requirements of Section 163, Part II, Florida Statutes, and Chapter 9J-5, Florida Administrative Code, Jefferson County has adopted a Land Development Code which implements the Comprehensive Plan and regulates the use of land in Jefferson County; and

WHEREAS, abundant and pure potable groundwater water resources are essential to the current and future residents of Jefferson County; and

WHEREAS, it is important for Jefferson County to regulate development activity which may pose a threat to the quality of groundwater from aquifers that constitute sources of potable water; and

WHEREAS, installation of development infrastructure of the type usually associated with large

scale groundwater withdrawals, and/or of the type associated the production of bottled water, involve activities which might be incompatible with surrounding land uses requiring that such development proposals be further restricted and subject to additional review and scrutiny; and

WHEREAS, there exist in Jefferson County several spring/stream systems, the most notable of which are the Aucilla River sinks and rise, and the Wacissa Springs Group, which feed the Aucilla and Wacissa Rivers and wetlands, as well as regionally significant natural areas associated with these river systems (hereinafter Aucilla/Wacissa River Ecosystem); and

WHEREAS residents and visitors of Jefferson County have historically visited and utilized the Aucilla/Wacissa River Ecosystem for such traditional and economically important recreational activities as boating, fishing, swimming, canoeing and kayaking, bird watching, and hunting; and

WHEREAS, the health of the Aucilla/Wacissa River Ecosystem is dependent, in part, upon protection of water resources flowing from the Aucilla River rise and the Wacissa Springs Group.

WHEREAS, there exist in Jefferson County a number of stream-to-sink systems where riverine or lake surface water flow into sinkholes with no surface water outlet and thereby introducing surface water directly into the groundwater aquifer; stream-to-sink systems present an increased risk of contamination of potable groundwater and spring water resources from land based activities.

WHEREAS, the Board of County Commissioners has determined that additional protection of groundwater quality in Jefferson County is necessary in order to preserve and protect essential potable groundwater resources and to preserve and protect the Aucilla/Wacissa River Ecosystem;

WHEREAS, the Jefferson Board of County Commissioners has determined that this ordinance is consistent with the adopted Comprehensive Plan and is necessary to protect the health, safety, and welfare of Jefferson County, Florida and its citizens.

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

SECTION 2: PURPOSE OF ORDINANCE

The purpose of this Ordinance is to adopt an amendment to the Jefferson County Land Development Code providing additional protection for groundwater quality, generally, and more specifically, protecting potable groundwater resources; protecting the health and biodiversity of the Aucilla/Wacissa River Ecosystem; protecting water resources in springs and stream to sink systems; and for the protection of other existing and future land uses that are be located in areas where infrastructure and activities associated with water bottling could be proposed.

SECTION 3: AMENDMENT TO SECTION 1.05.02 OF THE JEFFERSON COUNTY

LAND DEVELOPMENT CODE

Section 1.05.02 of the Jefferson County Land Development Code, Regulated Activities Enumerated, is hereby amended as follows:

NOTE: Underlined language is proposed language and ~~Struck Through~~ language is language proposed to be deleted.

Subsections A - P, no change.

Q. Development and/or land use which may reduce the quality of groundwater in aquifers constituting potable water resources or flowing to springs.

SECTION 4: AMENDMENT TO SECTION 2.02.02 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE

Section 2.02.02 of the Jefferson County Land Development Code, Types of Uses, Local Public Service Activities, is hereby amended as follows:

NOTE: Underlined language is proposed language and ~~Struck Through~~ language is language proposed to be deleted.

2.02.00 USES ALLOWED IN LAND USE DISTRICTS

2.02.02 Types of Uses

Subsections A - F, no change.

G. Local Public Service Activities

This group of activities includes those land 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:

Subsections 1 and 2, no change.

3. Utility facilities, such as water and wastewater pumping stations, and utility linear distribution/collection facilities' corridors/easements/right-of-way which contain water or wastewater lines as part of a consumer distribution or collection system, but excluding water pumping stations and other facilities associated with, or used for, the production of bottled water.

Subsections 4 – 7, no change.

SECTION 5: AMENDMENT TO SECTION 4.02.02 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE

Section 4.02.02 of the Jefferson County Land Development Code, Location Criteria and Other Restrictions, is hereby amended as follows:

NOTE: Underlined language is proposed language and ~~Struck Through~~ language is language proposed to be deleted.

Subsections A and B, no change.

C. Development infrastructure in all land use districts shall be limited to that infrastructure necessary to serve uses of land which are otherwise allowable designated land uses in the district where such infrastructure is proposed to be located.

D. The use of landscaping best management practices as stated in the Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries (Florida Department of Environmental Protection, 2008) is encouraged.

E. All new golf course siting, design, construction, and management shall implement the prevention, management, and monitoring practices, detailed in the golf course siting, design, and management chapter of the Protecting Florida's Springs Manual – Land Use Planning Strategies and Best Management Practices (Florida Department of Community Affairs and the Florida Department of Environmental Protection, 2002).

F. The County shall encourage the use of water management conservation measures which will assure the retention of groundwater to protect the coastal bays and springsheds, and assure emergency water conservation in the case of groundwater contamination.

SECTION 6: AMENDMENT TO SECTION 9.02.02 OF THE JEFFERSON COUNTY LAND DEVELOPMENT CODE

Section 9.02.02 of the Jefferson County Land Development Code, Designation of Plans as Minor or Major Developments, is hereby amended as follows:

NOTE: Underlined language is proposed language and ~~Struck Through~~ language is language proposed to be deleted.

Subsections A and B, no change.

C. Major Development. A plan shall be designated as a major development requiring final development approval by the Planning Commission and the Board of County Commissioners if

it is:

Subsections C 1 – C 6, no change.

7. Any development associated with, or related to, the production of bottled water, which must also be approved by supermajority (defined as a minimum of 4 votes in favor) vote of the Board of County Commissioners.

8. Any development involving the installation of infrastructure to support, or to be served by, large scale withdrawals of groundwater (greater than 100,000 gallons per day as a thirty (30) day rolling average) for purposes other than agriculture, irrigation, recreation, public or private utility, or construction dewatering.

SECTION 7: SEVERABILITY

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and affect.

SECTION 8: CONFLICT

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

SECTION 9: COPY ON FILE

A certified copy of this enacting ordinance shall be filed with the Clerk of the Circuit Court.

SECTION 10: EFFECTIVE DATE

This Ordinance shall be filed with the Office of the Secretary of the State of Florida and shall immediately take effect upon receipt of official acknowledgment from the Department of State that the same has been filed.

SECTION 11: AUTHORITY

This ordinance is adopted pursuant to the authority granted by Chapter 125.01 and Chapter 163.3161 through 163.3215, Florida Statutes. No part of this ordinance shall be construed in a manner that conflicts with the exclusive authority of the Florida Department of Environmental Protection and the water management districts to regulate the consumptive use of water under Chapter 373, Part II, Florida Statutes.

PASSED AND DULY ADOPTED with a quorum present and voting by the Board of County Commissioners of Jefferson County this _____ day of _____, 2011.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

Stephen Fulford, Chairman

ATTESTED BY:

Kirk Reams, Clerk of the Circuit Court

APPROVED as to FORM & SUBSTANCE:

Scott Shirley, County Land Use Attorney

This ordinance was submitted to the Secretary of State, State of Florida on the _____ day of _____, 2011.

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