



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 August 2, 2012 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
4. Citizens Request & Input on Non-Agenda Items (3 Minute Limit, No Commissioner Discussion)
5. General Business
 - a) SRWMD-State of the Resource Update – Dr. George Cole
 - b) Audit Presentation – Carr, Riggs, & Ingram Inc.
 - c) Ambulance Purchase Request – Parrish Barwick/Mark Matthews
 - d) Redistricting Attorney Services– Attorney Bird
 - e) Letter of Agreement w/ Harrell Nut Company/Camilla Foods – Attorney Bird
 - f) Housing Proposals – Parrish Barwick
 - g) Solid Waste Assessment Reduction Proposed Resolution – Chairman Boyd
6. County Coordinator's Report
7. Citizen's Forum (3 Minute Limit, Commissioner Discussion Allowed)
8. Commissioner Discussion Items
9. Adjourn

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

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

Kirk Reams
Clerk of Courts

Parrish Barwick
County Coordinator

Bird & Sparkman, P.A.
County Attorney

**ITEM 5(c): AMBULANCE PURCHASE
REQUEST**



Jefferson County Fire Rescue

Mark Matthews
Chief

07/16/2012

To: Board of County Commissioners
Re: Purchase of Used Ambulance
From: Mark Matthews

We have another opportunity to purchase a used medium duty ambulance like the one we purchased almost two years ago.

This vehicle is 2004 International medium duty ambulance built by Wheeled Coach and was traded in to a company called ETR (Emergency, Tactical, Rescue Vehicles) by Alachua County who is purchasing a new ambulance from them. It has a little over 200,000 miles on it and is in slightly better condition than the one we previously purchased that also came from Alachua County. This type of ambulance has a much longer lifespan than the type we purchase new. Our regular ambulances are completely worn out at this mileage.

We have been to fleet maintenance in Alachua County where this ambulance was in service and talked directly to the shop foreman for the crew responsible for the maintenance of all their emergency vehicles and reviewed the repair and maintenance records and, although there are no guarantees, we believe this vehicle to be in good mechanical condition.

ETR is asking close to \$22,000.00. This is about what we paid for the last one and it has been a good investment for us since it has had very little repairs needed in the two years we have had it in service.

Along with a lot of other ambulance service providers in the State, we have not been getting the vehicle grants from the Bureau of EMS like we used to and this is the most inexpensive way I know to for us to replace our more unreliable ambulances with ones that have 4 to 5 years of useful life left.

Now, how do we pay for it? We, along with all other Counties in Florida, receive annually from the Bureau of EMS a non-competitive grant that is funded by a portion of the traffic fines collected in our County. We usually receive \$4,000 to \$12,000 each year. I have held onto these funds from the last 2 years to be used to help purchase another used ambulance in the event we did not receive a grant to either purchase a new one or remount an old one.

I have \$15,059.54 from these grants and if we get the same \$4,000 this year as last year, I will only need to find about \$3,000 out of this year's budget and less if the County EMS Grant comes in higher. I have the funds in my equipment line of the EMS budget no matter what the next County Grant comes in at.

I respectfully request that you allow me to move forward with this purchase so that we may replace our sickest ambulance with a healthier one.

Respectfully,

Chief Mark Matthews

**ITEM 5(d): REDISTRICTING ATTORNEY
SERVICES**

Bryant Miller Olive

Attorneys at Law
101 North Monroe Street
Suite 900
Tallahassee, FL 32301
Tel 850.222.8611
Fax 850.222.8969
www.bmolaw.com

July 26, 2012

T. Buckingham Bird, Esq.
Bird & Sparkman, P.A.
65 East Dogwood Street
Monticello, Florida 32344

Re: **Special Counsel Budget for litigation in Presley v. Jefferson County
Case No. 12-111CA**

Dear Mr. Bird:

Thank you for the opportunity for the Firm to assist Jefferson County in responding to and defending the above-referenced lawsuit arising out of the County's redistricting decisions. This is an intriguing case dealing with construction of the statutes governing redistricting and the County's authority to adopt and abide by its own procedural rules.

Upon our hiring, we immediately met with County staff to obtain all the relevant facts, compile documents and completely research the issues involved. This included research into the County's redistricting efforts following the 2000 Census and the subsequent discovery of erroneous data. We reviewed the Commission's meeting minutes, and, as the Commission does not keep minutes of workshops, we listened to the audio of the workshops conducted on the redistricting efforts. Our efforts culminated in filing a thorough Response to the Complaint for the court, on which we coordinated with the Jefferson County School Board to ensure consistency of positions. Further, we appeared before Judge Sheffield to make the County's arguments and respond to arguments of the Petitioners. While the judge originally assigned to the case did not resolve the issues, the result has been to maintain the status quo of the County's Commission district lines.

As we discussed via phone earlier this week, the Firm's efforts on behalf of the County have exceeded the \$10,000 figure you cleared with the Commission initially. As you recall, we initially discussed a budget of \$15,000 to \$20,000 for the entire case. Now, the case remains pending, a new judge has been assigned and the parties are expected to file responses anew and appear again for argument on August 10.

Paula Sparkman, Esq.

July 26, 2012

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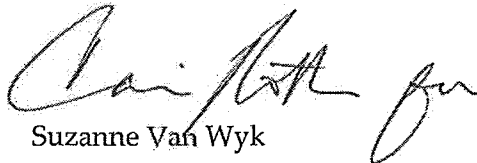
The Firm excels in client service and intends to provide the best possible representation for the County. However, we should be compensated fairly for the representation. We are prepared to discount some of our billed attorney time but cannot complete the project for \$10,000. Given the complexity of the issues involved and the approach taken by the court, we must ask you to revisit the budget decision. Please discuss with the Commission the proceedings in this case, our efforts thus far, and our request for an increase in fees. We propose an overall fee cap amount of \$25,000.

As you know, I have accepted a position as an Administrative Law Judge beginning August 1, 2012 and will be leaving the Firm at that time. Tom Drage, in the Firm's Orlando office, will be taking the lead in the case. Mr. Drage has been co-counsel on this case from the outset and, as former Orange County Attorney, has significant expertise in matters of redistricting and county government law generally. We will make every effort to keep our costs down, including charging no attorney time for Mr. Drage's travel between Orlando and Monticello. We also will not bill for any time involved in fully transitioning this case to Mr. Drage.

We appreciate the opportunity to continue to assist the County in this matter. Please let me know the outcome of your discussions with the Commission and I will draft an addendum to the engagement agreement.

Sincerely,

BRYANT MILLER OLIVE P.A.



Suzanne Van Wyk

**ITEM 5(e): LETTER OF AGREEMENT W/
HARRELL NUT COMPANY/CAMILLA FOODS**

DRAFT

LETTER OF AGREEMENT

COMES NOW, **JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**,

(hereinafter referred to as "Jefferson County"), as Grantor and **CAMILLA FOODS, INC.**, (hereinafter referred to as "Camilla Foods"), as Grantee and agrees as follows:

1. Jefferson County will convey to Camilla Foods a ten (10) acre, more or less tract of land, (hereinafter referred to as "property") in its Industrial Park located South of Monticello, Florida.
2. This conveyance will be a grant (no cost) from Jefferson County with a current market value of \$110,000.
3. Jefferson County agrees to provide access to an off site storm water facility.
4. Camilla Foods agrees to the following:
 - A. To provide and maintain a minimum of fifty (50) full time employees in the operations of its pecan shelling and handling business to be located on this property, within a twenty-four (24) month period of time from the date of this agreement and further to maintain this level of employment for a five (5) year period.
 - B. To maintain this business as an active operation for a minimum of ten (10) years from this date and if not will reimburse Jefferson County for its initial grant of \$110,000.00.
 - C. If Camilla Foods sells or leases any or all of the property, then it will reimburse Jefferson County for its grant of \$110,000.00.

The Parties are entering into this Agreement for the purpose of creating an active long term business operation, that will provide meaningful employment that will be mutually beneficial to the Parties.

DATED this _____ day of _____, 2012.

**JEFFERSON COUNTY BOARD OF
COUNTY COMMISSIONERS**

HINES BOYD, Chairman

CAMILLA FOODS, INC.

**COVENANTS AND RESTRICTIONS FOR
JEFFERSON COUNTY INDUSTRIAL PARK**

WHEREAS, Jefferson County, a political subdivision of the State of Florida (hereinafter referred to as "County"), is the owner of certain real property located wholly within the geographical limits of the County and more particularly described as follows:

See attached Exhibit "A" for legal description.

WHEREAS, the County desires to place certain covenants and restrictions on the property and thereby restrict the future use and development thereof for a period of time as hereinafter set forth; and

WHEREAS, the County intends to give notice to all persons and parties of these covenants and restrictions by recording them in the public records of the County;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the County, for itself and its grantees, successors and assigns, does hereby restrict the use, as hereinafter provided, of the property, and does hereby place upon the property the following covenants and restrictions to run with the title to same, and the grantee or grantees in any deed conveying any lot or lots, parcels or tracts, within the property or any portions thereof, and all other persons or parties acquiring title in any manner shall be deemed, by acceptance of such deed, deeds or title, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with and be bound by all such covenants and restrictions as hereinafter set forth, to-wit:

1. **PRIMARY INTENDED USE.** Property shall be used primarily for industrial, manufacturing, warehousing, distribution or commercial offices purposes only. Retail sales of merchandise or services shall not be permitted except where incidental to the primary use.

2. **PROHIBITED USES.** The following uses are specifically prohibited:

Residential;
Commercial incineration;
Junk and salvage yards, auto wrecking;
Trash and garbage dump sites;
Outside storage unless screened by walls, fences or landscaping as may be adequate to screen stored materials and equipment from general view. Front setback area shall not be used for storage of materials. Further, large trucks, mobile homes, campers, vans, trailers or boats shall not be stored on the property;
Manufacture of explosives;
Meat packing/processing plants, stock and slaughter yards, rendering plants;
Pulp and paper mills;

Fertilizer and food plants and fertilizer mixing establishments;
Foundries;
Mining and fill removal;
Any other uses not in conformity with the primary intended use set forth above, unless specifically approved by the County;

The County reserves the right, in its sole discretion, to prohibit any use of the property that may cause objectionable noise, vibration, odor or environmental site pollution.

3. REQUIRED CONDITIONS. The buildings or uses permitted on the property shall comply with the following conditions:

Setbacks - 20 feet of right-of-way of public street or any property line. For setback purposes, construction on 2 or more lots shall be treated as 1 lot.

Minimum Lot Width – Each lot shall have a minimum lot width of 150 feet measured along the front setback line.

Maximum Building Coverage – The total first-floor area of all structures shall not exceed 80% of the total lot area.

Landscaping – Owner or lessee shall landscape that portion of the property between the structures and the property line of abutting streets and shall remove debris and other unsightly materials from the remainder of the property. Owner or lessee shall maintain said landscaping in a safe, clean and attractive condition. No trash or debris shall be permitted to exist on any portion of the property and owner or lessee shall be responsible for maintaining their portion of the property and buildings in an attractive condition at all times.

Off-Street Parking – No parking or loading shall be permitted on any *public* street or road, or at any place other than paved parking or loading areas in accordance with Jefferson County Land Development Regulations.

4. CONSTRUCTION AND APPEARANCE. All buildings shall conform to applicable building codes and standards and health and zoning regulations. In addition, the following standards shall apply:

All exterior walls shall be of masonry or metal construction or of such other materials as may be considered by the County to be of similar strength, fire resistance, durability and appearance. Additionally, facades facing the street and/or entrance side of the structure shall be finished with face brick, stucco, granite or other durable materials which shall provide an aesthetically attractive facade.

Walls or fences shall be compatible with the décor of the building

No accessory or temporary buildings shall be permitted without written approval by the County Building Department.

All garbage containers, oil tanks, bottled gas tanks, if above ground, must be screened by walls, fences and/or landscaping as may be adequate to screen such items from view from areas outside of the lot boundaries.

No owner or lessee shall allow anything to be done on the property which constitutes a public or private nuisance.

5. PERFORMANCE STANDARDS.

All activities shall be conducted only in structures which conform to the standards of the National Fire Protection Association concerning a plant operation, storage of explosive raw materials, fuels, liquids and finished products.

There shall be no excessive emission of smoke, fumes, gases, dust, noise or odors. In any event, all activities creating such emissions shall comply with all applicable local, state and federal environmental laws, rules and regulations.

The discharge of untreated industrial wastes into a stream or open or closed drain is prohibited. All methods of sewage and industrial waste treatment and disposal shall comply with all applicable local, state and federal health and environmental laws, rules and regulations. No onsite disposal of liquid or solid waste shall be permitted on the property.

No onsite wells or septic systems shall be allowed on the property, except with the prior written consent of the County. All uses on the property shall be required to connect to and utilize available public utilities and pay the cost thereof.

All plans for natural drainage and surface water run-off must be approved by the County and other applicable local and state governing bodies.

6. SIGNAGE. Each separate lot may have 1 free-standing sign which is an accessory to the business conducted on the premises. Said sign shall be in conformance with the County's existing sign regulations. Additionally, each tenant conducting business within the Industrial Park shall utilize panels in the County's illuminated sign at the entrance to the park and shall coordinate the design and installation of said panel with the County Building Department. The cost of design and installation of the tenant panel shall be borne by the tenant.

7. APPROVAL OF PLANS AND SPECIFICATIONS. Plans and specifications for all construction projects shall be subject to approval by the County Building Department.

8. OPTION TO RE-PURCHASE. All conveyances by the County of any portion of the property shall be subject to the County's option to re-purchase if, by no later than 24

months from the recording of the deed of conveyance, a facility is not constructed and the operation of a business has not commenced. The consideration for said re-purchase shall be the original purchase price, regardless of appreciated value. The County may, in its sole discretion, extend the construction period to a date not later than 36 months from the date of recording of the deed of conveyance. A written request for such extension must be made at least 60 days prior to expiration of the initial 24-month period.

9. **UTILITY EASEMENTS.** All conveyances by the County shall be subject to a perpetual easement for utilities, in favor of the County and its successors and assigns, on that portion of the property described in a deed of conveyance which is within 20 feet from every perimeter property line. The rights under said utility easement shall include the right (1) to install, replace, construct, re-construct, repair, maintain and operate any object or thing necessary for the conducting and maintaining of utilities on, above, under, through and across said easement; (2) to cut, trim, spray and otherwise control the growth of all trees, shrubbery and plant life located on the easement; (3) of ingress and egress across the easement; and (4) to license, permit or otherwise agree to the use of the easement by any other persons or entities for these purposes.

10. **SUBDIVISION AND PARTITION RESTRICTIONS.** Subsequent partition and/or conveyance of any parcel is prohibited, except by written consent of the County.


11. **ENFORCEMENT.** These covenants and restrictions shall be enforced as provided by the Land Development Code of Jefferson County, Florida.

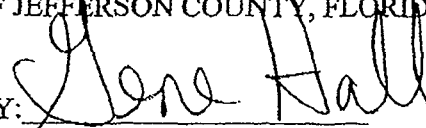
12. **AMENDMENT/TERMINATION.** These covenants and restrictions may only be amended by the County.

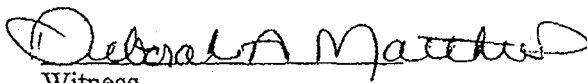
IN WITNESS WHEREOF, the undersigned have caused these Covenants and Restrictions to be executed this 30th day of June, 2009..


Signed, sealed and delivered
in the presence of:

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA


Witness
J. NICHOLAS FLYNN
Print or type name

BY: 
GENE HALL
Chairman


Witness
Deborah A. Matthews
Print or type name

ATTEST: 
Kirk Bradley Reams
Clerk

STATE OF FLORIDA

COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 30th day of June, 2009, by Gene Hall, Chair of the Board of County Commissioners of Jefferson County, Florida, on behalf of said board, and who is personally known to me.



Stephanie M. Footman
Notary Public, State of Florida
My Commission Expires: _____

**ITEM 5(g): SOLID WASTE ASSESSMENT
REDUCTION PROPOSED RESOLUTION**

RESOLUTION NO. 1-080212-01

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS ESTABLISHING SOLID
WASTE ASSESSMENT FEES

WHEREAS it is the intent of the Board to establish Solid Waste Assessment fees that represent the current cost of operating the Board's Solid Waste Program, and

WHEREAS the Board has accumulated a surplus in the Solid Waste Trust Fund, and

WHEREAS the surplus exceeds the monies required to fund reasonable operating cost and long term capital expenditure needs of the Solid Waste Department, together with a reasonable reserve, and

WHEREAS much of the surplus in this fund has been accumulated using Solid Waste Assessment fees, grant funds, and other sources of revenue, and

WHEREAS residential customers are supplementing the cost of solid waste services to certain commercial customers:

THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA THAT:

1. The Board shall establish a fee structure that charges commercial customers a supplemental usage and pick up fee based on the amount of solid waste each customer generates.
2. The base solid waste assessment annual fee for the 2012-2013 fiscal year for residential customers shall be reduced to \$170.00 per residential customer.
3. The base solid waste assessment annual fee for the 2012-2013 fiscal year for commercial customers shall be \$170.00 per commercial customer plus a usage fee based on the amount of solid waste generated by and picked up from the commercial customer. A schedule of commercial usage fees shall be determined by the Board.
4. A commercial customer who generates less than an average of one cubic yard of solid waste per week and who does not desire onsite pickup may request to be designated a Small Commercial Customer and may pay only the base solid waste assessment fee for commercial customers. Such designation shall be made in writing and at the discretion of the Solid Waste Director.
5. During the budget process, but no later than August 15, preceding each fiscal year, the Board shall review the Solid Waste Assessment fees and may make adjustments to meet the intent of this resolution.

RESOLVED this 2nd day of August 2012.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

BY: _____
Kirk Reams, Clerk

BY: _____
Hines Boyd, Chairman
(As approved by the Board on August 2, 2012)