

BOARD OF COUNTY COMMISSIONERS

MADISON COUNTY, FLORIDA

COURTHOUSE ANNEX

MINUTES OF THE REGULAR MEETING

WEDNESDAY, April 11, 2018

9:00 P.M.

The Board of County Commissioners of Madison County, Florida met this day in regular session with the following members present: Alston Kelley (District 1), Wayne Vickers (District 2), Ronnie Moore (District 3), Alfred Martin (District 4) and Rick Davis (District 5). Also present were County Attorney George T. Reeves, County Coordinator Brian Kauffman, Assistant County Coordinator Sherilyn Pickels, and Deputy Clerk Darlene Hagan.

The Chairman, Honorable Wayne Vickers, called the meeting to order at 9:00 a.m. and conducted roll call.

Commissioner Kelley presented a motion to adopt the agenda as presented. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to adopt the agenda.

Commissioner Vickers then asked for petitions from the public. Five citizens had signed in to present petitions from the public. The first to speak was Ms. Lori Korn. Ms. Korn wanted to express concerns over Item #2 under New Business – Contract Between Madison County and the Suwannee River Water Management District for Blue Springs Aquifer Re-charge Project. She would like to see the project explained more in non-technical language so that members of the public would understand it better. She also requested to know where the Funding provided by the County of \$75,000, for the project, would be coming from? Her final concern was that the law firm of Davis, Schnitker, Reeves & Browning, P.A. will be representing both parties.

The second petitioner was Cynthia Dell-Langston. Her concern was Item #1 under Old Business – Discussion Regarding Agreement with the Madison County Chamber of Commerce and Tourism to Manage the Agricultural Center. She commented that she had reviewed the “Agreement for the Management and Operations of the Madison County Agricultural Center” and felt this was not advantageous for the County. Her concern also was #26. Agreement Not To Be Recorded. She felt this could be in conflict with the Sunshine Law.

The third petitioners were Truman & Carolyn Jones. Mr. Jones commented that he had moved to Madison County in August 2017 and was looking to start up a new

business after determining there was a need for a RV Park. They handed out their RV Park Proposal for Triple Oaks R.V. Park, which would be located 0.5 miles off I-10, Exit #262 in Lee, FL.

The fourth petitioner was Benjamin Wyche. Mr. Wyche wanted to express his concerns over the exchange of real property between Willie C. Peacock and Madison County. He discussed his reasoning for the Sale Price of that property in the public records being understated; due to the fact, the cash received by Mr. Peacock was not included in that Sale Price. Attorney Reeves commented that the cash received by Mr. Peacock was for relocation expenses and they were not paid until they moved the mobile home. In addition, the property is listed as "Not a Qualified Sale". Mr. Wyche's final request was for the picture of the elected officials in the lobby of the Annex to be updated.

Commissioner Moore presented a motion to approve the minutes from the regular meeting held March 28, 2018. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the minutes.

Sheriff Ben Stewart addressed the Board to update on the continued meetings & dialogue with Madison County Superintendent Dr. Karen Pickles and Commissioner Davis regarding the School Resource Officers (SRO) required to be in each school by the beginning of the next school year, August 2018. The Salary of the SRO is mandated by the State and therefore Sheriff Stewart will be submitting his budget by June 1st and the School Board by July 1st. His challenge is to hire eight SROs by then. Sheriff Stewart also gave an update on the number of inmates currently housed in the Madison County Jail and the expected increase in the coming months.

Major David Harper gave an update on the past Monday, Active Shooter Training with 150 participants. There will be a second training scheduled in May. He also updated the Board on a public safety call he had received about the height of the grass at the intersection of County Road 14 and Bryan Earnhart Road, making it hard for drivers to see when attempting to make a turn. It was requested that Road Department Coordinator Lonnie Thigpen identify and address those intersections with limited sight ability.

Commissioner Martin presented a motion to approve the consent agenda. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the consent agenda. . Items on the consent agenda included:

1. Re-appointment of Dot Alexander, Christy Grass and Julia Shewchuck to the Planning and Zoning Board.
2. Budget Amendment Request for Special Assessment – Fire to Allocate Prior Year Fund Balances per Fire Department.

Under Old Business Item #1, Discussion Regarding Agreement with the Madison County Chamber of Commerce and Tourism to Manage the Agricultural Center. Attorney Reeves discussed this agreement between the Board of County

Commissioners of Madison County, Florida and the Greater Madison County Chamber of Commerce, Inc. Since this is a Lease Agreement and there are no rights to real property, nor is it an interlocal agreement, statutorily this document is not required to be recorded in the public records. However, this Agreement is open to the public upon request at the Madison County Clerk of the Court's office.

Commissioner Davis requested clarification from Attorney Reeves regarding the grounds maintenance, and repairs and/or improvements to the property. He felt there was a conflict of duties or responsibilities between the Chamber and the County, specifically sighting the following:

3. Chamber To Manage The Property.

3.5 Manage and maintain (including necessary repairs) all structures, improvements, fixtures and grounds so as to keep them in a clean, safe and usable condition which may be reasonably expected to maximize their useful life.

Versus

4. Responsibilities Of The County.

4.2 Lawn and grounds maintenance as part of its regular grounds maintenance schedule.

4.3 Be responsible for all capital improvements to Property including all necessary repair and replacement of the roof, heating and air conditioning system, structural repairs, etc. However, should, in the sole discretion of the County, such necessary structural repairs not be financially feasible, the County may immediately terminate this Agreement.

Attorney Reeves commented the intention was to have the Chamber see to any day-to-day minor maintenance or lawn care that may need to be done to prepare the building or grounds presentable for an event or to plant flowers around the building entrances. While the County would be responsible for regular mowing of the property and any capital improvements to the property. Attorney Reeves stated that it could be revised to state a specific dollar amount not to exceed, if that would be more acceptable to the Board.

The discussion then turned to the "Options With Management Agreement for Ag Center" #2 \$600/month rent for Conservation Technician. The Agreement currently has the Chamber keeping these funds instead of the County, which is notated at:

6. Rental Of The Property By County For Office Space for a Conservation Technician.

The County shall use the portion of the Property as designated on the Diagram, as shown on Exhibit A, as office space for its conservation technician to deliver technical assistance and cost share assistance programs

to agricultural producers. The County shall pay rent to the Chamber for such use which shall include all electricity, water, wastewater and natural gas services. The rent shall be in the total amount of \$600.00 per month for the first 12 months, Rent to be renegotiated annually. Once paid, such rent shall be the sole property of Chamber and shall be kept and used exclusively by the Chamber for the Chamber's purposes.

Discussions ensued regarding this \$600 payment, as to whom should be receiving these monthly funds. Chamber Executive Director Phyllis Williams commented that this income would assist the Chamber in paying for the utility expenses, especially since they are an unknown at this time. County Coordinator Brian Kauffman stated that he had contacted Duke Energy to obtain a historical estimate of what the utilities have been during the week long North Florida Livestock Show & Sale over the past years. According to Duke Energy, it has been averaging around \$150. After much discussion, a motion was made by Commissioner Davis and seconded by Commissioner Martin to change the wording of #3.5 of the Agreement by adding in "general ground maintenance" and to change #6 of the Agreement so that the County receives the \$600 monthly rental payment. Commissioner Kelley asked to amend the motion to include having Thermostat Lock Boxes installed, with the Chamber controlling the building temperature, so both sides of the building may be maintained equally, as well as revisit this in ninety (90) days. Motion carried 4-1 with Chairman Vickers opposed.

Under Public Works Department Item #1, Approval of Cost Estimate for Polyurethane Grout Injection for Bridge at NW Little Cat Road over the Little Aucilla River. Road Department Coordinator Lonnie Thigpen went over the cost estimate received from Foundation Professionals of Florida A Cal-Tech Company. The total estimated cost for the Polyurethane Grout Injection would be \$25,751.75. The price does not include a mobilization charge. If they cannot complete the project once it has started and have to return at another time, then there will be mobilization charge. So this quote is contingent on performing the work all at the same time. The mobilization charge is unknown at this time. They anticipate approximately 1 to 2 days to complete the recommended service. Commissioner Moore presented a motion to approve the request. Commissioner Martin seconded the motion and the Board voted unanimously (5-0) to approve the request.

Under Public Works Department Item #2, Discussion Regarding Hazardous Waste Amnesty Day. Solid Waste & Recycling Coordinator Jerome Wyche updated the Board on the upcoming Amnesty Day scheduled for Thursday April 26, 2018. This event will be advertised in two editions of Greene Publishing Newspaper. Mr. Wyche did advise that there would be a Waste Tire Disposal Fee charged to the public, to defray the disposal costs the County incurs by accepting these tires and/or rims. Mr. Wyche also discussed the Collection Center Site Operation Hours.

Under New Business Item #1, Proclamation Declaring April in Madison County as Water Conservation Month. County Coordinator Brian Kauffman requested Deputy

Clerk Darlene Hagan to read aloud the Proclamation Declaring April as Water Conservation Month in Madison County. Commissioner Davis presented a motion to approve the request. Commissioner Moore seconded the motion and the board voted unanimously (5-0) to approve the request.

Under New Business Item #2, Contract Between Madison County and the Suwannee River Water Management District for Blue Springs Aquifer Re-charge Project. County Coordinator Brian Kauffman addressed the Board and discussed the project. He stated this would be a cooperative project between State of Florida Department of Environmental Protection (FDEP); Suwannee River Water Management District (SRWMD); Nestle Waters; and Madison County to mitigate flooding. The \$75,000 Funding provided by the County will be an "In-Kind Service". Attorney Reeves commented that according to the contract, \$2,150,000 of the \$2,250,000 project would be funded by FDEP, which means they are managing the majority of the funding and FDEP mandates the contract. Also according to the Contract under 8G, both parties acknowledge they are being represented by Davis, Schnitker, Reeves & Browning, P.A., and there are no conflicts between the parties of the contract, which are Madison County and Suwannee River Water Management District. Therefore, his law firm can represent both parties. However, if a conflict should arise, another attorney could then be obtained. After much discussion, Commissioner Moore presented a motion to approve the Contract Funding. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to approve the contract.

Under New Business Item #3, Discussion Regarding Cost Estimates for Various Options at the Madison County Recreation Complex. Recreation Department Director Tommy Garner presented the improvement options for the Madison County Recreation Complex. The funds to be received from FDEP would have to be spent on a Capital Improvement Project. Mr. Garner recommend one new tennis court and to install a roof over the existing batting cage, which is estimated at \$48,000 to \$56,000. He also stated that a Pickleball layout could be incorporated onto the Tennis Courts, which would make the courts multi-purpose. Mr. Garner also discussed the estimates received for a swimming pool. However, all agreed this would not be economically feasible for the County, because Construction Costs could run around \$640,000 and then there is the annual operation & maintenance budget, which is estimated at \$65,000. After much discussion, Commissioner Moore presented a motion to move forward with the recommendation. Commissioner Kelley seconded the motion and the board voted unanimously (5-0) to proceed.

Under New Business Item #4, Discussion Regarding Re-naming of SW Scruggs Avenue to SW Pete Mobley Avenue. Commissioner Moore presented the request to the Board to change the name of SW Scruggs Avenue to SW Pete Mobley Avenue to be in line with the City of Madison. County Coordinator Brian Kauffman advised the Board that certified letters had been mailed to four property owners on that street and no feedback had been received. Therefore, since the letter informed them, that if they were in agreement with the name change then there was no need to reply. Commissioner Martin made a motion to approve the Re-naming of SW Scruggs Avenue

to SW Pete Mobley Avenue. Commissioner Davis seconded the motion and the board voted unanimously (5-0).

Under New Business Item #5, Discussion Regarding Economic Development Consultant Contract. Commissioner Martin informed the Board that the Board of County Commissioners or Madison County, Florida has had a Contract with Crawford Powell, Principal of Impact Development Group since 2011. Commissioner Martin invited Mr. Powell to speak to the Board and specifically answer two questions:

1. Three (3) new businesses have come to Madison County since 2011, which are Love's Travel Stop; Stahl-Meyer Foods, Inc.; and Annett Bus Lines. How many jobs were created from these new businesses?
2. What benefit have we received from your Contract?

Mr. Powell addressed the Board and answered the questions asked of him. He also went on to discuss his duties and the commercial relationships he has across the State of Florida. He mainly deals with site selectors for businesses where they are seeking background information and demographics on Madison County. He works closely with County Coordinator Brian Kauffman and Madison County Development Council (MCDC). Many times, prospective businesses seeking relocation to Madison County requests Non-Disclosure. He informed the Board of businesses that had recently looked at Madison County. Commissioner Davis recommended that Mr. Powell give a Report to the Board on a set schedule, of the type of businesses he had visited with. This would be with the understanding that information could be limited due to Non-Disclosure. Jeff Hendry, Executive Director of North Florida Economic Development Partnership; Diane Scholtz, Director of Rural Economic Development Services; and Ed Meggs, President of Madison County Community Bank and Member of the MCDC, all spoke on behalf of the work that Mr. Powell does for Madison County.

There being no further business, the Chairman adjourned the meeting at 11:55 a.m.

Board of County Commissioners
Madison County, Florida

By: _____
Wayne Vickers, Chairman

ATTEST:

William D. Washington,
Clerk to the Board of County Commissioners