



AGENDA

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

August 10, 2021

COMMISSION MEETING ROOM

9:00 AM

CALL TO ORDER

Invocation and Pledge of Allegiance
Approval of Agenda

I. RECOGNITIONS, RESOLUTIONS, & PRESENTATIONS

II. REPORTS AND REQUESTS

1. Consent Agenda Items
 - a) Request: Pay Bills - Finance
 - b) Request: Approve Fire Rescue Accounting Adjustments in the amount of \$41,158.31 -Chief Brunner, Fire Rescue
2. Request: Board approval to expend \$4,708.38 from Law Enforcement Automation Funds for emergency repairs to the Sneads repeater and microwave - **Jeff Johnson**, JCSO – **Pg. 5**
3. Request: Board approval of expenditure of rollover Library State Aid funds for upgrades at Marianna and Graceville Libraries - **Deborah Hynes**, Library Director – **Pg. 9**
4. Request: Board approval and authorization for the Chairman to sign the Clinical Affiliation Agreement between JCBOCC (Fire Rescue) and Tallahassee Community College - **Chief Brunner**, Fire Rescue – **Pg. 33**
5. Request: Board approval to purchase stretchers and tools on contract for ambulances under the State of Florida DOT Financial Assistance Grant - **Chief Brunner**, Fire Rescue – **Pg. 39**
6. Request: Board approval of Change Order for Southern Blvd. Paving Project to extend working days - **Rett Daniels**, Interim Public Transportation Director – **Pg. 45**
7. Request: Board discussion and recommendation to award contract 2021-23 for Autism Building Renovations - **David Melvin**, DHM – **Pg. 49**

III. PUBLIC HEARING

IV. COMMUNITY DEVELOPMENT

1. Introduction of Code Enforcement Officer - **Wendy Schlesinger**, Director – **Pg. 63**
2. Request: Set a public hearing to extend a Development Agreement for Waste Management- **Wendy Schlesinger**, Director – **Pg. 67**
3. Request: Set a public hearing for Jackson County Road and Bridge Office Facility- **Wendy Schlesinger**, Director – **Pg. 69**
4. Request: Board review and set a public hearing for Road Abandonment ordinance - **Wendy Schlesinger**, Director – **Pg. 71**
5. Request: Board review and set a public hearing for the Film and Motion Photography Ordinance - **Wendy Schlesinger**, Director – **Pg. 75**
6. Request: Board review of Floodplain Ordinance amendment and set a public hearing - **Wendy Schlesinger**, Director – **Pg. 91**

7. Request: Board review of the Recreational Vehicle ordinance and set a public hearing - Wendy Schlesinger, Director – Pg. 115

V. OTHER MATTERS/MATTERS OF THE PUBLIC

AGENDA ITEM # 6302022-759
AGENDA DATE: 8/10/2021

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Finance

SUBJECT: Request: Pay Bills - Finance

Background: Add details related to your item here to thoroughly describe your request to the Board. Commissioners rely on this when reviewing the agenda prior to the meeting.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Finance

Reviewed By: Brigitte Rehberg

Recommendation:

Potential Motion: I move to approve and authorize the Chairman to sign.

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

FROM: Fire and Rescue

**SUBJECT: Request: Approve Fire Rescue Accounting Adjustments in the
amount of \$41,158.31 - Chief Brunner, Fire Rescue**

Background: Fire Rescue accounting adjustments are required to comply with participating provider agreements such as Medicare, Medicaid, Blue Cross, Tricare, VA, Dept. of Corrections or any other entity agreement which do not cover billed charges 100%. Adjustments must be made for the difference between billing and allowed amounts.
The non-contractual adjustments are the portion of patient responsibility of co-insurance and copays which have not been collected through billing efforts and collection efforts. Even though these adjustments are made for accounting purposes, these items still remain in the Credit Bureau and could be collected at a later time,

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Fire and Rescue

Reviewed By: Brigitte Rehberg

Recommendation: Accept

Potential Motion: I move to approve Fire & Rescue adjustments as submitted.



Accounting Adjustments - \$ 46,749.56

Courtesy	-0-
Bad Debt:	46,749.56
Add Back:	-0-

Medicare:	\$	0.00
Medicaid:		0.00
Insurance Contractual:		0.00
(Blue Cross, Tricare, VA Corrections, Hospital, W/C Victims' Comp)		
Bankruptcy		
Add Back:		0.00

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Jackson County Sheriff Office

SUBJECT: Request: Board approval to expend \$4,708.38 from Law
Enforcement Automation Funds for emergency repairs to the
Sneads repeater and microwave - Jeff Johnson, JCSO

Background: Sheriff Edenfield is requesting \$4,708.38 in Automation funds for
emergency repairs made to the Sneads repeater and microwave as a
result of a lightning strike.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Jackson County Sheriff Office

Reviewed By: Sarah Sun
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to approve the request to expend Automation funds in the
amount of \$4,708.38 and authorize the Chairman to sign.

JACKSON COUNTY SHERIFF'S OFFICE

DONALD L. EDENFIELD

SHERIFF

JACKSON COUNTY

P.O. Box 919

Marianna, FL 32447



Office: 850-482-9624

Dispatch: 850-482-9648

Administration: 850-482-9664

C.I.D.: 850-482-9664

FAX: 850-482-9017

07/26/2021

Board of County Commissioners
Jackson County
Marianna, Florida 32448

RE: Law Enforcement Automation Funds Request

Gentlemen:

The Jackson County Sheriff's Office is requesting payment in the amount of \$4,708.38 from Law Enforcement Automation Funds for emergency repairs made to the Sneads repeater and microwave as a result of lightning damage.

If approved, please issue a check to Mobile Communications America and forward to the Sheriff's Office for distribution.

Respectfully,

A handwritten signature in blue ink, appearing to read "SKS", written over a horizontal line.

Sarah K. Sun
Director of Administration
Jackson County Sheriff's Office



Mobile
Communications
America

MOBILE COMMUNICATIONS AMERICA, INC.
232 Ross Clark Circle
Dothan, AL 36303
Phone: 334-794-3777
Fax: 334-793-5349

INVOICE

754002484-

Page 1

Date: 07/22/2021

Bill To:

Jackson County S.O.
PO BOX 919
Marianna, FL 32447

Ship To:

Jackson County S.O.
PO BOX 919
Marianna, FL 32447

Customer #: 7508610		SalesPerson: 3551	PO# :	Terms: NET 30 DAYS	
Quantity	Item	Description	Unit Price	Amount	
2	FT-HR-T1	FIELD TECH LABOR PER HOUR TIER1 7-16-21. Tested repeater and microwave. Apparent lightning damage. Replaced POE and netgear 8 port switch. Brought repeater to shop for evaluation.	135.00	270.00	
1	576813	POE SURGE PROTECTOR	152.25	152.25	
1	*MISC-NONSTOCK	8 Port Gigabit Ethernet Switch	57.13	57.13	
1	590512	AC POE W/ GBE INTERFACE RW-9921-1012	84.00	84.00	
1	AAR10QCGANQ1AN	SLR 5700 403-470M 1-50W	3875.00	3875.00	
2	FT-HR-T1	FIELD TECH LABOR PER HOUR TIER1 Install replacement repeater.	135.00	270.00	

RECEIVED

JUL 23 2021

FINANCE

Remit To:

MOBILE COMMUNICATIONS AMERICA, INC.
PO BOX 1458
CHARLOTTE, NC 28201

Subtotal: \$4708.38

Tax: \$0.00

Total Due: \$4708.38

Verified By:

Capt. Jeff Johnson

Date:

07/22/21

Thank you for doing business with us.

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TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Library

SUBJECT: Request: Board approval of expenditure of rollover Library State Aid funds for upgrades at Marianna and Graceville Libraries - **Deborah Hynes**, Library Director

Background: Chief Financial Officer advised me of an accumulation of state aid funds. I contacted Envisionware pricing for RFID self-check system, self-service payment and checkout kiosk, self-service document delivery system for printing, copying, scanning, faxing, etc., and tablet check-out station. These products will be installed at both library branches. The systems include security gates that provide an alert when an unchecked item passes through the gate. Because these products are cloud based, any repairs, updates, and/or upgrades are pushed from the Envisionware headquarters and require minimal or no input or labor from the county's IT staff. Bear in mind that the County will not provide any funds for this purchase. The funds for this purchase have already been awarded to Jackson County Library System through the Florida State Aid to Libraries grant.

Previous Action: None

**Amount of Funds to Be
Expended or Requested:** \$41,935.00
\$69,475.35

Source of Funds: Library State Aid Funds
Library State Aid Funds

Originating Office: Library

Reviewed By: Deborah Hynes
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to approve the library's request for the Envisionware purchase and authorize the Chairman to sign.

ADDENDUM CONTAINING ADDITIONAL TERMS FOR COUNTY PROCUREMENT OF SERVICES/PRODUCTS

Provider:	<u>EnvisionWare, Inc.</u>
Services/Products Provided:	<u>RFID/eCommerce system for 2 branches</u>
Date of Agreement:	<u>July 15, 2021</u>
Identifying Order/Contract Number:	<u>C011169 - Quote US-63376 and US-64390</u>

THIS IS AN Addendum setting forth additional terms of the agreement between the above Provider and Jackson County, a political subdivision of the State of Florida (“the County”), with respect to the services/products listed above, the agreement identified by date and order/contract number (if applicable) stated above (“the Agreement” consists of the above-mention agreement, Provider’s End User License Agreement), this addendum, and all final bid and procurement specifications and documents). The Parties (the Provider named above and the County) agree that the Agreement shall be subject to all of the terms and provisions of this addendum (which are incorporated by reference into the Agreement). In the event of any conflict between the provisions of this addendum and the Agreement, the terms of this addendum shall control for all purposes.

Termination. The County shall be entitled to terminate the Agreement with or without cause, for its convenience, or in the event that funding for the services/products set forth in the Agreement is withdrawn by the County in the exercise of its governmental discretion. The termination shall be effective as stated in a termination notice given by the County with at least thirty (30) calendar days’ notice. In the event of such termination, the County shall pay for the services/products provided through the effective date of termination, but shall owe no additional compensation or damages of any kind. Provider waives any claim for any other amounts or any damages. The County may also terminate this Agreement upon the giving of thirty (30) business days’ written notice of breach of the Agreement by Provider and Provider’s failure to cure the breach within such thirty (30) business days. In addition, without limiting the foregoing, any misrepresentation or failure by Provider to disclose a material fact, including (but not limited to) Provider’s licensure, equipment, manpower, and financial resources and financial ability status, whether before or after the date of this Agreement, shall, at the County's option, be grounds for the immediate termination of this Agreement. Provider hereby represents that to the best of its knowledge, there are no financial, legal, or other conditions or matters which would interfere with its ability to fully perform all of its obligations under this Agreement for the full term of this Agreement.

Conditions of bid and procurement. All services/products will be provided in accordance with the specifications and bid items set forth in procurement process (all of the terms and conditions of which are incorporated herein by reference). Provider hereby agrees to provide such services/products in accordance with all applicable law and regulation, including (but not limited to) all regulations and restrictions imposed by the County.

Independent Contractor. For all purposes under this Agreement and otherwise, Provider and Provider’s employees shall be deemed independent contractors and not employees of the County. The County will not withhold or pay any state or federal income tax (either any employer's or

employee's portion), social security tax, Medicare/Medicaid tax or assessment, group or individual medical, dental and life insurance coverage, sick pay, vacation pay, personal leave, unemployment compensation (or insurance for such), or workers compensation (or insurance for such) for Provider or for any of Provider's employees. Provider and Provider's employees waive absolutely any right of recovery against the County or its officers, employees, or insurers for any of the above-mentioned benefits or for any other matter, other than compensation due to Provider as set forth in this Agreement.

No assignment. Provider shall not be entitled to and shall not assign or subcontract any of the Provider's duties or obligations hereunder or the services/products without the prior written consent of the County, which consent shall not be unreasonably withheld, delayed, or conditioned, and any such assignment or subcontract in violation hereof shall be void as against the County, provided that, notwithstanding the foregoing, Provider may assign, transfer, or convey this Agreement to a purchaser or acquirer of substantially all the business assets of Provider so long as such purchaser or acquirer agrees to assume all obligations of Provider under this Agreement. Any attempted assignment or subcontracting in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to Provider.

Notice to County. Any notice to a party shall be deemed made on the day personally delivered in writing (by hand delivery, fax, or email) or five business days after mailing by certified or registered mail, postage prepaid (if to the County, to County Administrator at 2864 Madison Street, Marianna, FL 32448; with a copy to Michelle Blankenship Jordan, County Attorney, 1512 Highway 90, Chipley, FL 32428, fax to (877) 208-3898, email to service@blankenshipjordanpa.com) and if to Provider, to the contact information contained in the Agreement.

No Implied Waiver or Amendment. The County shall not be deemed to have waived the enforcement or breach of any provision the Agreement, whether or not recurring, unless such waiver is approved by the governing body of the County in open, public session. Any amendment to the Agreement will be effective only if in writing and signed by the Chairman of the Board of County Commissioners after approval in an open, public meeting and by the Provider.

Severability. The invalidity or unenforceability of any provisions of the Agreement will not affect the validity or enforceability of any other provision.

Interpretation. The defined terms and paragraph titles used herein are for convenience only and do not limit the contents of this Agreement. When applicable, the use of the singular form of any word shall mean or apply to the plural, and the masculine or feminine or neutral gender as the case may be.

Indemnification by Provider. Provider agrees to indemnify the County (and the County's commissioners, officers, employees, and attorneys) and hold all of them harmless from and against and pay the cost of defense of any and all of them against any and all damages, claims, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, repair work, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees, paralegal charges and expenses), arising out of or related to, directly or indirectly, Provider's performance of or failure to perform Provider's services/products under this agreement. This indemnification shall apply whether the claim or occurrence happened or began prior to, during, or after any services/products provided by Provider. The scope of this

indemnification shall include, but not be limited to, any and all claims of Provider (except those arising out of a breach of this Agreement by the County) or of any other person, firm or corporation. The County remains responsible to the extent of and subject to the limitations provided by Florida law for the acts and omissions of its employees and agents. Nothing in the Agreement shall be deemed a waiver of the County's rights or immunities under Fla. Stat. Section 768.28.

Provider's Insurance. Provider agrees to maintain in full force and effect public and professional liability insurance in the minimum amount of \$1,000,000 during the term of this Agreement or any extension hereof, and to furnish copies of each certificate of insurance to the County at any time on request by the County.

No Other Promises. The Agreement, consisting of the Agreement (which includes Provider's End User License Agreement), this addendum, and all contract and bid documents, is the entire agreement of the parties with respect to the subject matter hereof. There are no promises, representations or warranties, other than those set forth expressly herein. This Agreement is not intended to and shall not be construed to effect any waiver of any immunity accruing under law to the County, or to create any rights or benefits in favor of any other person, firm or corporation or any other third party beneficiary. No duty or obligation imposed hereunder shall be deemed to run in favor or for the benefit of any person, firm or corporation, other than the parties hereto.

Public Records.

(a) IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Name: _____
Phone: _____
Email Address: _____
Mailing Address: _____

(b) Provider shall comply with the Florida Public Records laws. In particular, the Provider shall, unless waived in writing by the County:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the County.

4. Upon completion of performance under the Agreement, transfer, at no cost, to the County all public records in possession of the Provider or keep and maintain public records required by the County to perform the service. If the Provider transfers all public records to the County upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
 5. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Provider with the terms, conditions, obligations, limitations, restrictions and requirements of the Agreement and such right shall extend for a period of three (3) years after any termination of the Agreement.
- (c) Failure to provide the public records to the public agency within a reasonable time may subject the Provider to penalties under s. 119.10 and s. 119.0701(4), Florida Statutes.

Provider Confidential Information. Provider represents that its some or all of its product contains proprietary information and trade secrets of Provider. Accordingly, to the full extent permissible under applicable law and subject to the express terms of this provision, the County agrees to treat the identified product as confidential. In order to be treated as confidential, any material submitted to the County that Provider contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida statutes Chapter 119 **must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT-TRADE SECRET"**). In addition, Provider must, simultaneous with the submission of any trade secret material, provide a sworn affidavit from a person with personal knowledge attesting that the trade secret materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for the same. In the event that a third party submits a request to the County for records designated by Provider as trade secret materials, the County shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Provider. Provider shall indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgment and liabilities of any kind, including attorney's fees, litigation expenses and court costs relating to the non-disclosure of the trade secret materials in response to a public records request by a third party. Notwithstanding anything in this Addendum or the Agreement, any action taken by the County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, shall not constitute a breach of the Agreement.

Ownership of Product. Provider hereby acknowledges that the documentation, materials, or intellectual property specifically identified in an order form or statement of work as being custom-developed and expressly stated are to be owned by or assigned to County (collectively, the "Work Product") are works which have been specially commissioned by the County and are "work made for hire" for the County, and further that the County shall own all right, title, and interest therein. The County shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between the County and Provider,

only the County shall have the right to obtain a copyright registration on the same which the County may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, the County is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. To the extent Provider does not own such Work Product as a work made for hire, Provider hereby assigns, transfers, releases and conveys to the County all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

Choice of Laws; Forum Selection. The Agreement shall be governed in all regards by Florida law, without regard to conflicts or choice of laws principles. Any action, claim, counter-claim, or third party complaint brought by Provider or the County with respect to, related to, or arising in any way out of the Agreement or the services/products provided shall be brought exclusively in state court in Jackson County, Florida. The Provider agrees to submit to the jurisdiction of such court over the Provider for any such action or claim.

Executed effective the date first stated above.

Provider: EnvisionWare, Inc.

Jackson County, Florida

By: Michael J. Monk

Its: CEO

By: _____
_____ Chairman

19851074_4.docx

Bill To

Jackson County Public Library
 Marianna Branch
 2929 Green Street
 Marianna FL 32446
 United States

TOTAL

\$41,935.00

Quote Expires: 9/20/2021

Federal EIN	Currency	Terms	Sales Rep
58-2424595	US Dollar	Net 30 Days	Mullins, Pamela
Quotation Title		Memo	
LDS, TS, and MPS Budgetary Quote			

Qty	Item / Description	Ship To	Unit Price	Amount
	020-CONTRACT1-US US CUSTOMER SUPPLEMENTAL CONTRACT INFORMATION <i>*This quotation/order confirmation/invoice is an exhibit of Contract # C011169</i> <i>*The contract service level is: [***Platinum***]</i> <i>*Quoted rates for Professional Services time for future projects or cost overruns is \$150 per hour for customers under maintenance.</i> <i>*Quoted rates for Time and Materials support or Professional Services is \$195 per hour for customers not under Gold, Platinum or PlatinumPLUS maintenance.</i> <i>*Expense day rates are: \$975 for the first day of any week and \$250 for additional days. These rates may apply to requests for extension of days onsite for any project and provide flat fees for travel and related expenses.</i> <i>*** Above prices do not include any applicable taxes ***</i>	Marianna Branch		
	Description No installation, except MPS, is included on this quote. Installation of these items will be done as part of a single project along with RFID & SSC items quoted separately on quote # 64390. Joint installation assumes that all items are installed within the same timeframe and on-site is done as a single trip for all items except RFID tagging.	Marianna Branch		
1	TS-6(A) BS EnvisionWare Tablet Station - 6-Tablet Model System consists of the Tablet Base Station with software, 6 Samsung Galaxy 10.1 Tablets with Secure Tablet Enclosures, first year SaaS Cloud Management Subscription and hardware warranty. ++Purchase commits to a 3-year subscription.	Marianna Branch	\$13,965.00	\$13,965.00

Qty	Item / Description	Ship To	Unit Price	Amount
1	TS-6(A) BS <i>EnvisionWare Tablet Station - 6-Tablet Model</i> <i>System consists of the Tablet Base Station with software, 6 Samsung Galaxy 10.1 Tablets with Secure Tablet Enclosures, first year SaaS Cloud Management Subscription and hardware warranty.</i> <i>++Purchase commits to a 3-year subscription.</i>	Graceville Branch	\$13,965.00	\$13,965.00
1	LDS Bundle: Complete System (Dual)-U (E) <i>LIBRARY DOCUMENT STATION (LDS) DUAL PACKAGE: 21.5-inch Display; Rev E; 11X17 Bookedge Scanner; 9.5"X118" Double-sided sheetfeed scanner</i> <i>Scan to email, smartphones, tablets, USB, Google Drive, network, searchable PDF and Word files, TIFF, JPEG and PNG files. Print via LPT:One print management and and locally configured printers. Scan to Fax is incorporated and includes the first 250 pages per system per month. Charges are incurred over 250 pages. System includes:</i> <i>* All-In-One 21.5" Touch Screen Computer and Software</i> <i>* 11" x 17" (279.4 x 431.8mm) LED Book Edge Scanner</i> <i>* Next Day Advance Replacement</i> <i>----- REQUIRES -----</i> <i>+ LPT:One 4.8 and higher for copies when integrating with LPT:One</i> <i>+ RJ-45 LAN connection to Internet</i> <i>----- OPTIONS -----</i> <i>+ Photo Scanner, Overhead Scanner</i> <i>+ EnvisionWare Coin and Bill Acceptor + Automatic Document Feeder</i> <i>+ OCLC Article Exchange/ILLiad Software</i> <i>+Authentication module</i> <i>+ Cloud Storage options</i> <i>+ USB Dock</i> <i>+ EnvisionWare eCommerce ServicesLDS Faxing</i> <i>Options: Unlimited Faxing (Default)</i>	Marianna Branch	\$5,495.00	\$5,495.00

Qty	Item / Description	Ship To	Unit Price	Amount
1	LDS Bundle: Complete System (Dual)-U (E) LIBRARY DOCUMENT STATION (LDS) DUAL PACKAGE: 21.5-inch Display; Rev E; 11X17 Bookedge Scanner; 9.5"X118" Double-sided sheetfeed scanner Scan to email, smartphones, tablets, USB, Google Drive, network, searchable PDF and Word files, TIFF, JPEG and PNG files. Print via LPT:One print management and and locally configured printers. Scan to Fax is incorporated and includes the first 250 pages per system per month. Charges are incurred over 250 pages. System includes: * All-In-One 21.5" Touch Screen Computer and Software * 11" x 17" (279.4 x 431.8mm) LED Book Edge Scanner * Next Day Advance Replacement ----- REQUIRES ----- + LPT:One 4.8 and higher for copies when integrating with LPT:One + RJ-45 LAN connection to Internet ----- OPTIONS ----- + Photo Scanner, Overhead Scanner + EnvisionWare Coin and Bill Acceptor + Automatic Document Feeder + OCLC Article Exchange/ILLiad Software + Authentication module + Cloud Storage options + USB Dock + EnvisionWare eCommerce ServicesLDS Faxing Options: Unlimited Faxing (Default)	Graceville Branch	\$5,495.00	\$5,495.00
SUBTOTAL Hardware				\$38,920.00
SUBTOTAL for Hardware				
1	LPT-MPS-4YR-U SUBSCRIPTION (4-Year Prepaid) MobilePrint Service(tm) - Print from virtually any patron device via App, Email or Custom Web Portal. Pick up at LPT:One Print Release Terminals. No additional hardware required. - Licensed by the number of Buildings or Job Queue Engines, whichever is greater. ++ REQUIRES LPT:One EnvisionWare Print Management v4.9+	Graceville Branch	\$2,315.00	\$2,315.00
1	LPT-MPS-PS ENVISIONWARE PROFESSIONAL SERVICES FOR MOBILEPRINT SERVICE(tm). A consultant will setup your your MobilePrint spots. Basic training will be provided. The consultant will also explain the marketing materials available in the Customer Center.		\$0.00	\$0.00
Subtotal				\$2,315.00
SUBTOTAL for Subscription				



Quotation

US-63376

6/21/2021

Subtotal \$41,235.00

Discount

Freight \$700.00

Total Tax \$0.00

PST-CA

Total \$41,935.00

Annual maintenance and subscription starting in year 2: **\$5,047.55**

Freight charges are estimated; actual charges will be billed.

Send your purchase order or email confirmation to:

EMAIL: orders@envisionware.com | **FAX:** +1 678.382.6501

Standard terms and conditions apply: <http://system.envisionware.com/terms>



Bill To

Jackson County Public Library
 Marianna Branch
 2929 Green Street
 Marianna FL 32446
 United States

TOTAL

\$69,475.35

Quote Expires: 10/18/2021

Federal EIN	Currency	Terms	Sales Rep
58-2424595	US Dollar	* 5 0 % D e p B a l - 3 0 Services-Accept	Evans, Ken
Quotation Title		Memo	
RFID/ECS Systems for 2 branches			

Qty	Item / Description	Ship To	Unit Price	Amount
	020-CONTRACT1-US US CUSTOMER SUPPLEMENTAL CONTRACT INFORMATION <i>*This quotation/order confirmation/invoice is an exhibit of Contract #C011169</i> <i>*The contract service level is: ***Platinum***</i> <i>*Quoted rates for Professional Services time for future projects or cost overruns is \$150 per hour for customers under maintenance.</i> <i>*Quoted rates for Time and Materials support or Professional Services is \$195 per hour for customers not under Gold, Platinum or PlatinumPLUS maintenance.</i> <i>*Expense day rates are: \$975 for the first day of any week and \$250 for additional days. These rates may apply to requests for extension of days onsite for any project and provide flat fees for travel and related expenses.</i> <i>*** Above prices do not include any applicable taxes ***</i>	Marianna Branch		
	Description ***** RFID tags and tagging *****	Marianna Branch		
40,500	RFID-TAG-U *2x3BL SLIX2 RFID TAG - RECTANGULAR - BLANK LABEL - Ultra-Read Rectangular, R1 Adhesive, Rolled Out, Printable Matt paper face - Antenna: 45x76 mm/1.77x2.99 inches AL SLI*x*2 1024 bit - Lifetime Warranty ** PACKAGE: 4 rolls of 1,500/roll typical **	Marianna Branch	\$0.135	\$5,467.50



Qty	Item / Description	Ship To	Unit Price	Amount
1	PS-RFID-ISV <i>RFID INITIAL SITE VISIT for new RFID Libraries for Training, Pre-Installation and a Site Survey</i> <i>Introduction to RFID, Encoding/Tagging/Technical Services Training, Encoding System Setup and Site Survey "</i> <i>Includes services and first day travel expense.</i>		\$1,975.00	\$1,975.00

Subtotal \$7,442.50

Description

 RFID equipment

3	RFID Staff Station (*DeskPadS#) <i>RFID STAFF & TECH SERVICES STATION HW/SW PACKAGE includes DeskPad shielded RFID Antenna/Reader kit with USB cable, ferrites and mounting hardware plus RFID Software Suite. Suite integrates with circulation clients and provides encoding/query application.</i> <i>##REQUIREMENTS##</i> <i>USB and power connection</i> <i>Windows PC with network connection</i> <i>Native circ client integration: Polaris: RFID API Sierra: Item Status API Symphony: No added requirement</i> <i>Semi integration: All other ILS platforms</i>	Marianna Branch	\$590.00	\$1,770.00
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2	RFID Staff Station (*DeskPadS#) <i>RFID STAFF & TECH SERVICES STATION HW/SW PACKAGE includes DeskPad shielded RFID Antenna/Reader kit with USB cable, ferrites and mounting hardware plus RFID Software Suite. Suite integrates with circulation clients and provides encoding/query application.</i> <i>##REQUIREMENTS##</i> <i>USB and power connection</i> <i>Windows PC with network connection</i> <i>Native circ client integration: Polaris: RFID API Sierra: Item Status API Symphony: No added requirement</i> <i>Semi integration: All other ILS platforms</i>	Graceville Branch	\$590.00	\$1,180.00
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Qty	Item / Description	Ship To	Unit Price	Amount
3	RFID-GATE 3D-WA-U 1-Wide Aisle TRANSPARENT RFID GATE WITH RADAR PEOPLE COUNTER - EXTRA WIDE AISLE WIDTH Two pedestals support a single aisle width of 63 inches/1600mm. <i>High accuracy, multi-dimension detection; Transparent Acrylic blends with every decor; auto-tuning; Visual and Audible alarms plus Ethernet integration to Branch Manager software. Internal radar technology people counter for directional accuracy.</i> Lead time: 6 weeks	Marianna Branch	\$6,695.00	\$20,085.00
1	RFID-GATE 3D-WA-U 1-Wide Aisle TRANSPARENT RFID GATE WITH RADAR PEOPLE COUNTER - EXTRA WIDE AISLE WIDTH Two pedestals support a single aisle width of 63 inches/1600mm. <i>High accuracy, multi-dimension detection; Transparent Acrylic blends with every decor; auto-tuning; Visual and Audible alarms plus Ethernet integration to Branch Manager software. Internal radar technology people counter for directional accuracy.</i> Lead time: 6 weeks	Graceville Branch	\$6,695.00	\$6,695.00
1	SSC-X11-KVTS#-BK-BK (**USD) 3T MX915 v4 (N) X11 Vending Kiosk (Network Capability) - Software Included w/ Terminal Mount 21.5" Touch Screen Display Windows 10 Pro Integrated High Capacity Receipt Printer 1D/2D Smartphone-ready barcode scanner DeskPad RFID Reader/Antenna Next Generation Vending Control System - Copy Payment-ready Coin Acceptor Bill Validator 10 ft Ethernet Cable / 6 ft Power Cord OneStop Self Service Circulation Software RFID Software Suite Verifone MX915 Credit Card Terminal Mount	Marianna Branch	\$8,695.00	\$8,695.00
1	ECS-SelfServ T915-Y SUBSCRIPTION (Annual): Verifone Terminal, PAYware GATEWAY Transactions, Interface, for unlimited transactions / month for 12 months on POINT platform ** Subscription term: 3 year commitment. Full balance of term payable for early termination. ** ** Lead Time: 10 weeks	Marianna Branch	\$496.00	\$496.00

Qty	Item / Description	Ship To	Unit Price	Amount
1	ECS-T915-POINT HWTI <i>ZERO COST INTERNAL terminal hardware tracking item.</i>	Marianna Branch	\$0.00	\$0.00
ECS PWC Terminal Processors: Processor Not Listed				
1	SSC-X11-CPS#-BK-BK <i>X11 Countertop - Portrait Display Software Included 21.5" Touch Screen Display Windows 10 Pro Integrated Receipt Printer 1D/2D Smartphone-ready barcode scanner DeskPad RFID Reader/Antenna 10 ft Ethernet Cable / 6 ft Power Cord OneStop software RFID Software Suite</i>	Marianna Branch	\$4,500.00	\$4,500.00
1	SSC-X11-KVTS#-BK-BK (**USD) 3T MX915 v4 (N) <i>X11 Vending Kiosk (Network Capability) - Software Included w/ Terminal Mount 21.5" Touch Screen Display Windows 10 Pro Integrated High Capacity Receipt Printer 1D/2D Smartphone-ready barcode scanner DeskPad RFID Reader/Antenna Next Generation Vending Control System - Copy Payment-ready Coin Acceptor Bill Validator 10 ft Ethernet Cable / 6 ft Power Cord OneStop Self Service Circulation Software RFID Software Suite Verifone MX915 Credit Card Terminal Mount</i>	Graceville Branch	\$8,695.00	\$8,695.00
1	ECS-SelfServ T915-Y <i>SUBSCRIPTION (Annual): Verifone Terminal, PAYware GATEWAY Transactions, Interface, for unlimited transactions / month for 12 months on POINT platform</i> <i>** Subscription term: 3 year commitment. Full balance of term payable for early termination. ** ** Lead Time: 10 weeks</i>	Graceville Branch	\$504.00	\$504.00
1	ECS-T915-POINT HWTI <i>ZERO COST INTERNAL terminal hardware tracking item.</i>	Graceville Branch	\$0.00	\$0.00
ECS PWC Terminal Processors: Processor Not Listed				
Description ***** <i>eCommerce software for payment F&F)</i> *****		Marianna Branch		

Qty	Item / Description	Ship To	Unit Price	Amount
1	ECS-SelfServ Bldg [1st] ENVISIONWARE ECOMMERCE SERVICES SELF SERVICE WEB AND TERMINAL SYSTEM [1st Building] Software for Web, Kiosk Transactions and Terminal-based payment. Payment methods include cash, vending, accounts and credit cards. Web can be used by patrons for fine payment and account revalue. Terminals can be integrated with OneStop Self Checkout stations, Self Service Kiosks (Launch Command), Library Document Station, Print Release Terminals, Polaris Staff Clients and Polaris ExpressCheck. + Required: Windows server and SSL certificate. + Required for Millennium and Sierra: EW PTS and III Fines Payment Web Service (118FP-WS) +Card Terminal subscriptions are quoted separately	Marianna Branch	\$1,995.00	\$1,995.00
1	ECS-SelfServ Bldg [Addl] ENVISIONWARE ECOMMERCE SERVICES SELF SERVICE WEB AND TERMINAL SYSTEM [Additional Building] For libraries with more than 1 building add 1 license per building after the first. (There is a maximum of 14 additional buildings/15 total). +Card Terminals optional	Graceville Branch	\$695.00	\$695.00
1	ECS-SelfServ PW-WEB-Y SUBSCRIPTION (Annual) WEB-based PAYware Connect Gateway with Secure Payment Page . 1000 transactions per month. **For each transaction over 1000, there will be a \$0.05 charge**ECS PWC Web Only Processors: Processor Not Listed	Marianna Branch	\$176.40	\$176.40
Subtotal				\$55,486.40

Description	Marianna Branch

Installation Services	

Qty	Item / Description	Ship To	Unit Price	Amount
2	PS-PM-BLDG ENVISIONWARE COLLABORATIVE PROJECT SERVICES -- PER BUILDING * Includes installation of all products ordered or guidance to install items as part of a single project/trip on a per building basis. EnvisionWare generally installs management or host components and trains customers in the deployment of Client modules. * A Statement of Work (SOW) will be developed collaboratively which defines the responsibilities of EnvisionWare and your staff and includes consulting services, planning, installation, training and acceptance criteria. ++ This price does not include any of the fixed travel costs (Continental US) or billed expenses (Outside USA) items when onsite services are requested.		\$1,000.00	\$2,000.00
1	PS-EXPFF-U 1st Day ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - First of Every Five Days Onsite. No partial days.		\$975.00	\$975.00
3	PS-EXPFF-U Additional Day ENVISIONWARE PROFESSIONAL SERVICES - FLAT FEE FOR EXPENSES - Additional Days After First. Maximum (4) additional days before an additional First day is required.		\$250.00	\$750.00
SUBTOTAL Services SUBTOTAL for EnvisionWare Professional Services				\$3,725.00

Subtotal \$66,653.90

Annual maintenance and subscription starting in year 2: **\$7,828.10**

Discount

Freight charges are estimated; actual charges will be billed.

Send your purchase order or email confirmation to:
EMAIL: orders@envisionware.com | **FAX:** +1 678.382.6501

Freight \$2,821.45

Standard terms and conditions apply: <http://system.envisionware.com/terms>

Total Tax \$0.00

PST-CA

Total **\$69,475.35**

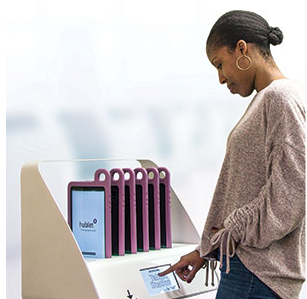


Hello,

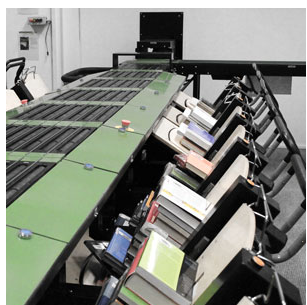
I'm emailing in regard to the recent ARPA funding that has been made available to libraries. At EnvisionWare, we work closely with thousands of libraries to provide solutions to support library staff and patrons. As the pandemic has changed library needs and requirements for reopening, we've been able to customize and assist with these new requirements.

I would love to set up a time to chat about our solutions to see how they may be useful to you and your libraries. I'd also be happy to talk through how we can help with grant applications and easing purchasing requirements through partners with state contracts. Please let me know if you'd like to set up a short meeting.

The following solutions support patrons expanded access to technology and library resources and also facilitate safer handling of materials for staff and patrons through self-service and automated returns.



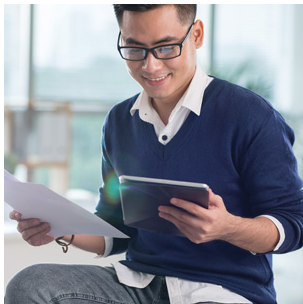
Tablet Station: The Emergency Education Connectivity Fund offers 100% reimbursement for the cost of the tablets. The Tablet Station, powered by Hublet, provides self-service access to tablets for patrons to access digital content that is pre-loaded by the library. The content can be customized by patron type and includes educational apps, access to newspapers, e-magazines and e-books and audiobooks. Patrons return the device to the docking station and their data is automatically cleared without the need for staff assistance for safer handling. This video provides information to [learn more](#).



Automated Materials Handling (AMH): EnvisionWare, in partnership with Lyngsoe Systems, offers automated materials handling, including a COVID sorting solution that is ideal for safe processing of returns. To help staff minimize contact with the Virus, libraries can keep track of returns by bin or tote and hold for processing until the materials are safe to touch. Watch this recent webinar on our COVID sorting solution to [learn more](#).



Reservations for Computers, Printing, Rooms and More: With unemployment at a record high, library computers, devices, and room spaces will be heavily utilized for job seeking and workforce development as libraries reopen. Our new Reservation software enables patrons to set a designated reservation time so people don't have to wait, limiting their time in the library and the proximity to others while waiting. Watch this webinar to [learn more](#).



Mobile Printing and Self-service Scanning: Our MobilePrint Service™ is ideal for patrons who prefer to work outside of public spaces but need a printing solution for resumes, school work, or personal printing. With MobilePrint, patrons can print from anywhere using smart phones, tablets, or personal computers and then stop by the library briefly to pick up the printouts without the need for staff assistance. For patrons who need to scan but want to limit contact with staff, our Library Document Station™ offers a self-service solution for that as well. Watch these videos to learn more: [Mobile Print](#) and [Library Document Station](#).



Self-service Checkout and RFID: Self-service checkout limits staff contact and enables patrons to keep a safe distance from one another. EnvisionWare's OneStop™ self-checkout software is designed to work on existing library hardware or our hardware options. We also offer a full suite of RFID solutions to facilitate faster, safer checkout and return processing. Watch this webinar on Self-checkout and RFID to [learn more](#).



24-Hour Library™: The 24-Hour Library is an ideal self-service solution for expanding library services throughout your community without the cost of building a branch. Collections can be targeted underserved areas to community members with diverse geographic, cultural and socioeconomic backgrounds to support community needs. The 24-Hour Library can also serve as a wireless hotspot to expand Internet access in your communities.

For information on how libraries around the country are leveraging the 24-Hour Library view this booklet to [learn more](#).

EnvisionWare CEO and co-Founder Mike Monk formed the company almost 20 years ago with a single purpose – to create innovative, self-service and efficiency solutions that enhance library services and empower patrons. This mission continues to be the driving focus of EnvisionWare today, backed by a commitment to ensure that every library, regardless of size, receives the highest level of customer service and support.

Customer Focused

EnvisionWare customers have a direct link to the entire management and executive team to provide feedback on the company's service and solutions. This open dialogue with customers enables EnvisionWare to provide solutions to enrich public library services and discover new ways to help libraries enhance services to their communities.

Trusted by Over 10,000 Libraries Worldwide

Great libraries want to expand services to the public, offer new programs, provide higher levels of service, and find innovative ways to deliver solutions. EnvisionWare strives to be part of this process with our customers at over 10,000 libraries worldwide.

QUICKVIEW OF
ENVISIONWARE PRODUCTS

This integrated product line provides a consistent and intuitive user experience, while also making it easier for staff to install and maintain products through a single vendor partner.



Computer Access & Reservation
Control



Print Management



Scanning, Copying & Faxing



RFID Solutions



Self-service Checkout



Automated Materials Handling



24 Hour Library



Payment Solutions



Analytics



Utility Applications

SINGLE SOURCE PURCHASE JUSTIFICATION/REQUEST

The term “single source” means that a commodity can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 08/04/2021 **PR No:** **Requestor:** Deborah Hynes **Phone No:** 850-482-9631

Department/Division: Library

Item Description: Envisionware software/hardware upgrade, including an RFID self-check system, self-service payment and checkout kiosk, self-service document delivery system for printing, copying, scanning, faxing, etc.

Vendor: Envisionware

Vendor's Address: 1960 Satellite Blvd.
Suite 4100
Duluth, GA 30097

Vendor's Telephone No: **Point of Contact:** Michael J. Monk

Sole Source Justification (Use additional paper if necessary)

Envisionware can add all of the named features by upgrading the existing software platform already utilized at the library. These products will be installed at both library branches. The systems include security gates that provide an alert when an unchecked item passes through the gate. Because these products are cloud based, any repairs, updates, and/or upgrades are pushed from the Envisionware headquarters require minimal or no input or labor from the county's IT staff. Thus, we deem Envisionware a single source vendor.

Check One:

- ☒ The item is available only from one vendor (sole source justification is attached).
- ☐ Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

Deborah Hynes

08/04/2021

Requesting Department Director Signature
(or authorized Designee)

Date _____

REVIEW BY PURCHASING DEPARTMENT

Purchasing Department Comments:

Reviewed by Procurement Officer and IT staff.

Karlyn Tidwell Digitally signed by Karlyn Tidwell
Date: 2021.08.05 13:30:01 -05'00'

08/05/2021

OMB Director Signature

Date

Approved: ☒

Disapproved: ☐

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TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Fire and Rescue

SUBJECT: Request: Board approval and authorization for the Chairman to sign the Clinical Affiliation Agreement between JCBOCC (Fire Rescue) and Tallahassee Community College -Chief Brunner, Fire Rescue

Background: This is a request for board approval and authorize the Chairman to sign the Clinical Affiliation Agreement between JCBOCC (Fire Rescue) and Tallahassee Community College (TCC). This agreement will allow students enrolled in the EMT and Paramedic program at TCC to complete clinicals hours with Jackson County Fire Rescue. There is no cost to this agreement. This agreement has been reviewed and approved by legal.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Fire and Rescue

Reviewed By: Charlie Brunner
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to approve the Clinical Affiliation Agreement between JCBOCC and Tallahassee Community College and authorize the Chairman to sign.

TALLAHASSEE COMMUNITY COLLEGE AFFILIATION AGREEMENT FOR CLINICAL TRAINING

This agreement is made and entered into by and between The District Board of Trustees of Tallahassee Community College, hereafter referred to as "TCC" and Jackson County Board of County Commissioners, hereafter referred to as "the Affiliate."

This agreement is for the following program(s):

- EMT and Paramedic Program

1. GENERAL PROVISIONS

- A. The primary purpose of this agreement is to provide direction for both parties regarding their affiliation and working relationship in providing quality clinical educational experiences at the Affiliate for TCC students. This includes TCC faculty/staff supervising, assisting, and teaching TCC students at the Affiliate.
- B. Tallahassee Community College does not discriminate against any person on the basis of age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran status, or other protected class in its programs and activities.
- C. This agreement shall not act to grant TCC any authority in the operation of the Affiliate's facility.
- D. No student, faculty member or other TCC employee furnished pursuant to this agreement shall be considered an agent or employee of the Affiliate. No decision made pertaining to this agreement by the Affiliate shall be deemed to affect any employment opportunity of any student, faculty member or employee of TCC.

2. RESPONSIBILITIES OF TCC

- A. TCC agrees that all students and faculty assigned to the Affiliate will comply with all applicable - background screening requirements of the Florida statutes and the Affiliate as well as any required drug screening test.
- B. TCC will encourage students and faculty to comply with the established policies and practices of the Affiliate including compliance with all federal legislation and regulations.
- C. TCC agrees that all program participants will meet all the clinical requirements of the Affiliate, in a manner approved by the Affiliate, prior to their participation in the clinical experience at the Affiliate.
- D. In case of illness or injury while participating in the program at the Affiliate, TCC student participants shall be responsible for arranging for their medical care and/or treatment if necessary, including transportation. In no event shall the Affiliate nor TCC be financially or otherwise responsible for said medical care and treatment. In the event that a student is exposed to infectious disease or injured during a clinical experience, the policies and

protocols for post-exposure or injury follow-up set by the institution where the exposure occurred will be used. The student will assume responsibility for any costs incurred.

- E. TCC shall instruct all students assigned to the Affiliate regarding the confidentiality of records and patient data that a student may have access to or knowledge of during the clinical educational experience.
- F. TCC agrees to employ qualified registered professionals to serve in faculty/employee positions who shall be responsible for determining the philosophy and objectives of the program and developing the curriculum. TCC agrees that the faculty/employees under the program shall be responsible for the following:
 - (1) Selecting patient assignments in cooperation with the Affiliate's personnel.
 - (2) Supervising students in their learning experiences at the Affiliate.
 - (3) Ensure students' dress in accordance with the appropriate uniforms required by TCC and the Affiliate.
 - (4) Planning for concurrent related instruction, both informal and formal classroom instruction, as needed to meet the objectives of the program during the regular school day.
 - (5) Maintaining individual records of class and clinical instruction, and evaluation of student competency and health.
 - (6) Preparing clinical rotation plans for services to be used for experience and securing the approval of the plan from the Affiliate's designee prior to the commencement of the educational program in the Affiliate's facilities. TCC agrees that before any major changes shall be made in the plans, they will be discussed with the Affiliate's designee and that such changes will not be effected until such times as they shall be approved by the Affiliate's designee.
- G. TCC agrees that the Affiliate may at any time request a student or faculty/employee, whose conduct or work with patients or personnel of the Affiliate is not in full accord with the Affiliate's rules and regulations or standards of performance, be withdrawn from the Affiliate's facility or premises. Such request by the Affiliate shall be made to TCC's Dean of Healthcare Professions and shall include the reasons for the withdrawal request. Affiliate's officials and TCC's Dean of Healthcare Professions will discuss the matter, and students' continuing status in the clinical education experience will follow TCC policy.
- H. Students shall be selected for the program by TCC faculty/employees. In no event shall the Affiliate be required to have an excess of students in any area of its facility. This number shall be determined by the TCC's Dean of Healthcare Professions and the Affiliate's designee.
- I. In the event the Affiliate requires physical examinations or clinical tests for students or faculty participating in the program, TCC shall require compliance by the students or faculty members, the results of which, upon request, shall be made available to the Affiliate.
- J. TCC agrees to be solely responsible for all salaries, taxes and insurance including Worker's

Compensation of its own personnel, agents, employees and students.

- K. TCC shall have sole responsibility for its students and faculty. TCC shall carry and keep in force professional liability insurance in amounts not less than \$1,000,000 per claim, up to an aggregate amount of \$3,000,000, which shall provide coverage for the activities of the students and faculty while at the Affiliate's facility. Upon written request of the Affiliate, TCC shall provide proof of insurance by submission of a certification of insurance to the Affiliate.
- L. TCC is a public entity entitled to the privilege of sovereign immunity except to the extent it has been waived by Section 768.28, Florida Statutes. Subject to § 768.28, Florida Statutes, TCC shall defend, hold harmless and indemnify the Affiliate, its officers, employees and agents, from and against any and all suits, demands, claims, damages, losses, costs, attorney's fees or expenses of any kind for which the Affiliate may incur by reason of the activities of TCC, its students and personnel at their facilities. TCC's obligation to indemnify Affiliate shall not apply to loss, injury, death or damage to persons or property arising by reason of Affiliate's negligence, either in whole or in part, and/or the negligence of its officers, employees and agents. Nothing in this indemnity provision shall be construed to require TCC to indemnify or insure the Affiliate for the Affiliate's negligence or to assume any liability for the Affiliate or the negligence of its employees, officers or agents.

3. RESPONSIBILITIES OF THE AFFILIATE

- A. The Affiliate agrees to share in the responsibility for the education of TCC students through the cooperation and assistance of the appropriate healthcare staff with the faculty/employees of TCC.
- B. The Affiliate agrees to make available to faculty/employees and students under the program, facilities and clinical services for planned learning experiences in patient care which are deemed necessary to the training program of the students.
- C. The Affiliate will make every effort to provide conference and/or office space with adequate light and ventilation for use by faculty/employees of TCC and students, if possible. Such conference and/or office space shall include a telephone conveniently located for use by faculty/employees of TCC.
- D. The Affiliate agrees to make available to faculty/employees and students under the program the use of all equipment essential in the collection of data and the provision of care to patients such as computers, equipment used to complete patient assessments, and library facilities which are presently in existence.
- E. The Affiliate agrees to include faculty/employee members of the program in the Affiliate's staff meetings when policies to be discussed will affect or are related directly to the program.
- F. The Affiliate agrees that the instruction under the program shall be given during Monday through Sunday school days, when possible, except regular holidays as provided for in the published school calendar as established by TCC. The Affiliate agrees that the division and arrangement of time with reference to theoretical and clinical learning experience shall be determined by the faculty/employees of TCC and shall be based upon the needs of the students for specific learning experiences required to meet the objectives of the educational program.

- G. The Affiliate agrees to retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Affiliate and its care, direct and indirect, of patients.

4. RESPONSIBILITIES OF TCC AND THE AFFILIATE

- A. The number of students to receive instruction in the clinical area at any given time will be determined by mutual agreement of the faculty/employees and the Affiliate's designee prior to the commencement of the educational program within the Affiliate's facilities.
- B. TCC and the Affiliate agree that they will never act, or represent that they are acting, as agent of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
- C. TCC and the Affiliate agree to cooperate in orientation of students and faculty to the Affiliate's facility.
- D. TCC and the Affiliate agree to work together to maintain an environment of quality clinical learning experiences and quality patient care. At the insistence of either party, a meeting or conference will be promptly held between TCC and the Affiliate representatives to resolve any problems or to develop improvements in the operation of the clinical training program.

5. CONFIDENTIALITY OF PATIENT AND BUSINESS INFORMATION

TCC agrees that it and all faculty and students assigned by it to the Affiliate's facility shall treat all patient, medical and/or Affiliate/physician business information to which it/they become privy as confidential and proprietary to the Affiliate and will not, at any time, directly or indirectly, divulge to any unauthorized person or entity or use for their own personal gain any confidential information acquired by them during the term of this Agreement. TCC and all faculty and students assigned by it to the Affiliate medical facility shall also comply with all applicable laws and regulations concerning the confidentiality and disclosure of medical records and medical information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d through 1320d-8, and any regulations promulgated thereto. The provisions of this paragraph shall survive expiration or termination of this Agreement.

6. THIRD PARTY OBLIGATION

This agreement is made solely for the benefit for the parties thereto, and is not intended to create any third party beneficiaries.

7. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. PARTIES BOUND

This agreement shall apply to and bind the parties hereto, together with their respective heirs, successors and assigns.

9. TOTAL AGREEMENT

This agreement shall supersede all other proposals and negotiations and shall constitute the entire agreement between TCC and the Affiliate.

10. MODIFICATIONS

Any modifications, additions, or deletions from this agreement must be in writing and signed by both parties.

11. TERMS OF THIS AGREEMENT

This agreement shall be effective for the period beginning , and shall continue in effect thereafter unless terminated at any time by the mutual agreement of the parties upon ninety (90) days written notice to the other party, to be effective at the completion of the clinical experience of the current classes assigned to the Affiliate.

This agreement shall continue in effect as written for a period of five (5) years unless one or the other of the parties signifies that certain revisions of content are necessary. No alteration, modification or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties prior to implementation of the alteration, modification or variation.

The parties have executed this agreement as of the day and year first written above.

JACKSON COUNTY BOARD OF COUNTY
COMMISSIONERS
2864 MADISON STREET
MARIANNA, FL 32448

Charles H. Brunner
Fire Chief

Date

James Peacock
Chairman

Date

THE DISTRICT BOARD OF TRUSTEES OF
TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA

Jim Murdaugh, Ph.D.
President

Date

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Fire and Rescue

SUBJECT: Request: Board approval to purchase stretchers and tools on contract for ambulances under the State of Florida DOT Financial Assistance Grant - **Chief Brunner**, Fire Rescue

Background: This is a request for board approval to purchase 2 Stretchers off of Savvik Contract pricing and 2 Hurst tools off of Lake County contract pricing under the State of Florida DOT Financial Assistance Grant for the 2 ambulances that are being built. The total costs of the items are below:

2 Stryker Stretchers - \$37,145.57
2 Hurst Combi Tools - \$23,120.00
Total - \$60,265.57

Previous Action:

**Amount of Funds to Be
Expended or Requested:** \$23,120.00
\$37,145.57

Source of Funds: State of FL DOT Financial Assistance Grant
State of FL DOT Financial Assistance Grant

Originating Office: Fire and Rescue

Reviewed By: Charlie Brunner
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to approve to purchase the 2 Stryker Stretchers on Savvik Contract pricing and 2 Hurst Combi Tools on Lake County Contract Pricing under the State of Florida DOT Financial Assistance Grant.



JACKSON COUNTY FIRE RESCUE- POWER COTS

Quote Number: 10320705

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Version: 1

Prepared For: JACKSON COUNTY FIRE RESCUE

Rep: Jeff Wages

Attn: Charlie Brunner

Email: jeff.wages@stryker.com

brunnerc@jacksoncountyfl.gov

Phone Number: (901) 491-1349

(850) 718-0000

Quote Date: 06/14/2021

**Savvik / RFP number:
2019-05
customer # 27590**

Expiration Date: 09/12/2021

Delivery Address

Name: JACKSON COUNTY FIRE
RESCUE

Account #: 1174220

Address: 2819 PANHANDLE RD

MARIANNA

Florida 32446

End User - Shipping - Billing

Name: JACKSON COUNTY FIRE
RESCUE

Account #: 1174220

Address: 2819 PANHANDLE RD

MARIANNA

Florida 32446

Bill To Account

Name: JACKSON COUNTY FIRE
RESCUE

Account #: 1174220

Address: 2819 PANHANDLE RD

MARIANNA

Florida 32446

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	2	\$18,572.79	\$37,145.57
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty			
1.3	7777881670	2 Yr Bumper to Bumper Warranty			
1.4	6506026000	Power Pro Standard Components			
1.5	6500001430	X-RESTRAINT PACKAGE			
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT			
1.8	6500082000	Knee-Gatch/Trendelenburg			
1.9	6506037000	No Steer Lock Option			
1.10	6092036018	J Hook			
1.11	6506127000	Power-LOAD Compatible Option			
1.12	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.13	6506040000	XPS Option			
1.14	0054200994	No Runner/HE O2			
1.15	6500315000	3 Stage IV Pole PR Option			
1.16	6506012003	STANDARD FOWLER			
1.17	639000010902	LABEL, WIRELESS			



JACKSON COUNTY FIRE RESCUE- POWER COTS

Quote Number: 10320705

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: JACKSON COUNTY FIRE RESCUE

Rep: Jeff Wages

Attn: Charlie Brunner

Email: jeff.wages@stryker.com

brunnerc@jacksoncountyfl.gov

Phone Number: (901) 491-1349

(850) 718-0000

Quote Date: 06/14/2021

Expiration Date: 09/12/2021

#	Product	Description	Qty	Sell Price	Total
1.18	6500128000	Head End Storage Flat			
1.19	6500147000	Equipment Hook			
1.20	6500028000	120V AC SMRT Charging Kit			
1.21	6085046000	Retractable Head Section O2			
Equipment Total:					\$37,145.57

Price Totals:

Grand Total: \$37,145.57

Prices: In effect for 60 days.

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.



3789 62nd Avenue North
Pinellas Park, FL 33781

Quote

Date	06/28/2021
Quote #	QT1484850
Expires	08/31/2021
Sales Rep	Winkler, Thomas P
PO #	
Shipping Method	FedEx Ground

Bill To
JACKSON COUNTY FIRE RESCUE
2411 Commercial Park Drive
Marianna FL 32448
United States

Ship To
JACKSON COUNTY FIRE RESCUE
3555 HIGHWAY 71 N
Marianna FL 32446

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
273049000			eDraulic 2.0 SC 758E2 Combination Tool Package (includes SC 758E2, Charger, and 2 EXL Batteries) Hurst - NFPA cut rating A8 B9 C9 D9 E9 Price quote meets or exceeds the discount required by Lake County contract 17-0606G.	2	11,480.00	22,960.00

Quote prepared by MES Rescue Tool Specialist TOM WINKLER

Please call or email to order: 727-808-5344; twinkler@mesfire.com

Price quote meets or exceeds the discount required by Lake County contract 17-0606G.

Subtotal	22,960.00
Shipping Cost (FedEx Ground)	160.00
Total	\$23,120.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1484850

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AGENDA ITEM # 842022-1076
AGENDA DATE: 8/10/2021

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Road and Bridge

SUBJECT: Request: Board approval of Change Order for Southern Blvd.
Paving Project to extend working days - **Rett Daniels**, Interim
Public Transportation Director

Background: Requesting Board approval of change order for Baxter Asphalt to
extend working days on Southern Blvd. paving project due to delays
in material acquisition and worker shortages.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Road and Bridge

Reviewed By: Daniele McDaniel
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to approve the change order for Baxter Asphalt and authorize
the Chairman to sign.

Change Order

No. 2

Date of Issuance: _____ Effective Date: _____

Project: Southern Blvd Paving Improvements Contract: 446703-1-54-01	Owner: Jackson County BOCC	Owner's Contract No.: Date of Contract: 3/3/2021
Contractor: Baxter's Asphalt and Concrete Inc.		Engineer's Project No.: JAC20SOUTH

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Contract Time Extension

Attachments (list documents supporting change):

NA

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously
approved Change Orders No. _____ to No. _____

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 120

[Increase] [Decrease] from previously approved Change Orders
No. 1 to No. 1:

Substantial completion (days): 40

Ready for final payment (days): 40

Contract Times prior to this Change Order:

Substantial completion (days or date): 130

Ready for final payment (days or date): 160

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 40

Ready for final payment (days or date): 40

Contract Times with all approved Change Orders:

Substantial completion (days or date): 170

Ready for final payment (days or date): 200

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

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TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Administration

SUBJECT: Request: Board discussion and recommendation to award
contract 2021-23 for Autism Building Renovations - **David**
Melvin, DHM

Background: At 2:00pm on July 15, 2021, sealed bids were opened and read aloud by County staff for the Autism Transition Academy Renovations. Thirteen general contractors registered to bid, and four contractors submitted bids. The four bids were fairly close bids. Attached are the bid results.

The low bidder was M&W Construction of Marianna with a total bid of \$1,350,275.00. The bid consisted of renovations to two buildings, Bldg 100 and Bldg 200. The budget for the project is \$900,000 with \$600,000 coming from the Job Growth Grant and \$300,000 coming from the New Market Tax Credit grant. To stay within the budget, we recommend award of renovation of Bldg 200 only, with some exterior facade work on Bldg 100, sidewalk and signage improvements. The interior of Bldg 100 will not be renovated, only Bldg 200. It is anticipated the work will be completed and the building ready for occupancy by February 1, 2022, which is a six-month construction schedule. Attached is a draft construction contract.

Therefore, we recommend awarding to M&W Construction in the amount of \$896,000.00 which includes \$60,787.00 for contingency allowance.

Previous Action:

**Amount of Funds to Be
Expended or Requested:** **\$896,000.00**

Source of Funds: **NMTC / Job Growth Grant**

Originating Office: **Administration**

Reviewed By: **Hunter Potts**
Nicole Bradley
Wilanne Daniels

Recommendation:

Accept

Potential Motion:

I move to approve awarding the contract and authorize the Chairman to sign.

August 4, 2021

Ms. Wilanne Daniels, County Administrator
Jackson County Board of County Commissioners
2864 Madison Street
Marianna, FL 32448

RE: Endeavor Autism Building Renovations – Recommendation for Award
Jackson County, Florida

At 2:00pm on July 15, 2021, sealed bids were opened and read aloud by County staff for the Autism Transition Academy Renovations. Thirteen general contractors registered to bid, and four contractors submitted bids. The four bids were fairly close bids. Attached are the bid results.

The low bidder was M&W Construction of Marianna with a total bid of \$1,350,275.00. The bid consisted of renovations to two buildings Bldg 100 and Bldg 200. The budget for the project is \$900,000 with \$600,000 coming from the Job Growth Grant and \$300,000 coming from the New Market Tax Credit grant. To stay within the budget, we recommend award of renovation of Bldg 200 only, with some exterior façade work on Bldg 100, sidewalk and signage improvements. The interior of Bldg 100 will not be renovated, only Bldg 200. It is anticipated the work will be completed and the building ready for occupancy by February 1, 2022, which is a six month construction schedule. Attached is a draft construction contract.

Therefore, we recommend award to M&W Construction in the amount of \$896,000.00 which includes \$60,787.00 for contingency allowance.

Should you have questions, please feel free to contact me.

Sincerely,



David H. Melvin, P.E.
President

Attachments:

Bid Tabulation
Draft Construction Contract

BID TABULATION

PROJECT: Autism Training Academy Building Renovation

BID DATE: 7/15/2021

TIME: 2pm

LOCATION: Jackson County BOCC 2864 Madison St Marianna, FL 32448

BIDDER AND CONTACT INFORMATION	Addenda 1,2,3	BASE BID
TipTop Construction, Inc 1559 FL GA Hwy Havana, FL 32333 (850) 562-1269 justin@tipstopconstruction.net		
One Day Came, Inc. 1312 E 7th Ave Suite 107 Tampa, FL 33605 (754) 234-6011 ddelancy@onedaycame.com		
Acro Construction, LLC 1700 W 11th St (321) 615-7788 Panama City, FL 32401 (850) 215-0588 liz@acroconstructionllc.com		\$ 1,381,162.00
Winterfell Construction, Inc 1204 Savannah Dr Panama City, FL 32405 (850) 832-6060 tearhamm@gmail.com		\$ 1,509,317.00
ReliantSouth Construction Group 230 W 5th Street Panama City, FL 32401 (850) 481-6207 lee@reliantsouth.com baxley@reliantsouth.com		
J D Adams Enterprises, LLC 801 Unter Den Linden St Fort Meade, FL 33841 (863) 258-7730 idadamsconstruction@msn.com		
Paramount Counstruction Group,FL Div, LLC 107 West 5th St Panama City, FL 32401 (601) 427-5454 x202 courtney@pcgcontracting.com		

Read by:

Nicole Bradley
Mani Richards

Witnessed by:

Date: 7/15/21



1 of 2

BID TABULATION

PROJECT: Autism Training Academy Building Renovation

BID DATE: 7/15/2021

TIME: 2pm

LOCATION: Jackson County BOCC 2864 Madison St Marianna, FL 32448

BIDDER AND CONTACT INFORMATION	Addenda 1,2,3	BASE BID
BNL Construction Services 413 Redbird St Lynn Haven, FL 32444 (850) 899-0896 brooks@bnlconstructionservices.com		
M & W Construction Co Inc 4439 B Franklin St Marianna, FL 32448 (850) 526-2678 mandwconstructioncompany@gmail.com		\$1,350,275.00
BGN Contractors 1901 N East Ave Panama City, FL 32438 (317) 529-9620 ibryant@BGNContractors.com		
RAM General Construction and Dev. Inc. 301 W Platt St Suite 411 Tampa, FL 33606 (813) 816-4429 sharon@ramgcd.com		\$1,400,180.00
Woodlane Company 5186 Woodlane Circle Tallahassee, FL 32303 (850) 562-0491 projectasst@woodlane.co		
Arris General Contractors, Inc (850) 556-3243 j.p.griffin@arrisgci.com		

Read by: _____

Witnessed by: _____

Date: _____

2 of 2



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fourth day of August in the year Two Thousand Twenty-one
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Jackson County Board of County Commissioners
2864 Madison Street
Marianna, Florida 32448
Telephone Number: 850-482-9633

and the Contractor:

(Name, legal status, address and other information)

M & W Construction Co., Inc
P.O. Box 419
Marianna, Florida 32447
Telephone Number: 850-526-2678

for the following Project:

(Name, location and detailed description)

AUTHSM TRANSITIONAL ACADEMY
Endeavor Complex
Marianna, Florida
RENOVATIONS AND REFURBISHMENT

The Architect:

(Name, legal status, address and other information)

Donofrio Architects
2910 Caledonia Street
Marianna, Florida 32446
Telephone Number: 850-482-5261

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Commencement date will be the issuance date of building permits

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Ninety-six Thousand Dollars and Zero Cents (\$ 896,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

Eliminate all work at Building 100

\$485,162.00 deducted from low bid price of \$1,381,162.000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

Owner's Contingency

\$60,787.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

It is hereby agreed that if the work is not substantially completed in accordance with the provisions of the contract documents the contractor shall pay the Owner as liquidated damages for such delay, and not as a penalty, five hundred dollars (\$500.00) for each and every calendar day lapsing between the date fixed for substantial completion, and the date such substantial completion shall have been fully accomplished. This amount shall be deducted by the Owner from the final estimate and shall be retained by the Owner out of monies otherwise due the contractor in the final payment under the Provisions of Article 8, of the General Conditions.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment and Retainage: Final payment (retainage) will be approved for payment only after all the following has been completed:

- a. All warranties and guarantees received. Each to contain waiver of lien. AIA document G706-A (1994)
- b. Record set of drawings received.
- c. Final inspection made, and all items noted on final inspection report completed and/or corrected and letter received from Contractor stating completion and verification of completion by Architect.
- d. Certificate of Final Inspection received from the State Department of Education or U.B.C. inspector, or a certificate of occupancy from the County Building Department and completion and/or correction of all items listed on Certificate.
- e. Receipt of completed Statement of Contract Completion as included in these specifications.

Substantial completion and occupancy of any of the spaces will not warrant reduction in amount of, or payment of, the retain monies.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

☐ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Wilanne Daniels, County Administrator
2864 Madison Street
Marianna, Florida 32448

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Rex S. Wimberly, President
M & W Construction Co
Marianna, Florida

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
C	Cover	April 17, 2021
AS-1, D-1.0 thru D-1.3, A-1.0 thru A-5.1	Architectural	
S-1.0 and S-2.0	Structural	
P-0.1 thru P-2.1	Plumbing	
FP-0.1 thru FP-2.1	Fire Protection	
M-0.1 thru M-3.1	Mechanical	
E-0.1 thru E-15.2 and ED-1.1 and ED-2.1	Electrical	

.6 Specifications

Section	Title	Date	Pages
I	Bidding Conditions	April 17, 2021	14
II	Contractual Conditions		18
III	Technical Conditions		401

.7 Addenda, if any:

Number	Date	Pages
One	July 1, 2021	14
Two	July 12, 2021	4
Three	July 14, 2021	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents: AIA Document A201™-2017 provides that the advertisement or invitation to bid, instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

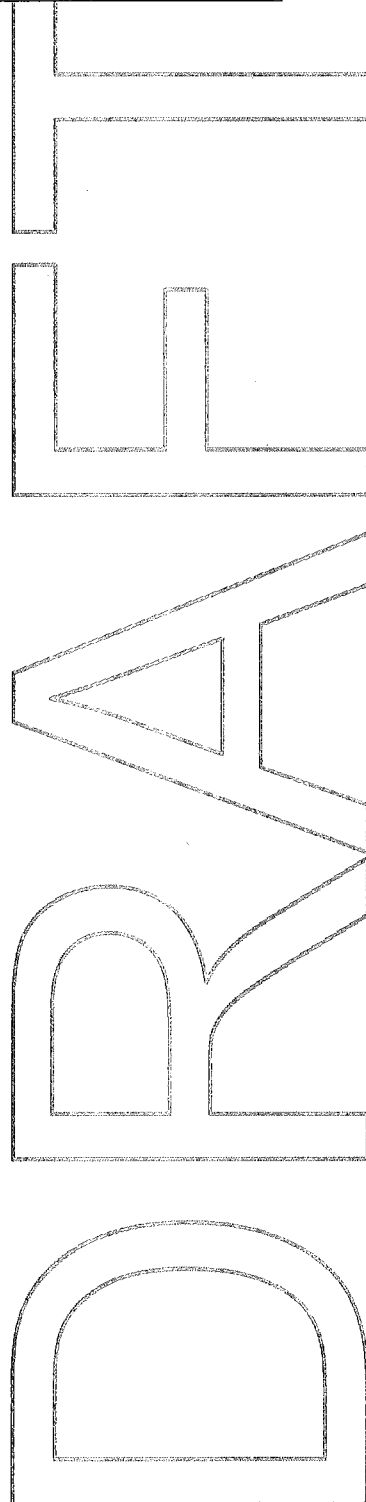
Jim Peacock, Chairperson
Jackson County Board of County Commissioners

(Printed name and title)

CONTRACTOR *(Signature)*

Rex S Wimberly, President
M & W Construction Co., Inc

(Printed name and title)



TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Introduction of Code Enforcement Officer - **Wendy Schlesinger,**
Director

Background: Ms. Jessica Nabors joined the department of Community
Development on June 23, 2021.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Wendy Schlesinger
Nicole Bradley
Wilanne Daniels

Recommendation:

Potential Motion: n/a



CASE REPORT 06/23/2021-08/03/2021

Address of Violation	Description of Violation	Main Status	Case Date	Case #
Butler Road	Camper stored on county right of way.	CLOSED COMPLIANCE	07/26/2021	210041
Neals Landing Road	Overgrown vegetation, various untagged vehicles, and random debris.	OPEN	08/02/2021	210040
Lovedale Road	Various violations, untagged vehicles, trash, and debris.	OPEN	02/06/21 <u>06/23/2021</u>	210016
Sweet Pond Road	Someone living in a shed with no utilities. Trash and appliances on property.	CLOSED COMPLAINCE	06/24/2021	210017
Humming Bird Lane	Violation of required building permits.	CLOSED COMPLIANCE	06/28/2021	210019
Silver Lake North	Several RVs on a residential lot.	OPEN	07/22/2021	210034
Henry Way	Public Dumping	CLOSED	07/12/21	210030
Fairview Road	Rubbish, trash, vehicles, RV's ect.....	OPEN	07/09/2021	210027
Klondike Road	Exterior storage of Junk vehicles	OPEN	07/01/2021	210026
Blocker Road	Exterior storage of junk vehicles	OPEN	06/22/2021	210012

Mckeown Mill Road	Various violation exists on this property	OPEN	07/01/2021	210024
Panhandle Pawn and Gun	Appliances, Junk, Rubbish, Trash, ECT...	OPEN	06/23/2021	210022
No address DELABOSQUE DR	No permits or development orders.	OPEN	08/03/2021	210042

Total Records: 13

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TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Set a public hearing to extend a Development Agreement for Waste Management- Wendy Schlesinger, Director

Background: On November 7, 2019 the Board of County Commissioners approved a Modification to an existing Development Agreement for Waste Management to install one Leachate Evaporator and three additional leachate evaporators in the future. The applicant is requesting a four month extension to the 24-month construction term specified in the Development Agreement. This extension to March 2022 is necessary to accommodate construction delays related to COVID-19 in 2020 and exceedingly high rainfall amounts in 2021.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Amber Barnes
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the extension of an existing Development Agreement for Waste Management for August 24, 2021 at 6:15 PM.



WASTE MANAGEMENT INC. of FLORIDA
Springhill Regional Landfill
4945 Hwy 273
Campbellton, FL 32426

July 15, 2021

UPS Tracking # 1ZWR27020199520699

Jackson County Board of County Commissioners
4979 Healthy Way, Suite B
Marianna, FL 32446
(850) 482-9637

RE: Request for Construction Term Extension of Development Agreement and Order
Authorizing Installation of Leachate Evaporators

Dear BOCC Members:

Waste Management of Leon County, Inc, doing business as Springhill Landfill, is requesting a four month extension to the 24-month construction term specified in Item 2 of the above-referenced Agreement executed on November 7, 2019 between WMIF and BOCC. This extension to March 7, 2022 is necessary to accommodate construction delays related to COVID-19 in 2020 and exceedingly high rainfall amounts in 2021. The construction that was scheduled in 2020 did not occur until 2021 and rain delays in 2021 have pushed the completion schedule into February/March 2022.

If you have any questions or require additional information related to this request, please feel free to call the undersigned at (813) 786-6807, or contact me via email at mlersch@wm.com.

Sincerely,

Michele Lersch
Area Environmental Manager

cc: Rob Iversen, WM Area Gas Operations Manager
Calvin Wilkinson, WM-Springhill District Manager
Stephen Shumaker, APTIM

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Set a public hearing for Jackson County Road and
Bridge Office Facility- Wendy Schlesinger, Director

Background: Request to set a public hearing for a General Development Order to
construct an 8,057 square foot building to be known as Jackson
County Road and Bridge Department Business Offices and
construction of a 6,540 square foot vehicle use area. This project will
be located at 2486 Panhandle Road in unincorporated Jackson
County.

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Amber Barnes
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the Jackson County Road and
Bridge Facility for August 24, 2021 at 6:15 PM.

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Board review and set a public hearing for Road
Abandonment ordinance - **Wendy Schlesinger**, Director

Background: Request: Board review of Road Abandonment Ordinance and to set
a public hearing for September 14, 2021 at 9:15 AM. The changes
restrict abandonment of roads to publicly accessible waters in the
County and includes new legislative text changes effective July 1,
2021 regarding Community Development Districts.

Previous Action: On 1/28/2020 The Board Approved to amend the ordinance to include
text regarding abandonment restrictions at public waterways.

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Brigitte Rehberg
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the Road Abandonment Ordinance
for September 14, 2021 at 9:15 AM.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA PROVIDING FOR THE AMENDMENT OF SECTIONS 74-620, JACKSON COUNTY CODE OF ORDINANCES RELATED TO RESTRICTIONS ON ABANDONMENT OF ROADS, STREETS, OR PUBLIC ACCESSWAY TO PUBLICLY ACCESIBLE BODIES OF WATER; PROVIDING FOR REGULATIONS RELATING TO THE CONVEYANCE OF ROADS, RIGHTS-OF-WAY, AND APPURTENANT DRAINAGE FACILITIES TO COMMUNITY DEVELOPMENT DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREFORE, the Board of County Commissioners of Jackson County, Florida, is authorized by Chapters 125, ~~and 336~~, and 177 of the Florida Statutes to vacate, abandon, close, and discontinue use of publicly owned roads, streets, highways, and other lands intended for similar use, including rights of way ("roadways"); and

WHEREFORE, the Board of County Commissioners has determined that it is in the best interests of the citizens of Jackson County to implement a uniform policy for the closing and abandoning of roadways; and

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Jackson County, Florida, that:

1. Section 74-620 is hereby amended as follows:

- a) This section is enacted pursuant to the provisions of F.S. §§ 125.66 and 336.09 and is enacted for the purpose of establishing procedures for persons to follow in requesting a road closing or abandonment under the provisions of F.S. § 336.09.
- b) Whenever any person, other than the Board of County Commissioners, requests that all or any portion of a street, alleyway, road, highway or other place used for travel be closed and abandoned, the request shall be accompanied by the following before it will be considered by the Board of County Commissioners
 - 1) A pre-application meeting shall be held with the Community Development Director prior to applying for road closing or abandonment.
 - 2) A completed Jackson County Petition for Road Abandonment, requesting the road to be closed and abandoned, identifying the reason for the request, and signed under oath by the person requesting the action. A nonrefundable application fee as established by resolution of the Board of County Commissioners. This fee shall be used to defray the expense of inspecting the road in question, and to pay the costs of advertising for a public hearing.
 - 3) Signed and sealed boundary survey of the area to be vacated with legal description prepared by a Florida licensed surveyor. An unsealed survey

may be accepted only where the roadway is surrounded by a single property owner on three sides and a legal description of the road to be abandoned can be provided.

- 4) Title searches (owners and encumbrances report) for all affected parcels in the proposed road closing or abandonment.
- 5) A list of names and addresses of all parties to the area being petitioned for abandonment.
- 6) A list of names and addresses of all property owners within 300 feet of subject property.
- 7) A location map showing driving directions from the nearest major road to the site.
- 8) Statement from Jackson County Road and Bridge indicating abandonment will not negatively affect access to a public right-of-way.
- 9) Statement from the Jackson County Sheriff's Office indicating abandonment will not negatively affect the public interest.
- 10) Statement from the Jackson County Fire Marshal indicating abandonment will not negatively affect emergency response to any development.

c) No right-of-way, road, street, or public accessway giving access to any publicly accessible waters in the County, shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the County comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the Board of County Commissioners.

e)d) If the requesting party is a Community Development District as provided for in Section 177.107, Florida Statutes, the County shall follow the procedures authorized in that section for conveyance of such roads, rights of way, and appurtenant drainage facilities following abandonment, which are supplemental to this Code and other relevant authority.

2. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the ordinance shall not be affected thereby.

3. EFFECTIVE DATE: This ordinance shall take effect as provided by law.

The foregoing ordinance was adopted by a vote of _____ by the Board of County Commissioners of Jackson County, Florida, after due notice and publication and on motion, second and discussion, in the meeting of _____.

BOARD OF COUNTY COMMISSIONERS

JACKSON COUNTY, FLORIDA
By:

ATTEST:

Clerk/Deputy Clerk

HON. JAMES PEACOCK, CHAIRMAN

DRAFT

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Board review and set a public hearing for the Film and Motion Photography Ordinance - **Wendy Schlesinger**, Director

Background: Request review and set a public hearing for Film and Motion Photography Ordinance on September 14, 2021 at 9:15 AM.

Previous Action: On 6/22/21 the Board reviewed the draft ordinance and tabled for a revision.
On 6/8/21 the Board reviewed the draft ordinance and tabled for a revision.
On 6/7/21 the Planning Commission reviewed the first version of the ordinance and recommended approval.

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Wendy Schlesinger
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the Film and Motion Photography Ordinance for September 14, 2021 at 9:15 AM.

Subdivision 6- Film and Motion Photography Productions

ORDINANCE NO. _____

ORDINANCE RELATING TO FILM AND PHOTO PRODUCTION; AMENDING SECTIONS 74 OF THE CODE OF JACKSON COUNTY, FLORIDA; REGULATING PHOTO PRODUCTION, ESTABLISHING THE DEFINITION OF FILM AND MOTION PHOTOGRAPHY, AND INCLUDING THE REQUIREMENT AND EXCEPTIONS TO OBTAIN A PERMIT; PROVIDING FOR ENFORCEMENT BY REVOCATION OF PERMIT, REMOVAL FROM COUNTY PROPERTY, AND CIVIL PENALTY FOR FAILURE TO OBTAIN A FILM OR PHOTO PERMIT, PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, Jackson County wishes to be a film-friendly community, the Community Development Department offers a permitting process for ¹all film and motion photography productions that take place on County-owned property and public roads in the unincorporated areas of the County.

WHEREAS, to consistently regulate activity in film and photography production of independent commercial for profit persons or film production company in the business of motion photography or production shall film within a publicly owned or controlled site, facility, right-of-way or road within the unincorporated area of Jackson County.

WHEREAS, to reflect the technological advances in film and media, changes to Jackson County's permitting regulations are necessary,

BE IT ORDANED BY THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA:

Sec. 74-622. – Title.

This article shall be known as the Jackson County Film and Motion Photography Productions Ordinance.

Sec. 74-623. – Definitions.

The following terms shall have the following meanings when used in this article, unless a different meaning clearly appears from the context:

Administrator means the duly appointed Jackson County Administrator.

B-roll is supplemental or alternative footage intercut with the main shot and may also be known as, but not limited to B roll, B-reel or B reel.

Board is the Board of County Commissioners.

Breaking news is defined as an event that is currently occurring or developing.

County is the Jackson County Board of County Commissioners local government.

Director is the Director of the Community Development Department.

Summary of Comments on Film Ordinance (2021.05.04 mbj edits)WES072821-JP072021.pdf

Page: 1

 Number: 1	Author: schlesingerw	Subject: Highlight	Date: 7/28/2021 11:05:56 AM
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JP question

Documentary Production is nonfiction film or motion photography intended to document reality primarily for instruction or history.

Drone is a powered, aerial vehicle that does not carry a human operator; uses aerodynamic forces to provide vehicle lift; can fly autonomously or be piloted remotely; can be expendable or recoverable; and can carry a lethal or nonlethal payload.

Film, including still, live or motion picture production whether made on or by film, cinematography, video, videography, digital or any other electronic device used to produce theatrical motion pictures, television and streaming entertainment motion pictures, industrial motion pictures, television commercials, social media, internet-based content, animation or print media regardless of platform.

Handheld devices are film, still, video, digital, or television cameras or other electronic device or equipment which are held in the photographer's or filmmaker's hand and carried with the photographer or filmmaker during the course of photography or filming.

Motion Photography Production, also referred to as *Production*, is still, live or motion picture production whether made on or by film, cinematography, video, videography, digital or any other electronic device used to produce theatrical motion pictures, television and streaming entertainment motion pictures, industrial motion pictures, television commercials, social media, internet-based content, animation or print media regardless of platform.

Production Permit, also referred to as *Permit*, is the permit required by this policy.

Student Production is film or motion photography intended to document reality primarily for education, instruction or history.

Sec. 74-624. – Permit required; exemptions; violation and penalty.

- a. *Required.* Except as provided below, no independent commercial¹ or profit persons or film production company in the business of motion photography or production shall film within a publicly owned or controlled site, facility, right-of-way or road within the unincorporated area of Jackson County without first obtaining a permit.
- b. The Special Use Permit shall be obtained for all production of film and motion photography including but not limited to all types of photography listed in Section 74-623. – Definitions for the persons or company mentioned above including any technological advances in film and media produced following establishment of this ordinance.
- c. The film and motion photography production entity shall not advertise, engage in, participate in, or start any film production until a film and motion photography Special Use Permit has been issued by the Community Development Department.
- d. Permits shall be authorized by the governmental body having jurisdiction over the public site.
 1. Excluded are productions at studios constructed for such purpose and any news production or still photography.
 2. No permit is required by this policy for news productions, still photography, or public service productions; however, all productions shall comply with all permitting requirements and provisions of the Code of Ordinances.

 Number: 1 Author: schlesingerw Subject: Highlight Date: 7/28/2021 11:07:22 AM
JP question
Also questioned "weddings"

3. Educational institutions including students and faculty who do not meet the exceptions below may obtain a film or photo permit free of charge if production is exclusively for educational purposes and the institution provides proof of said purpose.
 4. It shall be unlawful to continue any film production in violation of the suspension or revocation of a permit, and such violation shall be punishable as provided in Chapter 29 of this Code. A citation for violation of this chapter shall not preclude the county from seeking other relief such as injunctive or declaratory relief to enforce the provisions of this chapter.
- e. *Exceptions.* Nothing in this section shall require a permit from:
1. Individuals filming, taking photos, or video recording while using a ¹hand-held camera, one camera on one tripod, hand-held props and/or hand-held equipment with a cast, crew, and personnel size of less than three (3) people who are:
 - a. not asserting exclusive use of County owned or controlled property
 - b. not using prop weapons, fire, pyrotechnics, animals, prop vehicles, stunts, or actors in police uniform
 - c. not requesting parking privileges for production vehicles
 - d. not fighting, whether real or simulated
 - e. not using or projecting noise with profane, vulgar, or indecent language or other language in public that are likely to incite violence or panic
 - f. not creating noise which is frequent, habitual or long, and plainly audible at a distance of one hundred (100) feet from the area where the individual is located
 - ²g. not filming or taking photo at County owned or controlled property subject to contract by a private party
 - h. not simulating the use or sale of drugs
 - i. not otherwise requesting an exemption from the County's rules and regulations or engaging in the conduct that would require an exemption from the County's rules and regulations or use of County owned property.
 - ³2. Employees of print or electronic news media when filming breaking news events whether or not such news media meets the criteria provided in section 1 above. This exception shall not apply to simulations or re-enactments orchestrated by print or electronic news media, prearranged interviews or any scripted content.

Sec. 74-625. – Application for permit.

- a. The permit application shall at a minimum:
 1. identify the applicant
 2. demonstrate the public liability insurance provided by the applicant in the amount established by the Jackson County Board of County Commissioners
 3. identify the number and type of locations to be utilized for filming and photographing and the agencies to provide assistance.
- b. Procedures for the collection of required fees and reimbursements, if any, shall be established through administrative orders in connection with the County locations and departments providing assistance and approval.
- c. The permit shall be granted unless the County designee finds that the proposed film production:
 1. Unduly impedes governmental business or public access; or

Page: 3

 Number: 1 Author: schlesingerw Subject: Highlight Date: 7/28/2021 11:08:59 AM
JP question - Most are hand-held.
WS - a terminology. See definition on page 2 of document.

 Number: 2 Author: schlesingerw Subject: Highlight Date: 7/28/2021 11:10:15 AM
JP - question
WS - parties that may have booked an event on County owned/controlled property.

 Number: 3 Author: schlesingerw Subject: Highlight Date: 7/28/2021 11:11:03 AM
JP - question about "Crime Stoppers"

2. Conflicts with previously scheduled activities; or
 3. Imperils public safety; or
 4. Violates the provision of County ordinances or regulations.
- d. Any person seeking the issuance of a film and motion photography Special Use Permit for the purposes of film and motion photography production shall file an application with the required fee, on forms provided by the county.
1. The application shall be filed not more than 60 days before commencement of production and not less than 30 days before the commencement of production. The application shall be signed, under oath, by an authorized representative of the applicant.
 2. Application for a film and motion photography Special Use Permit shall constitute an agreement by the applicant to pay for extraordinary services provided by the county, including any repairs, renovations and/or landscaping and turf restorations or replacement which is necessitated by virtue of this production. The county may require the posting of a bond sufficient to insure restoration.
 3. Additional applications, fees and permits may be required from, but not limited to Jackson County departments such as Fire Rescue, Public Works, Public Transportation, Sheriff's Office and/or Tourist Development Council; as well as Federal and Florida state agencies, departments and divisions.
 4. The applicant shall execute a hold-harmless agreement in favor of "The Board of County Commissioners of Jackson County, Florida, for the use and benefit of the residents and citizens of Jackson County, Florida," saving, defending, and holding harmless Jackson County, its agents, employees, and representatives, from any claim which arises as a result of the activities of the applicant, its agents, representatives or employees, within the county. Said agreement shall be executed by an individual(s) and/or entity capable financially and otherwise of honoring the terms thereof, and the agreement shall be in a manner and form acceptable to the county and deemed to provide the protection necessary to the county as intended by this section.
 5. Application for a film and motion photography Special Use Permit shall constitute a covenant between the applicant and the county, specifying that the applicant will halt or interrupt filming upon instruction from a uniformed officer of the county sheriff's department. The county may halt such production if in its discretion it perceives that the filming shall cause unreasonable interference with traffic movement, violate the law, or constitute a threat to the public peace, health, safety, or welfare.
 6. A certificate of public liability insurance policy, written by a company authorized to do business in the state, insuring the applicant for the permit against any and all claims and demands made by persons for injuries or damages received by reason of or arising out of operating the project. The certificate of insurance shall demonstrate coverage of not less than \$1,000,000 of damages or injury to one person for bodily injury and not less than \$1,000,000 for damages incurred or claims by more than one person for bodily injury and \$500,000 for damages to property.
 7. A surety bond in the amount of \$10,000.00, made in favor of "The Board of County Commissioners of Jackson County, Florida, for the use and benefit of the residents and citizens of Jackson County, Florida," indemnifying any and all persons with whom the

applicant will conduct business under the temporary permit against any and all losses, damages and claims arising out of or related to any business activities conducted under the permit; provided, that if the applicant demonstrates that the applicant is the current owner of real property within the state subject to execution and levy for judgements, and that the applicant is amenable to service of process within or without the state in an action filed in a Florida court, then such surety bond shall not be required.

Sec. 74-626 – Examination and approval of permit.

Prior to granting the Special Use Permit to an applicant thereof, the Community Development Director will have the application examined and pre-approved by other appropriate departments of the county to insure the protection of the public health, safety, and general welfare.

In addition to all normal concerns of each such department, particular attention shall be given to traffic flow and control, automobile and pedestrian safety, and the effect which such use and activity will have on surrounding users.

The Director may place any appropriate conditions upon the temporary permit to insure the protection of the public health, safety, and general welfare as approved by the Board.

The Special Use Permit application shall be presented to the County regulatory board(s) for review and final approval.

Sec. 74-627. – Approval criteria.

The Department of Community Development shall issue a film and motion photography production Special Use Permit upon the Board's final approval of the application unless one of the following circumstances exists:

- a. The applicant has made a material misrepresentation in the application.
- b. Proposed production will substantially disrupt the peace and quiet of any area of the county.
- c. Proposed production will substantially impact upon traffic within an area of the county.
- d. That the proposed production in any way damages or degrades the image of the county.
- e. That the production fails to comply with any of the criteria as designated under this Code of issuance of the film production Special User Permit, or rules and regulations governing the production.
- f. If the application is for renewal of a permit, that the applicant has violated conditions of the previous permit or ordinances or regulations of the town, [] the conduct of the production.
- g. All department/agencies must render pre-approval before permit is issued.
- h. The Board denies approval of the Special Use Permit application.

Sec. 74-628. – Commercial Activities

- a. No building construction and improvements are allowed unless authorized in writing by Jackson County Community Development and approved by the Board of County Commissioners. No [] buildings or structures, including signs, utility connections, or any improvements, modifications,

Page: 5

 Number: 1 Author: schlesingerw Subject: Inserted Text Date: 7/28/2021 11:15:22 AM
JP - County not town

 Number: 2 Author: schlesingerw Subject: Text Box Date: 7/28/2021 11:16:46 AM

 Author: schlesingerw Subject: Sticky Note Date: 7/28/2021 11:17:30 AM
JP- duplication
WS - remove text and add semicolon.

 Number: 3 Author: schlesingerw Subject: Inserted Text Date: 7/28/2021 11:15:51 AM

or additions to any such buildings or structures,¹ or any paving's, excavations, removal of fill material anywhere on County property or County maintained property.

- ² No activities, such as rides, entertainment, food, or beverage services shall be permitted on the site in conjunction with the operation of the Special Use Permit.

Sec. 74-628 - Denial of film production Special Use Permits; term of permits; and revocation/suspension of permits.

- a. Where the film production Special Use Permit is denied, the applicant shall be notified in writing by certified mail, return receipt requested, of the denial and the reason(s) therefore.
- b. Film production Special Use Permits issued pursuant to this chapter shall be effective for the stated purpose from the date of issuance through the date specified in the permit.
- c. A film production Special Use Permit issued under this chapter may be revoked or suspended for any of the following reasons:
 1. A material false statement contained in the application; or
 2. Failure to comply with applicable federal or state laws and regulations; or
 3. Failure to operate the film production in accordance with such county ordinances, laws, orders, rules and regulations as may be applicable; or
 4. Conducting the film production business or activity in a fraudulent or disorderly manner, or in a manner which endangers the public health, safety, welfare, or in a manner which disrupts the public peace.

Sec. 74-629. – Authority

The County Administrator shall designate individuals who shall be authorized to facilitate and coordinate the use of publicly owned sites within the unincorporated areas of Jackson County for the production of film and motion photography projects. In this regard the designee shall be responsible for:

- a. Establishing by ordinance the criteria for film and motion photography permits issued with regard to sites owned or controlled by the County.
- b. Issuing, denying, or revoking permits pursuant to this section by ordinance.
- c. Coordinating proposed film productions schedules to minimize conflicts and to monitor compliance with applicable rules and regulations of the County and coordinating with the fire/fire rescue department and the Jackson County Sheriff's Office having jurisdiction to determine those services reasonably necessary to protect the life, safety and welfare of the public, as well as property.
- d. Facilitating execution of appropriate permits for the provision of special fire, sheriff's deputy/personnel or other public services as may be required. In connection with these arrangements, the County may collect all necessary fees and deposits on behalf of the County.
- e. Supporting public programs and private initiatives that enhance Jackson County as a location for film production and post-production facilities.
- f. Developing and disseminating a comprehensive listing of all related available resources including but not limited to companies dealing with film production industry and related industries in Jackson County.
- g. Failure to comply with the provisions of this ordinance shall constitute a violation. Each violation shall be deemed a separate offense. Violations of this section may be punished by

Page: 6

 Number: 1	Author: schlesingerw	Subject: Highlight	Date: 7/28/2021 11:18:19 AM
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JP - question

 Number: 2	Author: schlesingerw	Subject: Highlight	Date: 7/28/2021 11:18:53 AM
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JP - questioned why?
WS - Temporary Use Permit may be needed.

revocation of permit, removal from County owned or controlled property, as well as fines and penalties in accordance of Section 74-634.

Sec. 74-630 - Film and Motion Photography filming requirements.

The following requirements will be made of all film productions within the unincorporated area of the county:

- a. A film production permit may authorize filming at more than one location within the unincorporated county limits.
- b. All public roadways shall be kept open at all times unless pre-approved by the application permit and/or the sheriff's office. Parking may be prohibited in the area of filming activity, if, in the opinion of the sheriff, a safety hazard could result.
- c. Waste and refuse disposal, as well as placement of port-o-lets, shall be conducted in the manner directed by the Department of Environmental Health.
- d. Any damage to public property, private property and/or landscape shall be fully remedied at the cost of the permittee.
- e. No filming or any related activity may take place in violation of any applicable federal, state or local law, ordinance or regulation.
- f. Additional restrictions may be placed on commercial filming within the unincorporated limits of the county if the county staff deems it necessary to protect the public health, safety or general welfare of the community, its citizenry, and/or its environment. Such restrictions may include the requirement for use of law enforcement, fire rescue and other county personnel during the filming.
- g. No production shall utilize explosives or pyrotechnics without prior authorization through the Special Use Permit process.
- h. No production shall utilize drones without prior authorization through the Special Use Permit Process and required FAA licensing. No filming shall take place in a no-fly zone. Authorization ¹from property owners may need to be obtained (F.S. 934.50-2.(3)(b)). All federal, state, or local law, statutes, ordinances or regulations must be followed.
- i. Nothing in this policy shall infringe upon the public's right to use rights-of-way and public parks for any lawful purpose without a permit required by this policy; however, all provisions of the Jackson County Code of Ordinances shall apply.

Sec. 74-631. – Permit fee.

In addition to all required occupational license fees required by the county, each applicant for a Special Use Permit shall pay at the time of filing the application a non-refundable permit application and processing fee of \$100.00.

Sec. 74-632. – Time to act on application.

The film production Special Use Permit requested by an applicant shall be issued or denied within 30 calendar days following the date the application is filed with the community development/planning department.

 Number: 1 Author: schlesingerw Subject: Highlight Date: 7/28/2021 11:21:03 AM

JP - question - Is this for private property?
WS - No. This is for the property owned by the entity with the no fly zone such as an airport.

Sec. 74-633. – Appeal.

Any person aggrieved by the terms of a permit issued by the county, by the decision not to issue a permit or by a revocation of a permit used by the County may, within ten (10) days of the decision, appeal in writing to the Director of Community Development. The appeal will be presented to the Board of County Commissioners for a decision at the following regular meeting. The decision by the Board will be based on a preponderance of the evidence and will be final. Where the film production Special Use Permit appeal is denied, the applicant shall be notified in writing by certified mail, return receipt requested, of the denial and the reason(s) therefore.

Sec. 74-634. – Penalty.

It shall be unlawful for any person to stage, promote or conduct any film and motion photography in the County as described in Sec. 74-624.a, unless they first secure a permit from the County Board as required in this article.

Ordinances enforced and penalties assessed. All Jackson County codes and/or ordinances may be enforced as described in Chapter 29 of this Code by citation to the appropriate county court of the county, except where prohibited by law or statute. Violations of codes and ordinances shall carry a fine as provided from time to time by resolution of the board. However, in no event shall a fine exceed \$500.00 per violation.

a. Schedule of civil penalties.

The following table shows the sections of this Code, as may be amended, which may be enforced pursuant to the provisions of this Section 74-628, 74-629 and 74-630; and the dollar amount of civil penalty for the violation of the sections.

CODE SECTION	DESCRIPTION OF VIOLATION	CIVIL PENALTY
74-628	Disclosing false statement/information	\$500.00
74-628, 629, 630	Failure to obtain a film or photo permit	\$200.00
74-628	Failure to comply with applicable federal or state laws and regulations	\$200.00
74-628	Failure to operate the film production in accordance with such county ordinances, laws, orders, rules and regulations as may be applicable	\$200.00
74-628	Conducting the film production business or activity in a fraudulent or disorderly manner, or in a manner which endangers the public health, safety, welfare, or in a manner which disrupts the public peace	\$500.00
74-630	Failure to abide by the requirements of Section 74-630	\$200.00

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TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Board review of Floodplain Ordinance amendment and set a public hearing - Wendy Schlesinger, Director

Background: Request review of Floodplain Ordinance amendment and request to set a public hearing for September 14, 2021 at 9:15 AM. The Deputy State Floodplain Manager provided a draft ordinance with necessary changes to meet requirements for the new Community Rating System (CRS) Class 8 Prerequisite as per FEMA policy and State Floodplain Management Office. The ordinance amendment must be approved prior to the County's cycle visit to update CRS in fiscal year 21/22.

Recommended changes:

- Adding definition of Accessory structure (page 13)
- Deleting definition and text regarding existing manufactured home park or subdivision (page 14, 17, 19, 20)
- Amending definition of Market value provisions for accessory structures (page 16)
- Eliminate 36-inch elevation requirement for CRS Class 8 prerequisites for manufactured homes (page 20)

Previous Action:

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Wendy Schlesinger
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the Floodplain Ordinance amendment for September 14, 2021 at 9:15 AM.

JACKSON COUNTY

Amendments show below:

1. All manufactured elevated (eliminate 36-inch) for CRS Class 8 prerequisite
2. Accessory structures per FEMA Policy and SFMO guidance
3. Suggested change to definition “market value”

Commented [RCQ1]: This draft does NOT include the variance language for agricultural structures. See SFMO guidance – we’ll add it if you want it included (also modifies the title and the next whereas clause)

ORDINANCE NO. _____

Commented [RCQ2]: Please use <tracking> to show changes

AN ORDINANCE BY THE JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE JACKSON COUNTY, FLORIDA, CODE OF ORDINANCES, CHAPTER 38, TO PROVIDE CRITERIA FOR ACCESSORY STRUCTURES IN FLOOD HAZARD AREAS; TO SPECIFY ELEVATION OF MANUFACTURED HOMES IN FLOOD HAZARD AREAS; PROVIDING FOR APPLICABILITY AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commented [RCQ3]: Finalize this title per your standard

WHEREAS, the Legislature of the State of Florida has, in Chapter 125 – County Government, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency released FEMA Policy #104-008-03 Floodplain Management Requirements for Agricultural Structures and Accessory Structures; and

WHEREAS, the Board of County Commissioners has determined it appropriate to adopt regulations that are consistent with the FEMA Policy to allow issuance of permits for wet floodproofed accessory structures that are not larger than the sizes specified in the FEMA Policy.

WHEREAS, Jackson County participates in the National Flood Insurance Program and participates in the NFIP’s Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements, achieving a CRS rating of Class 7; and

WHEREAS, in 2020 the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or better and to satisfy the prerequisite and for Jackson County to maintain the current CRS rating, all manufactured homes installed or replaced in special flood hazard areas must be elevated such that the lowest floors are at or above at least the base flood elevation plus 1 foot, which necessitates modification of the existing requirements; and

WHEREAS, the Board of County Commissioners determined that it is in the public interest to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Jackson County, Florida, that Chapter 38 is amended as set forth in the following amendments, as shown in ~~strike through~~ and underline format in Section 2.

SECTION 1. AMENDMENTS.

Chapter 38 - FLOODPLAIN MANAGEMENT REGULATIONS

Sec. 38-1. - Floodplain management regulations adopted.

The following floodplain management regulations, are hereby adopted.

CHAPTER 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Floodplain Management Ordinance of Unincorporated Jackson County, Florida, hereinafter referred to as "this ordinance."

101.2 Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

101.3 Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
5. Minimize damage to public and private facilities and utilities;
6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with the Florida Building Code. This ordinance is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

101.5 Warning. The degree of flood protection required by this ordinance and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the FEMA, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

101.6 Disclaimer of Liability. This ordinance shall not create liability on the part of the Board of County Commissioners of Jackson County, Florida or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.2 Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the unincorporated limits of Jackson County, Florida, as established in Section 102.3 of this ordinance.

102.3 Basis for establishing flood hazard areas. The Flood Insurance Study for Jackson County, Florida and Incorporated Areas dated December 17, 2010, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the office of Jackson County Community Development, 4487 Lafayette Street, Marianna, FL, 32448.

102.3.1 Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 105 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed

topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

102.4 Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

102.5 Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including, but not limited to, land development regulations, zoning ordinances, storm water management regulations, or the Florida Building Code. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

102.6 Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Designation. The Department Head for the County Community Development Department is hereby designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 107 of this ordinance.

103.3 Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
2. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;

3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
4. Provide available flood elevation and flood hazard information;
5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
6. Review applications to determine whether proposed development will be reasonably safe from flooding;
7. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

103.4 Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this ordinance is required.

103.5 Modifications of the strict application of the requirements of the Florida Building Code. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 107 of this ordinance.

103.6 Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

103.7 Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 106 of this ordinance for development that is not subject to the Florida

Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

103.8 Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including, but not limited to:

1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.4 of this ordinance;
2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to FEMA;
3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
4. Review required design certifications and documentation of elevations specified by this ordinance and the Florida Building Code to determine that such certifications and documentations are complete; and
5. Notify FEMA when the corporate boundaries of Unincorporated Jackson County, Florida are modified.

103.9 Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the Building and/or Community Development Department as applicable.

SECTION 104 PERMITS

104.1 Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

104.2 Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities

exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2.1 Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this ordinance:

1. Railroads and ancillary facilities associated with the railroad.
2. Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
3. Temporary buildings or sheds used exclusively for construction purposes.
4. Mobile or modular structures used as temporary offices.
5. Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

104.3 Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 105 of this ordinance.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.

104.4 Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any

violation of this ordinance, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

104.5 Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

104.6 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of this community.

104.7 Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:

1. The Northwest Florida Water Management District; section 373.036, F.S.
2. Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, FAC.
3. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
4. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
5. Federal permits and approvals.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
2. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2(2) or (3) of this ordinance.
3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(1) of this ordinance.
4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures.
5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
7. Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone

A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
2. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source;
3. Where base flood elevation and flood way data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
4. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

105.3 Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM

and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 105.4 of this ordinance.

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

106.1.1 Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2 Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

106.1.2.1 Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 105.2(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

106.1.2.2 Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 106.1.2.1 of this ordinance.

106.1.3 Manufactured homes. The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

SECTION 107 VARIANCES AND APPEALS

107.1 General. The Board of County Commissioners shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Board of County Commissioners shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code.

107.2 Appeals. The Board of County Commissioners shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision of the Board of County Commissioners may appeal such decision to the Circuit Court, as provided by Florida Statutes.

107.3 Limitations on authority to grant variances. The Board of County Commissioners shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 107.6 of this ordinance, the conditions of issuance set forth in Section 107.7 of this ordinance, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of County Commissioners has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

107.3.1 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 105.3 of this ordinance.

107.4 Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

107.5 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 107.3.1, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

107.6 Considerations for issuance of variances. In reviewing requests for variances, the Board of County Commissioners shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this ordinance, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;

3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;
5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The compatibility of the proposed development with existing and anticipated development;
7. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
8. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
9. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
10. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

107.7 Conditions for issuance of variances. Variances shall be issued only upon:

1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
2. Determination by the Board of County Commissioners that: a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship; and b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
4. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this ordinance that is performed without an issued permit, that is in

conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

108.2 Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

CHAPTER 2 DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

201.2 Terms defined in the Florida Building Code. Where terms are not defined in this ordinance and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

201.3 Terms not defined. Where terms are not defined in this ordinance or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

SECTION 202 DEFINITIONS

Accessory structure. A structure on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement. The portion of a building having its floor subgrade (below ground level) on all sides.

Design flood. The flood associated with the greater of the following two areas:

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before December 15, 1990.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before December 15, 1990.

Commented [RCQ5]: Not used if the 36-inch option removed

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA. The Federal Emergency Management Agency, or its successor as the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

1. The overflow of inland or tidal waters; or
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year; or

2. The area designated as a flood hazard area on the community's flood hazard map, or as otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

1. *Letter of Map Amendment (LOMA).* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Commented [RCQ6]: The following four are a list under this definition – they're not separate definitions. Ord. 13-02 just double-indented the first line, not the whole

2. Letter of Map Revision (LOMR). A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

3. Letter of Map Revision Based on Fill (LOMR-F). A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

4. Conditional Letter of Map Revision (CLOMR). A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction. For the purposes of administration of this ordinance and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after December 15, 1990 and includes any subsequent improvements to such structures.

Commented [RCQ7]: We're seeing communities want to remove the traditional market appraisal – DEM approved this to rely on ACV as primary method. I did it <tracked> so easy to accept or reject

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after December 15, 1990.

Park trailer. A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Recreational vehicle. A vehicle, including a park trailer (see section 320.01, Florida Statutes (2012)), which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area. An area in the floodplain subject to a 1-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-dam aged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

CHAPTER 3 FLOOD RESISTANT DEVELOPMENT

SECTION 301 BUILDINGS AND STRUCTURES

301.1 Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 104.2.1 of this ordinance, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 307 of this ordinance.

301.2. Accessory structures. Accessory structures are permitted below the base flood elevation provided the accessory structures are used only for parking or storage and:

- (1) Are one-story and not larger than 600 sq. ft.
- (2) Have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.
- (3) Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.
- (4) Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.
- (5) Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

SECTION 302 SUBDIVISIONS

302.1 Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

302.2 Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

1. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

2. Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 105.2(1) of this ordinance; and
3. Compliance with the site improvement and utilities requirements of Section 303 of this ordinance.

SECTION 303 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

303.1 Minimum requirements. All proposed new development shall be reviewed to determine that:

1. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
2. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
3. Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

303.2 Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, FAC. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

303.3 Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, FAC, and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

303.4 Limitations on sites in regulatory floodways. No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 105.3(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

303.5 Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

SECTION 304 MANUFACTURED HOMES

304.1 General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, FAC, and the requirements of this ordinance.

304.2 Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the Florida Building Code Residential Section R322.2 and this ordinance. Foundations for manufactured homes subject to

Commented [RCQ8]: 304.4.2 is being removed

Section 304.4.2 of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

304.3 Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

304.4 Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A). Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 304.4.1 or 304.4.2 of this ordinance, as applicable.

304.4.1 General elevation requirement. Unless subject to the requirements of Section 304.4.2 of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

304.4.2 Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 304.4.1 of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

1. Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or
2. Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.

304.5 Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

304.6 Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

SECTION 305 RECREATIONAL VEHICLES AND PARK TRAILERS

305.1 Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

1. Be on the site for fewer than 180 consecutive days; or
2. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

305.2 Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 305.1 of this ordinance for temporary placement shall meet the requirements of Section 304 of this ordinance for manufactured homes.

SECTION 306 TANKS

306.1 Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

306.2 Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 306.3 of this ordinance shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

306.3 Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

306.4 Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

SECTION 307 OTHER DEVELOPMENT

307.1 General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the Florida Building Code, shall:

1. Be located and constructed to minimize flood damage;
2. Meet the limitations of Section 303.4 of this ordinance if located in a regulated floodway;
3. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
4. Be constructed of flood damage-resistant materials; and
5. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

307.2 Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 303.4 of this ordinance.

307.3 Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 303.4 of this ordinance.

307.4 Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 303.4 of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 105.3(3) of this ordinance.

(Ord. No. 2013-02, § 2, 2-12-2013; Ord. No. 14-01, § 1, 1-14-2014; Ord. No. 2020-04, § 2, 1-28-2020)

Sec. 38-2. - Reserved.

Editor's note— Sec. 2 of Ord. No. 2020-04, adopted Jan. 28, 2020, deleted § 38-2, which pertained to local amendments to the 2010 Florida Building Code, and derived from Ord. No. 2013-02, adopted Feb. 12, 2013.

Sec. 38-3. - Application of provisions to unincorporated areas of the county.

This chapter shall apply in all unincorporated areas of the county. This chapter shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this chapter.

(Ord. No. 2013-02, § 4, 2-12-2013; Ord. No. 2020-04, § 2, 1-28-2020)

SECTION 2. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in **{insert name of community or all unincorporated areas of the county}**. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the **{community's governing body}** that the provisions of this ordinance shall become and be made a part of the **{name of community's}** Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

Commented [RCQ9]: Here down per your standard

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect on **{insert date}**.

Use your community's standard signature block

TO: The Honorable Chairperson and
Board of County Commissioners

FROM: Community Development

SUBJECT: Request: Board review of the Recreational Vehicle ordinance
and set a public hearing - **Wendy Schlesinger**, Director

Background: Request Board review and approval of the Recreational Vehicle
ordinance and set a public hearing for September 14, 2021 at 9:15
AM.

Previous Action: On 7/13/21 the Board tabled the item for updates to the ordinance.
On 6/22/21 the Board approved to set a public hearing for 7/13/21.
On 6/21/21 the Planning Commission recommended approval for 48 months.
On 4/13/21 the Board reviewed the draft ordinance at the Special Meeting.
On 3/9/21 the Board reviewed the draft ordinance.

**Amount of Funds to Be
Expended or Requested:**

Source of Funds:

Originating Office: Community Development

Reviewed By: Brigitte Rehberg
Nicole Bradley
Wilanne Daniels

Recommendation: Accept

Potential Motion: I move to set a public hearing for the Recreational Vehicle Ordinance
for September 14, 2021 at 9:15 AM.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA AMENDING ARTICLE IV, DIVISION 8, OF THE JACKSON COUNTY CODE OF ORDINANCES TO ADD SUBDIVISION 9 TO BE TITLED “RECREATIONAL VEHICLES”; AUTHORIZING THE USE OF RECREATIONAL VEHICLES AS PERMANENT HOUSING ON ~~OWNER-OCCUPIED~~ RESIDENTIAL LANDS REAL PROPERTY; AMENDING SECTION 74-97 TO REMOVE REFERENCE TO RECREATIONAL VEHICLES AS TEMPORARY HOUSING DURING HOME CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125 of Florida Statutes authorizes Jackson County to adopt regulations regarding residential housing; and

WHEREAS, the Board of County Commissioners of Jackson County, Florida has determined that it is in the best interest of all of the citizens and residents of Jackson County, Florida to authorize the use of Recreational Vehicles as permanent housing; and

WHEREAS, the Board of County Commissioners of Jackson County, Florida, has therefore determined that it is in the best interest of all of the citizens and residents of the County that the provisions of Article IV, Chapter 74, of the Jackson County Code be amended, in accordance with this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF JACKSON COUNTY, FLORIDA:

Section 1. Chapter 74 of the Jackson County Code is hereby amended, to provide for the changes of Section 74, as follows (additions are shown by underline and deletions are shown by strikethrough) to add authorizing provisions regarding the permanent use of Recreational Vehicles for housing:

Subdivision 9. – Recreational Vehicles

Sec. 74-630. - Title.

This article shall be known as the Jackson County Recreational Vehicle Ordinance.

Sec. 74-631. - Definitions.

The following terms shall have the following meanings when used in this article, unless a different meaning clearly appears from the context:

1. Recreational Vehicle means a recreational vehicle-type unit primarily designed as

temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or drawn by another vehicle. The basic types are:

- a. Travel Trailer – A vehicular portable unit, mounted on wheels, of such a size or weight as not to require special highway movement permits when drawn by a motorized vehicle. It is primarily designed and constructed to provide temporary living quarters for recreational, camping, or travel use. It has a body width of no more than eight and one-half (8 ½) feet and an overall body length of no more than 40 feet when factory-equipped for the road.
- b. Camping Trailer – A vehicular portable unit, mounted on wheels and constructed with collapsible partial sidewalls which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters for recreational, camping, or travel use.
- c. Truck Camper – A truck equipped with a portable unit designed to be loaded onto, or affixed to, the bed or chassis of the truck and constructed to provide temporary living quarters for recreational, camping, or travel use.
- d. Motorhome – A vehicular unit which does not exceed the length, height, and width limitations provided in 316.515 F.S., is a self-propelled motor vehicle, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.
- e. Private Motor Coach – A vehicular unit which does not exceed the length, width, and height limitations provided in 316.515(9) F.S., is built on a self-propelled bus type chassis having no fewer than three load-bearing axles, and is primarily designed to provide temporary living quarters for recreational, camping, or travel use.
- f. Conversion Van or Van Conversion – A vehicular unit which does not exceed the length and width limitations provided in 316.515 F.S., is built on a self-propelled motor vehicle chassis, and is designed for recreation, camping, and travel use.
- g. Park Trailer – A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. The total area of the unit in a setup mode, when measured from the exterior surface of the exterior stud walls at the level of maximum dimensions, not including any bay window, does not exceed 400 square feet when constructed to ANSI A-119.5 standards, and 500 square feet when constructed to United States Department of Housing and Urban Development standards. The length of a park trailer means the distance from the exterior of the front of the body nearest the drawbar and coupling mechanism to the exterior of the rear of the body at the opposite end of the body, including any protrusions.
- h. Fifth-Wheel Trailer – A vehicular unit mounted on wheels, designed to provide temporary living quarters for recreational, camping, or travel use, of such size or weight as not to require a special highway movement permit, of gross trailer area not to exceed 400 square feet in the setup mode, and designed to be towed by a motorized vehicle that contains a towing mechanism that is mounted above or forward of the tow vehicle's rear axle.

2. Sec. 74-632. – Habitation or Occupancy.

The habitation or occupancy of a recreational vehicle is permissible on ~~owner-occupied~~ residential real property.

Storage of a personal recreational vehicle on residentially developed property is permissible.

Approval of a recreational vehicle as a permanent residence is subject to the following requirements:

1. A recreational vehicle on residential property having no other permanent residential dwelling structure which has received all required authorizations, development orders and building permits.
2. One RV per site may be approved as per the limit on the allowable number of recreational vehicles on a parcel as dictated by the Future Land Use category in which the property is located.
3. All recreational vehicles must be registered and receive a permit for display. The permit shall be clearly visible to officials from outside the unit.
4. A recreational vehicle being used as a permanent residence must be connected to a private residential septic tank and private well or county/city utilities if available or other approved waste disposal system.
5. No recreational vehicle shall be used as a permanent residence inside any platted subdivision.

Sec. 74-633. – Temporary Residence.

Temporary use of a recreational vehicle as a residence while a permanent residence is under construction is allowable with a connection to the permanent residence septic tank; however, a Certificate of Occupancy will not be issued unless the temporary connection for the recreational vehicle is removed.

6. Temporary use of a recreational vehicle as a residence is allowed for recreational purposes on residential or agricultural property for the purpose of recreational activities.
 - a. Subject to the allowable number of recreational vehicles on a parcel as dictated by the Future Land Use category in which the property is located.
 - b. Subject to requirements in Sec. 74-632, 1-5 as denoted above for permanent residences.

~~All recreational vehicles must be registered and receive a permit for display. The permit shall be clearly visible to officials from outside the unit.~~

Recreational vehicles used for temporary residence shall be fully licensed and ready for highway use and shall remain on the site for no more than 365 consecutive days. Extensions past the 365-day limit will be considered based on individual circumstances.

Section 2. Chapter 74 of the Jackson County Code is hereby amended, to provide for the changes of Section 74, as follows (additions are shown by underline and deletions are shown by ~~deletion~~)

strikethrough) to remove provisions regarding the temporary use of Recreational Vehicles for housing during construction of a residence:

Section 74-97. – Development review types.

(c) Recreational vehicles located within a floodplain shall follow the Jackson County Code of Ordinances Chapter 38 – Floodplain Management Regulations.

~~(c) Recreational vehicles (as defined in F.S. §320.01(1)(b)) will be allowed only in approved recreational sites/parks.~~

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed and revoked. The provisions of the Jackson County Code of Ordinances shall be amended to include the foregoing, with the Chapter and Section numbers as indicated above.

Section 5. This ordinance shall become effective immediately upon its passage and adoption.

APPROVED AND ADOPTED in open public session this _____, 2021, after due motion, second, and discussion, upon a vote of __ to __, by the Board of County Commissioners of Jackson County, Florida.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA

CLERK/DEPUTY CLERK
CLAYTON O. ROOKS

CHAIRMAN
JAMES PEACOCK

APPROVED AS TO LEGAL FORM:

MICHELLE BLANKENSHIP JORDAN
COUNTY ATTORNEY