

BOARD MINUTES FOR 11/12/04

NOVEMBER 12, 2004

THE BOARD OF COUNTY COMMISSIONERS, IN AND FOR WASHINGTON COUNTY, MET IN SPECIAL SESSION ON THE ABOVE DATE AT 9:00 A.M. AT THE WASHINGTON COUNTY ANNEX, BOARD MEETING ROOM, 1331 SOUTH BOULEVARD, CHIPLEY, FLORIDA WITH COMMISSIONERS BROCK, HALL, FINCH AND COPE PRESENT. ATTORNEY HOLLEY, ADMINISTRATOR HERBERT AND CLERK LINDA COOK WERE ALSO IN ATTENDANCE.

CHAIRMAN HALL CALLED THE MEETING TO ORDER. ATTORNEY HOLLEY OFFERED PRAYER WITH COMMISSIONER COPE LEADING IN THE PLEDGE OF ALLEGIANCE TO THE FLAG.

ATTORNEY HOLLEY UPDATED THE BOARD ON THE LAND BIDS ON THE SUNNY HILLS PROPERTIES. HE ADVISED THAT DELTONA CORPORATION WAS THE HIGH BIDDER ON EACH PARCEL; THEIR TOTAL BID WAS \$312,000. HE ALSO POINTED OUT DELTONA HAD AGREED TO BUILD A HOUSE ON EACH PARCEL.

COMMISSIONER FINCH SAID THE BOARD HAD ACCOMPLISHED WHAT THEY WANTED: THEY HAVE SOLD THE PROPERTIES AND THEY WANTED HOUSES TO BE BUILT ON THE LOTS SO THEY COULD BE PUT BACK ON THE TAX ROLLS.

COMMISSIONER FINCH OFFERED A MOTION, SECONDED BY COMMISSIONER BROCK TO ACCEPT THE BID. COMMISSIONER COPE ADDRESSED SOME OF THESE FUNDS WERE EARMARKED. COMMISSIONER FINCH SAID \$100,000 OF THESE MONIES WERE EARMARKED FOR THE MSBU COUNTY MATCH.

COMMISSIONER COPE SAID \$25,000 WAS EARMARKED FOR COUNTY RECREATION AND THEN CALLED FOR THE QUESTION ON THE MOTION. THE MOTION CARRIED UNANIMOUSLY.

DAVID CORBIN ADDRESSED THE BOARD ON A REQUEST FROM THE SCHOOL BOARD TO TRIM SOME LIMBS ON SOME ROADS WHICH WERE OBSTRUCTING THE BUS DRIVERS' VIEW. HE REPORTED THAT HE AND COMMISSIONER FINCH WENT AND LISTENED TO A COMPLAINT FROM MARILYN CARTER ON AN INMATE OFFICER HAVING CUT THREE LIMBS OFF OF A PECAN TREE ON AMBUS LANE; CARTER IS REQUESTING THE COUNTY PAY HER \$200 PER LIMB FOR A TOTAL OF \$600.

COMMISSIONER FINCH UPDATED THE BOARD ON HE AND CORBIN HAVING MET WITH THE OFFICIALS FROM THE CORRECTIONAL INSTITUTION AND THEY ACKNOWLEDGED THE CREW HAD PROBABLY GOTTEN TO FAR OFF THE EDGE OF THE ROAD; APPARENTLY SOME OF THE INMATES HAD ACTUALLY CLIMBED THE TREE. THE INSTITUTION ACKNOWLEDGED THE COUNTY WAS IN THE WRONG; THEREFORE, FINCH SAID THERE WAS NOTHING LEFT TO DO BUT TRY AND SATISFY MS. CARTER.

COMMISSIONER COPE QUESTIONED IF THE COUNTY HAD ANY RIGHT OF WAY ON AMBUS ROAD OTHER THAN MAINTENANCE; COMMISSIONER FINCH ADVISED THEY DIDN'T AND WHERE THE TREE LIMBS WERE CUT THE COUNTY DOESN'T EVEN GRADE.

COMMISSIONER FINCH QUESTIONED WHERE THE FUNDING COULD COME FROM TO PAY FOR THE TREE LIMBS. CLERK COOK ADVISED IT COULD BE PAID FROM THE GENERAL FUND.

COMMISSIONER FINCH OFFERED A MOTION, SECONDED BY COMMISSIONER BROCK FOR DISCUSSION TO PAY THE \$600 TO MARILYN CARTER. COMMISSIONER BROCK QUESTIONED IF THIS WOULD OPEN UP A CAN OF WORMS WHEN THE COUNTY CUTS LIMBS ON COUNTY RIGHTS OF WAY. COMMISSIONER FINCH SAID IT WOULD ACKNOWLEDGE THE COUNTY SHOULD STAY WITHIN CERTAIN AREAS WHEN TRIMMING THE LIMBS; THIS WOULD NOT BE THE FIRST THING THE COUNTY HAS EVER PAID FOR THEY SUPPOSEDLY HAVE DONE AND REFERENCED FLOWERS THEY HAVE KILLED, GOATS, ETC.

COMMISSIONER COPE STATED HE DIDN'T HAVE A PROBLEM WITH PAYING FOR THE LIMBS BUT THE \$200 PER LIMB WAS TOO HIGH. COMMISSIONER BROCK REITERATED HIS CONCERNS ABOUT CAUSING PROBLEMS IN THE FUTURE IF THE BILL IS PAID. THE MOTION ON THE FLOOR FAILED WITH COMMISSIONER FINCH VOTING FOR AND COMMISSIONER BROCK, COPE AND HALL VOTING NO.

ADMINISTRATOR HERBERT UPDATED THE BOARD ON A CREEK ROAD INVOICE FROM C. W. ROBERTS FOR \$63,158.67; ADDITIONAL WORK HAS BEEN DONE WITH THE TOTAL AVAILABLE

FUNDS IN DISTRICT I BEING \$82,346. HOWEVER, HERBERT WAS NOT SURE WHAT THE ADDITIONAL TURNOUTS WOULD COST.

COMMISSIONER FINCH QUESTIONED WHAT THE ADDITIONAL TURNOUTS WOULD BE. HERBERT STATED THEY WERE FINISHING UP YESTERDAY APPROXIMATELY FIVE TO SIX TURNOUTS.

COMMISSIONER FINCH QUESTIONED IF THESE WERE ABOVE THE \$63,158.67. COMMISSIONER HALL SAID HE DIDN'T THINK ALL OF THE BILLS HAD COME IN FOR ALL THE TURNOUTS. HERBERT ADVISED \$62,000 OF THE \$63,158.67 INVOICE WAS FOR TURNOUTS ON PARISH STEEL AND CREEK ROAD.

COMMISSIONER FINCH QUESTIONED IF THERE WERE GOING TO BE MORE TURNOUTS DONE. COMMISSIONER HALL SAID HE WAS WANTING TO GO IN AND FIX THE OLD PART OF CREEK ROAD THE COUNTY TRUCKS HAD TORN UP AS IT WAS IN BAD SHAPE AND NEEDS TO BE REPAIRED.

HERBERT UPDATED THE BOARD ON DALLAS CARTER, PUBLIC WORKS SUPERVISOR, HAVING CONTACTED HIM WANTING TO USE A GRADER OPERATOR AND LET THEM WORK ON THAT PART OF CREEK ROAD.

COMMISSIONER COPE QUESTIONED IF HERBERT HAD A QUOTE ON WHAT THIS WOULD COST; HERBERT ADVISED HE DID NOT AS OF THIS DATE.

COMMISSIONER BROCK ADDRESSED THERE BEING SEVERAL RESURFACING AND RECAPINGS TO DO ON THE PATCHWORK; NONE OF THIS HAD BEEN DONE AS THE CONTRACTOR IS SAVING IT FOR LAST.

COMMISSIONER FINCH ASKED IF IT WOULD BE \$42 PER TON WHICH IS THE SAME PRICE THE COUNTY HAD BEEN PAYING; COMMISSIONER BROCK SAID IT WOULD BE.

COMMISSIONER BROCK SAID HE WAS GOING TO LET COMMISSIONER HALL HAVE \$25,000 FOR RESURFACING THE PATCHWORK OUT OF HIS DISTRICT LOAN MONIES.

COMMISSIONER COPE QUESTIONED IF THE BOARD WAS GOING TO THE AMOUNT THEY HAD OR GOING OVER THAT AMOUNT; HALL ADVISED THEY WERE GOING OVER.

COMMISSIONER FINCH REFERENCED THE BOARD HAVING GIVEN COMMISSIONER BROCK \$40,000 FOR THE HOLMES CREEK PROJECT AND QUESTIONED WHY BROCK WOULD NOW HAVE \$25,000 TO GIVE TO COMMISSIONER HALL.

COMMISSIONER BROCK ADDRESSED COMMISSIONER FINCH HAVING TAKEN \$200,000 TO MATCH THE GRANT BUT HE DIDN'T WANT TO GET INTO THAT.

COMMISSIONER FINCH TOLD BROCK HE HAD TOLD THE BOARD HE NEEDED THE \$40,000 FOR THE HOLMES CREEK PROJECT AND THE BOARD GAVE HIM THE \$40,000 THEY HAD BUDGETED FOR A BARROW PIT; NOW, HE IS ABLE TO GIVE COMMISSIONER HALL \$25,000.

COMMISSIONER BROCK STATED \$31,000 OF THOSE FUNDS WENT ON STRIPING.

COMMISSIONER FINCH SUGGESTED COMMISSIONER BROCK PUT THE \$25,000 BACK INTO THE BUDGET SO THE BOARD CAN HAVE IT FOR THEIR STRIPING.

COMMISSIONER BROCK QUESTIONED IF THE BOARD WAS GOING TO LEAVE CREEK ROAD TORN UP AND THEN OFFERED A MOTION TO TRANSFER \$25,000 TO COMMISSIONER HALL. COMMISSIONER COPE SECONDED THE MOTION FOR DISCUSSION.

COMMISSIONER COPE ADDRESSED THE ROAD BEING IN BAD SHAPE AND NEEDS TO BE FIXED; IT IS PROBABLY THE WORST PAVED ROAD THEY HAVE AND IT IS ON THE LIST FOR SCRAP. COMMISSIONER FINCH AGREED THE ROAD WAS IN BAD SHAPE.

COPE QUESTIONED WHEN THE ROAD WOULD BE ON THE LIST FOR SCRAP; HERBERT ADVISED IT WAS NOT ON THE CURRENT LIST SO IT WOULD BE AT LEAST A YEAR FROM NOW. COMMISSIONER COPE SAID THE BOARD REALLY NEEDED TO FIX THE ROAD BUT NOT GO OVER THE AMOUNT; GO AS FAR AS THE MONIES ALLOW THEM TO GO, SELECT THE WORST AREAS AND DO THEM FIRST.

COMMISSIONER FINCH ADDRESSED COMMISSIONER HALL NOT UNDERSTANDING WHAT HE WAS SAYING; COMMISSIONER COPE SAID HE KNEW WHAT FINCH WAS SAYING.

COMMISSIONER HALL SAID THE ENGINEER HAS ALREADY GOT THAT FUNDING.

HE THEN ASKED IF THERE WAS ANY FURTHER DISCUSSION ON THE MOTION. THE MOTION CARRIED WITH COMMISSIONER FINCH OPPOSED.

COMMISSIONER BROCK OFFERED A MOTION TO TRANSFER \$2,000 TO PARK AND RECREATION FROM HIS INTEREST MONIES TO ASSIST WITH THE PARKS UTILITY BILLS AND TRANSFER \$1,000 TO TRI-COUNTY COMMUNITY COUNCIL FOR THEIR COMMODITY EXPENSES.

COMMISSIONER COPE SECONDED THE MOTION AND IT CARRIED. COMMISSIONER FINCH OPPOSED AS HE DIDN'T FEEL IT WAS APPROPRIATE.

STACY WEBB, GRANTS PERSON, UPDATED THE BOARD ON BEING IN THE PROCESS OF SUBMITTING TWO FRDAP APPLICATIONS THAT WERE NOT LISTED ON THE CAPITAL IMPROVEMENTS PLAN; WILDER PARK AND HINSON CROSS ROADS. SHE REQUESTED THE BOARD APPROVE A RESOLUTION TO ADD THESE TWO PARKS TO THE PLAN. COMMISSIONER COPE OFFERED A MOTION, SECONDED BY COMMISSIONER FINCH AND CARRIED TO APPROVE OF WEBB'S REQUEST.

ATTORNEY HOLLEY UPDATED THE BOARD ON HAVING PREPARED THE PROPOSED BID ADVERTISEMENTS FOR THE LOTS IN SUNNY HILLS THE BOARD HAD APPROVED AT THEIR LAST MEETING THAT WERE NOT ON IMPROVED ROADS; THE ONLY CHANGE TO THE ADVERTISEMENT WAS THE CLOSING DATE WHICH WAS CHANGED FROM JANUARY 7TH TO DECEMBER 17TH SO THEY WILL GO ON THE TAX ROLL NEXT YEAR.

HE ALSO NOTED THE ONLY BIDS TO BE CONSIDERED WOULD BE TO PUR- CHASE EVERY LOT IN THE PACKAGE AND NO BID WILL BE CONSIDERED THAT IS LESS THAN THE MINIMUM BID.

ZANETIC ADDRESSED THERE MAY BE ONE LOT IN UNIT 15 THE COUNTY HAD A TAX DEED ON THAT DOESN'T EXIST; IF IT IS IN THE LIST, HE WOULD LIKE FOR IT TO BE TAKEN OUT. ATTORNEY HOLLEY REQUESTED HE LET HIM KNOW ABOUT THE LOT AND HE WILL EXCLUDE IT FROM THE LIST.

ZANETIC REQUESTED A PROVISION BE IN THE ADVERTISEMENT TO FAIRLY STATE THESE PROPERTIES ARE UNDEVELOPED AND CURRENTLY THERE ARE NO PLANS TO DEVELOP IT, WHICH MEANS THEY CAN NOT BUILD ON IT.

COMMISSIONER FINCH QUESTIONED DID THE BOARD WANT TO CONSIDER, IF SOMEONE BIDS AND SAY THEY ARE GOING TO BUILD A ROAD, GIVING THEM HALF THE MONIES BACK IF THEY BUILD A HOUSE ON IT. ATTORNEY HOLLEY ADVISED THEY DIDN'T AGREE TO THAT LAST TIME.

COMMISSIONER COPE QUESTIONED IF A DEVELOPER PURCHASED ALL THESE LOTS, THEY WOULD BE REQUIRED TO PAVE THE ROADS LIKE ANY OTHER DEVELOPER. COMMISSIONER FINCH AND ZANETIC BOTH AGREED THEY WOULD.

ZANETIC ADVISED THE UNITS ARE PLATTED AND EVERYTHING EXISTS; THERE ARE PROBABLY 6,000 PROPERTIES IN THE UNPLATTED AREA.

COMMISSIONER FINCH QUESTIONED IF DELTONA BOUGHT THESE PROPERTIES, PAVED THE ROADS AND PUT HOUSES ON THEM, WOULD THEY BE ENTITLED TO HALF THEIR MONIES BACK. ATTORNEY HOLLEY ADVISED THEY WOULD NOT UNLESS THE COUNTY CHANGED THEIR PREVIOUS ACTION.

COMMISSIONER COPE QUESTIONED WHY THE BOARD WAS JUST BIDDING OUT THESE PROPERTIES AND NOT ALL OF THEM. ZANETIC ADVISED THESE WERE ONLY THE LOTS THAT WERE UNDEVELOPED.

ATTORNEY HOLLEY ADVISED THE BOARD IF THEY APPROVE, HE WILL PUT THE LANGUAGE IN ABOUT THE UNIMPROVED NATURE OF THESE PROPERTIES AND CHANGE THE CLOSING DATE UNTIL DECEMBER 17TH SO THEY WILL BE ON THE TAX ROLL NEXT YEAR.

COMMISSIONER FINCH QUESTIONED HOW MANY LOTS WERE BEING ADVERTISED FOR SALE; ATTORNEY HOLLEY ADVISED THERE WERE 239 PROPERTIES ACCORDING TO THE LIST HE HAD BEEN PROVIDED.

COMMISSIONER COPE OFFERED A MOTION, SECONDED BY COMMISSIONER FINCH AND CARRIED TO ADVERTISE THE PROPERTIES FOR SALE WITH THE CLOSING DATE CHANGED TO DECEMBER 17TH AND THE LANGUAGE ABOUT THE UNIMPROVED NATURE OF THESE PROPERTIES INCLUDED IN THE ADVERTISEMENT.

ATTORNEY HOLLEY UPDATED THE BOARD ON A RELEASE OF LIABILITY FORM HE HAD PREPARED FOR THE HUNTING CLUB WANTING TO CROSS THE COUNTY'S LAND TO GET TO THEIR HUNTING LEASE NEAR CARYVILLE. HE STATED THE COUNTY ADMINISTRATOR NEEDS TO MAKE SURE EVERYONE IN THE HUNTING CLUB SIGNS A RELEASE BEFORE THEY CROSS THE COUNTY'S PROPERTY.

COMMISSIONER COPE QUESTIONED IF THE HUNTING CLUB REALIZED THEY WERE GOING TO HAVE TO CROSS OTHER PROPERTY TO GET TO THE COUNTY'S PROPERTY. ADMINISTRATOR HERBERT ADVISED THE HUNTING CLUB WAS AWARE OF THIS; THEY ARE GETTING APPROVAL

FROM CARYVILLE TO CROSS THEIR EASEMENT TO GET TO THE COUNTY PROPERTY AND THEN CROSSING THE COUNTY PROPERTY TO GET TO THEIR HUNTING LEASE PROPERTY.

COMMISSIONER COPE ADDRESSED THE CARYVILLE EASEMENT WAS A LONG TIME AGO AND SAID IT MIGHT NOW BE OWNED BY A PRIVATE INDIVIDUAL. COMMISSIONER COPE QUESTIONED IF THE COUNTY ALLOWED HUNTERS TO CROSS THE COUNTY PROPERTY AT ROAD AND BRIDGE; ATTORNEY HOLLEY ADVISED THE BOARD DID ALLOW HOWARD TILLER TO CROSS THEIR PROPERTY.

COMMISSIONER BROCK OFFERED A MOTION, SECONDED BY COMMISSIONER COPE TO APPROVE THE RELEASE OF LIABILITY FORM.

COMMISSIONER COPE QUESTIONED IF THE HUNTERS REALIZED THEY WERE NOT TO HUNT ON THE COUNTY PROPERTY; THEY WILL ONLY BE ALLOWED TO CROSS IT. HERBERT ADVISED THEY WERE AWARE OF THIS.

COMMISSIONER COPE QUESTIONED IF THE LOCATION OF THE BOUNDARY LINES WERE KNOWN. ADMINISTRATOR HERBERT STATED THAT ROBERT HARCUS MAY KNOW. COPE REFERENCED THE LAST TIME HE WENT ON THE PROPERTY, IT WAS GROWN UP AND IT WAS DIFFICULT TO TELL THE BOUNDARY LINES.

THE QUESTION ON THE MOTION WAS CALLED FOR. THE MOTION CARRIED UNANIMOUSLY.

COMMISSIONER BROCK UPDATED THE BOARD ON THE PURCHASE ORDERS BEING SENT TO FEMA LAST WEEK FOR AN ESTIMATED \$2,000,000; IT WILL BE AFTER THE FIRST OF THE YEAR BEFORE THE COUNTY COULD START THE WORK FOR FILL, ROCK, GRADING AND SHAPING, ETC. HE POINTED OUT IT LOOKED BRIGHT FOR ROAD AND BRIDGE FOR OVERTIME.

THE BOARD HAD BEEN PROVIDED A COPY OF AN EMPLOYMENT AGREEMENT FOR COUNTY ADMINISTRATOR PETER HERBERT. ATTORNEY HOLLEY SAID IF THE BOARD HAD ANY QUESTIONS ABOUT THE AGREEMENT, HE WOULD TRY AND ANSWER THEM; HOWEVER, HE HAD JUST WENT THROUGH THE DOCUMENT HIMSELF.

COMMISSIONER FINCH ADDRESSED THE BOARD JUST HAVING RECEIVED THE SIX PAGE DOCUMENT AND QUESTIONED THE ADMINISTRATOR IF THEY WERE SUPPOSE TO HAVE HAD TIME TO REVIEW IT. HE THEN STATED IF THE BOARD WAS TO ACT ON THE AGREEMENT TODAY, THEY SHOULD HAVE HAD A COPY DAYS AGO. HERBERT ADVISED HE DIDN'T SEE THE AGREEMENT UNTIL LATE WEDNESDAY, NOVEMBER 10TH.

COMMISSIONER FINCH ADDRESSED THIS BEING A LEGAL DOCUMENT THE BOARD IS TO VOTE ON AND HE HAS NO IDEA UNLESS THEY SPEND TWO TO THREE HOURS GOING THROUGH IT WHAT IS IN IT. HE SAID THE BOARD NEEDS A LEGAL OPINION AS TO WHETHER THEY ARE GETTING IN A SITUATION WHERE THEY ARE SETTING A PRECEDENCE. HE SAID IF ATTORNEY HOLLEY WOULD LIKE TO GO OVER EACH ITEM IN THE AGREEMENT, HE FEELS THIS WOULD BE APPROPRIATE.

ATTORNEY HOLLEY STATED HE HAD JUST LOOKED AT THE AGREEMENT THIS MORNING; HE WOULD BE GLAD TO GO OVER THE AGREEMENT AND EXPLAIN WHAT IT MEANS.

CHAIRMAN HALL REQUESTED ATTORNEY HOLLEY READ THE ENTIRE EMPLOYMENT AGREEMENT. AFTER ATTORNEY HOLLEY READ THE AGREEMENT IN ITS ENTIRETY, COMMISSIONER FINCH OFFERED A MOTION TO TABLE THE CONTRACT UNTIL NOVEMBER 18TH DUE TO NEW COMMISSIONERS COMING ABOARD AND THEY SHOULD HAVE THE OPPORTUNITY TO VOTE ON THIS. THE MOTION DIED FOR A LACK OF A SECOND.

COMMISSIONER COPE OFFERED A MOTION TO DISCUSS THE AGREEMENT TODAY AND TAKE IT ITEM PER ITEM AND GO THROUGH IT. THIS IS THE FIRST TIME HE HAS SEEN THE AGREEMENT AND HE DISAGREED WITH SOME OF THE LANGUAGE. HE EXPLAINED THAT HERBERT WAS HIRED BEFORE HE CAME ON BOARD SIX YEARS AGO AND HE DIDN'T HAVE A DECISION IN IT; HOWEVER, HE DOES HAVE A DECISION IN THIS AND HE FEELS HERBERT HAS DONE AN OUTSTANDING JOB. HE FURTHER EXPLAINED HERBERT HAS TAKEN ALL THE CERTIFICATION COURSES AND HAS BEEN CERTIFIED.

COMMISSIONER FINCH SAID EXACTLY AND ASKED WHY A CONTRACT WAS NEEDED JUST TO VALIDATE HERBERT'S EMPLOYMENT AS THE ADMINISTRATOR. HE REFERRED TO REMARKS COPE MADE ABOUT HERBERT TAKING COURSES AND DID A GOOD JOB; THIS SHOULD STAND ON ITS OWN. HE STATED NO ONE HAS SAID ANYTHING ABOUT TERMINATING HIM; HE IS THE ADMINISTRATOR. HE REFERRED TO THE COUNTY HAVING OTHER EMPLOYEES WHO SHOULD HAVE A CONTRACT TO AND IF THE BOARD SHOULD APPROVE THE CONTRACT, IT WOULD BE SETTING A PRECEDENCE FOR EMPLOYEES TO COME BEFORE THE BOARD WITH A CONTRACT. HE SAID

THE BOARD SHOULD APPROVE THE CONTRACTS FROM OTHER EMPLOYEES IF THEY APPROVE THE ADMINISTRATOR'S CONTRACT.

COMMISSIONER COPE SAID ADMINISTRATOR HERBERT COULD BE DISMISSED AT ANY TIME IF HE IS NOT DOING HIS JOB AND ANY OTHER EMPLOYEE SHOULD BE THE SAME WAY.

COMMISSIONER BROCK SAID THE ADMINISTRATOR'S CONTRACT WAS A FAIR CONTRACT FOR THE COUNTY AND THE ADMINISTRATOR. COMMISSIONER FINCH DISPUTED THIS STATING THERE SHOULDN'T BE A CONTRACT AS THEY HAVE NEVER HAD A CONTRACT WITH HIM.

COMMISSIONER BROCK REFERENCED OTHER COUNTIES HAVING CONTRACTS WITH THEIR ADMINISTRATORS. COMMISSIONER FINCH REITERATED WASHINGTON COUNTY HAS NEVER HAD A CONTRACT BEFORE AND WHY DO THEY NEED ONE NOW.

DON WALTERS ADDRESSED THE BOARD WITH CHAIRMAN HALL REQUESTING ANYONE WANTING TO SPEAK LIMIT IT TO THREE MINUTES. WALTERS SAID HE THOUGHT THIS CONTRACT WAS JUST A "SOUR GRAPES" ISSUE ON THE PART OF THE OUTGOING COUNTY COMMISSIONERS. HE SUGGESTED THE CONTRACT BE POSTPONED AND LET THE NEW COMMISSIONERS ACT ON IT; HE SAID HE FELT THE BOARD WAS TRYING TO TIE THE NEW COMMISSIONERS DOWN WITH SOME- THING THEY MAY NOT AGREE WITH. HE QUESTIONED THE LEGALITY OF THE CONTRACT; IF THEY ARE GOING TO START WITH A CONTRACT, THEY SHOULD ADVERTISE AND GO THROUGH THE PROPER PROCEDURES IN HIRING AN ADMINISTRATOR. HE STATED THE COUNTY ALREADY HAS A COUNTY ADMINI- STRATOR AND NO ONE IS TRYING TO FIRE HIM AT THIS TIME; HE FELT THIS CONTRACT WAS OUTRAGEOUS ON THE COMMISSIONERS GOING OUT. HE ALSO POINTED OUT THE PEOPLE KNEW HERBERT WAS COMMISSIONER BROCK'S NEPHEW AND WAS RELATED TO COMMISSIONER HALL AS WELL. BY ACTING ON THE CONTRACT, THEY ARE ENSURING HERBERT WILL BE REPLACED BECAUSE THEY ARE FORCING SOMETHING ON THE NEW COMMISSIONERS AND THE CITIZENS OF THE COUNTY THAT IS NOT WARRANTED. HE REITERATED HIS QUESTIONING THE LEGALITY OF THE CONTRACT AND FELT ATTORNEY HOLLEY WOULD ASSURE THE BOARD IF THEY WERE GOING TO GO WITH A CONTRACT, THEY WOULD NEED TO ADVERTISE FOR AN ADMINISTRATOR. HE STATED THE BOARD COULD GO AHEAD AND HIRE HERBERT BUT DIDN'T FEEL THEY COULD SIGN A CONTRACT WITHOUT ADVERTISING. COMMISSIONER HALL STATED HERBERT WAS NOT RELATED TO HIM.

NEWMAN BROCK ADDRESSED THE BOARD STATING THERE HAD BEEN NO INVITATION TO BID FOR AN ADMINISTRATOR AND REFERRED TO THE SPECIAL MEETING APPEARING TO BE A PANIC MEETING. NEWMAN ADDRESSED THE BOARD MEMBERS WHO WERE DEFEATED GO OFF THE BOARD ON TUESDAY AND HE VOICED HIS OBJECTION TO THE SPECIAL MEETING DUE TO LACK OF NOTIFICATION OF IT. HE REFERRED TO THE CONTRACT ON ITS FACE BEING UNCONSCIONABLE; IT IS LIKE A GOLDEN PARACHUTE AS IT PROVIDES A TWO YEAR BUYOUT FOR HERBERT. HE TOLD HERBERT HE RESPECTS HIM AS A COUNTY MANAGER BUT THE TWO YEAR BUYOUT IS RIDICULOUS.

NEWMAN ALSO ADDRESSED IT BEING A SHOCK THE COUNTY ATTORNEY HAD NOT EVEN SEEN THE CONTRACT BEFORE TODAY; HE WOULD BE STUNNED AT THE LATENESS FOR THE REVIEW OF THE CONTRACT. HE REFERRED TO HIM HAVING REVIEWED MANY CONTRACTS DURING HIS CAREER AND IT TAKES MORE TIME THAN FIFTEEN TO TWENTY MINUTES TO REVIEW A CONTRACT OF THIS COMPLEXITY THAT HAS SUCH A RESIDUAL AFFECT ON THE PEOPLE OF WASHINGTON COUNTY. HE REITERATED HIS OBJECTION TO THE LACK OF NOTICE OF THE SPECIAL CALLED MEETING AND THE MANNER ON HOW IT WAS HANDLED; THE CONTRACT NEEDS TIME TO BE REVIEWED AND STUDIED.

CHERYL WITHROW, WASHINGTON COUNTY NEWS REPORTER, QUESTIONED WHO PREPARED THE AGREEMENT. COMMISSIONER HALL INFORMED HER A COPY HAD BEEN OBTAINED FROM BAY COUNTY AND COPIED.

JERRY SAPP, ADDRESSED THE BOARD AND THE CITIZENS OF WASHINGTON COUNTY STATING, SINCE HE IS A NEW COUNTY COMMISSIONER, THE CONTRACT SETS A BAD STANDARD FOR THE OUTGOING BOARD MEMBERS. HE SAID WHEN HE LEAVES HIS SEAT AS COMMISSIONER, HE WANTS TO LEAVE IT IN A WAY WHERE IT WOULD BE FAIR TO THE COMMUNITY. HE WANTED TO BE ABLE TO SAY HE WAS FURNISHED HIS WORK AS A COUNTY COMMISSIONER TO THE BEST OF HIS ABILITY, FOR THE BEST INTEREST OF WASHINGTON COUNTY. HE STATED THE CONTRACT CERTAINLY DIDN'T REPRESENT THE BEST INTEREST OF

THE CITIZENS OF WASHINGTON COUNTY. IF IT DID, THERE WOULD BE A CONTRACT FOR EACH INDIVIDUAL EMPLOYEE AND THAT IS JUST UNHEARD OF.

SAPP SAID JUST BECAUSE SOME OF THE COMMISSION SEATS ARE GOING TO CHANGE, THE CRITERIA FOR THE COUNTY COMMISSION REMAINS THE SAME; THEY ARE TO SERVE TO THE BEST INTEREST OF THE CITIZENS OF WASHINGTON COUNTY. HE EXPLAINED THIS HAS PUT A BURDEN ON THE INCOMING COUNTY COMMISSIONERS FOR THEM TO DO THEIR JOB. EVEN IF THERE DID COME A TIME THEY NEEDED A REPLACEMENT, THE CONTRACT WOULD PUT THEM THROUGH A TREMENDOUS HURDLE TO GO THROUGH.

SAPP FURTHER STATED HE WAS NOT IMPRESSING THE FACT THEY MAY WANT TO RELINQUISH THE JOB NOR HAD NO INTENTION OF DOING SO; THIS DOES PUT A BAD TASTE IN THE MOUTHS OF THE CITIZENS OF WASHINGTON COUNTY THAT SOMETHING LIKE THIS WOULD BE BROUGHT UP A COMMISSION BOARD IN SUCH A SHORT NOTICE AND WITH SUCH A SEVERANCE PAY OF TWO YEARS. HE FEELS LET DOWN THE BOARD OF COMMISSIONERS WOULD DO SOMETHING LIKE THIS; HE REQUESTED THE BOARD TABLE ACTION AND LET THE INCOMING COUNTY COMMISSIONERS DEAL WITH THE ISSUE ON NOVEMBER 18TH.

PAUL GORDY REFERRED TO THE COUNTY ATTORNEY HAVING SAID HE HAD ONLY SEEN THE EMPLOYMENT AGREEMENT THIS MORNING AND QUESTIONED WHOSE IDEA IT WAS TO PREPARE THE AGREEMENT. COMMISSIONER HALL SAID IT WAS HIS IDEA.

GORDY SAID COMMISSIONER HALL WENT OUT OF THE SUNSHINE LAW DUE TO HIM NOT ASKING THE FELLOW COMMISSIONERS ABOUT THE PROJECT OR TELLING THEM ANYTHING ABOUT IT; HE STATED COMMISSIONER HALL WAS A LAME DUCK AND WOULDN'T BE EMPLOYED PAST THE 18TH OF NOVEMBER AND EXPECTS THE PEOPLE OF THE COUNTY TO PAY HIS BILLS TO GO ALONG WITH THIS TYPE OF ACTION.

GORDY THEN ASKED ATTORNEY HOLLEY HIS OPINION ON THE EMPLOYMENT AGREEMENT. ATTORNEY HOLLEY STATED HIS BIGGEST OBJECTION WITH THE AGREEMENT WAS THE SEVERANCE PAY. HE FELT THERE WAS NOTHING IN WRITING TO PROTECT HERBERT.

DISCUSSION WAS HELD AND IT WAS BROUGHT OUT OTHER COUNTIES HAVE CONTRACTS WITH THEIR ADMINISTRATOR. HERBERT SAID HE HAD READ THE EMPLOYMENT AGREEMENT AND WAS SURPRISED AT THE AMOUNT OF SEVERANCE PAY.

DONNIE STRICKLAND ADDRESSED THE BOARD STATING HE HAD NOTHING AGAINST ADMINISTRATOR HERBERT BUT FELT THE EMPLOYMENT AGREEMENT SHOULD HAVE BEEN TABLED UNTIL NOVEMBER 18TH AND LET THE NEW BOARD MAKE THE DECISION.

COMMISSIONER FINCH QUESTIONED IF THERE WAS ANYONE AT THE MEETING WHO FELT IT WAS A GOOD CONTRACT.

COMMISSIONER COPE SAID THE SEVERANCE PAY WAS TOO MUCH AND ASKED HERBERT WHAT HE WOULD AGREE ON. HERBERT REITERATED HE WAS SURPRISED AT THE AMOUNT OF SEVERANCE PAY AND WOULD BE IN AGREEMENT WITH WHAT- EVER THE COMMISSIONERS SAID.

MR. EDDY HOLMAN, EMPLOYEE AT PUBLIC WORKS, QUESTIONED IF THE BOARD GAVE THE COUNTY ADMINISTRATOR A CONTRACT, WHY WOULDN'T THE REST OF THE EMPLOYEES HAVE ONE. HE ALSO FELT THE ISSUE SHOULD BE TABLED AND THE NEW BOARD BE ALLOWED TO TAKE CARE OF THE CONTRACT.

COMMISSIONER COPE QUESTIONED IF THE OTHER COUNTIES HAVE AGREEMENTS WITH THEIR COUNTY EMPLOYEES. ATTORNEY HOLLEY ADVISED THE COUNTY NEEDS A POLICY FOR ALL EMPLOYEES.

COMMISSIONER FINCH SAID HE WANTED TIME FOR ATTORNEY HOLLEY TO LOOK AT AND MAKE CHANGES TO THE EMPLOYMENT AGREEMENT IF NEEDED.

MR. PAUL PIPPIN SAID HE WAS A PERSON WHO KNEW RIGHT FROM WRONG; THE ELECTION OF THE PEOPLE HAD DETERMINED NEW COMMISSIONERS AND HE FELT THE NEW BOARD SHOULD BE GIVEN THE CHANCE TO MAKE A DECISION ON THE EMPLOYMENT AGREEMENT. HE THEN VOICED HIS OPINION THE SEVERANCE PAY SHOULD NOT BE OVER SIX MONTHS. HE QUESTIONED IF THE COMMISSIONERS COULD LEGALLY DO THIS.

COMMISSIONER COPE ASKED WHAT THE BOARD NEEDED TO DO.

JERRY SAPP REITERATED THE EMPLOYMENT AGREEMENT PUTS A BAD TASTE IN A LOT OF MOUTHS. HE SAID IF HERBERT FEELS HE NEEDS A CONTRACT, IT SHOULD BE DONE RIGHT AND THE NEW BOARD SHOULD BE GIVEN THE RIGHT TO DECIDE.

BONNOM WESTERN, IN REGARDS TO THE TREE LIMBS THAT WERE CUT ON AMBUS LANE, ADDRESSED THE CREWS HAVING TO GUESS AT BOUNDARY LINES WHEN THEY GO AND TRIM

LIMBS, ETC.; IF IT IS DETERMINED THEY ARE WRONG, THE EMPLOYEES CAN LOSE THEIR JOB. HE ALSO VOICED HIS OBJECTION TO THE BOARD SIGNING THE EMPLOYMENT AGREEMENT FOR THE ADMINISTRATOR.

NEWMAN BROCK REITERATED THE ATTORNEY NEEDING TIME TO REVIEW THE EMPLOYMENT AGREEMENT AND POINTED OUT IT SEEMED ALL SOMEONE IS WANTING IS TO GET THE AGREEMENT PASSED BEFORE LEAVING THE BOARD.

DON WALTERS READDRESSSED THE BOARD STATING HE HAS HAD A PROBLEM WITH THE COMMISSIONERS FOR A LONG TIME MAKING DECISIONS WITHOUT DISCUSSING THEM. HE SAID HE WAS NOT AGAINST THE CONTRACT; HERBERT HAS DONE A GOOD JOB. HOWEVER, HE FELT THE ATTORNEY NEEDED TO REVIEW IT.

COMMISSIONER FINCH ASKED COMMISSIONER HALL IF ANY OTHER COMMISSIONERS WORKED WITH HIM ON THE EMPLOYMENT AGREEMENT; HALL REPLIED "NO".

MR. PAUL PHILLIPS SAID HE HAD LISTENED TO ALL THE DISCUSSION ON THE EMPLOYMENT AGREEMENT AND FELT THE TIMING WAS WRONG. HE SAID THE PEOPLE WERE NOT STUPID AND IT WAS NOT FAIR THE ATTORNEY HAD NOT HAD TIME TO REVIEW THE AGREEMENT. HE ASKED HERBERT IF HE WOULD WITHDRAW THE CONTRACT.

KATHY FOSTER SAID SHE HAD REVIEWED HER FAX COPY OF THE MEETING ON WEDNESDAY. ADMINISTRATOR HERBERT SAID THE NOTICE HAD WENT OUT THE FRIDAY BEFORE.

CHERYL, WASHINGTON COUNTY NEWS REPORTER, SAID SHE NEVER RECEIVED A COPY OF THE NOTICE OF THE SPECIAL MEETING BEING HELD TODAY.

KATHY FOSTER SAID SHE ATTENDED A MEETING AT ORANGE HILL LAST NIGHT, NOVEMBER 11, AND THERE WAS MUCH DISCUSSION ON THE SPECIAL MEETING BEING HELD TODAY; ONE THING DISCUSSED WAS THE COUNTY ADMINISTRATOR. WHEN ASKED IF OTHER EMPLOYEES WERE DISCUSSED, FOSTER REPLIED SHE WOULD HAVE TO LOOK AT HER NOTES.

COMMISSIONER FINCH MADE THE MOTION AGAIN TO TABLE THE EMPLOYMENT AGREEMENT UNTIL NOVEMBER 18TH. IT DIED FOR A LACK OF A SECOND AGAIN.

COMMISSIONER COPE OFFERED A MOTION, SECONDED BY COMMISSIONER BROCK TO ACCEPT THE EMPLOYMENT AGREEMENT WITH THE CHANGE OF ONE YEAR SEVERANCE PAY RATHER THAN TWO YEARS. COMMISSIONER BROCK SAID HE WOULD LIKE TO SAY HERBERT WAS HIS NEPHEW-IN-LAW. THE MOTION CARRIED WITH COMMISSIONER FINCH OPPOSING.

COMMISSIONER BROCK OFFERED A MOTION, SECONDED BY COMMISSIONER COPE FOR THE TRAVEL PAY FOR THE COMMISSIONERS TO BE READJUSTED WITH THE NEW COMMISSIONERS KEEPING UP WITH THEIR TRAVEL FOR ONE MONTH. COMMISSIONER FINCH SAID BROCK WANTED IT TO BE READJUSTED BECAUSE HE HAD RODE WITH HARCUS. THE MOTION CARRIED WITH COMMISSIONER FINCH OPPOSED.

CHERYL WITHROW WANTED IT ON RECORD SHE WAS NOT NOTIFIED OF THE SPECIAL CALLED MEETING HELD ON THIS DATE.

COMMISSIONER FINCH OFFERED A MOTION, SECONDED BY COMMISSIONER COPE AND CARRIED TO AUTHORIZE THE SIGNING OF THE 30 YEAR LEASE FROM SUNNY HILLS FIRE DEPARTMENT.

COMMISSIONER BROCK OFFERED A MOTION, SECONDED BY COMMISSIONER COPE AND CARRIED TO ADJOURN. ATTEST:_____

CLERK
END OF MINUTES FOR 11/12/04

CHAIRMAN