

WASHINGTON COUNTY BOARD OF COUNTY COMMISSIONERS

Location: Commission Board Room

1331 South Blvd., Chipley, FL 32428

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT
Alan T Bush	David Pettis, Jr.	Tray Hawkins	Wesley Griffin	David Corbin
	Chairman			Vice-Chairman

1. PROCLAMATION

- 1.1 Call to Order – David Pettis, Jr. Chairman
- 1.2 Invocation – Byron Western
- 1.3 Pledge

Present – Commissioners Bush, Pettis, Hawkins, Griffin, and Corbin. Also attending – Deputy Clerk Brantley, Clerk of Court, Lora C. Bell, County Administrator, Jeff Massey, and County Attorney Milton, Fuqua & Milton, P.A.

2. PUBLIC HEARING

- 2.1 Small-Scale Land Use Map Amendment for Property Located at 4850 Wilderness Road, Vernon, Florida – Dawn McDonald, Senior Planner presented the amendment for Armstrong for a parcel that is 4.01 +/- acres on Wilderness Road. The request is to change the land use from general commercial to residential-low for future residential development. No opposition from the public was received and the public notice was met. The staff and Planning Commission recommended approval. A final decision is before the board today.

3. ADOPT THE AGENDA

Amendments

- Remove 6.11- Approval to Bid MSBU Mowing Contract with Updated Scope of Work. The removal was requested by Mr. Healis and will be addressed at the March meeting.

Additions

- Agreement for Code Enforcement Special Magistrate Services – Attorney
- Wayside Park – Attorney
- 7.5 – Request for the acceptance of Al Keown’s resignation from the Washington County Planning Commission – Tray Hawkins
- 7.6 – Request for appointment of Michelle Cook to the Washington - County Planning Commission to fill the recent vacancy – Tray Hawkins
- 7.7 – Request for the acceptance of Kathy Gesslein’s resignation from the MSBU Board

Commissioner Hawkins offered a motion, seconded by Commissioner Griffin, and unanimously carried to approve the agenda as amended.

4. ADOPT PREVIOUS MINUTES

- 4.1 Workshop for January 11, 2024
- 4.2 Regular Board Meeting for January 18, 2024

Commissioner Bush offered a motion, seconded by Commissioner Corbin, and unanimously carried to approve the above-referenced minutes.

5. NON-AGENDA AUDIENCE/PUBLIC PARTICIPATION - Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.”

- The Washington County Board of County Commissioners has expanded this provision to allow members of the community to speak on a topic which is not currently before the Board/Agenda. To do so the community members should, prior to the start of the meeting, sign the public participation form provided at the door of the commission room, and shall state their name and the topic on which they wish to speak. During the Non-Agenda Audience portion of the meeting, the individual shall be given up to three (3) minutes to speak.
- Each individual shall have three (3) minutes to speak about a proposition before the Board. Prior to the time a meeting has been called to order, should an individual or group wish to address an item which is on the agenda for consideration, the individual or group shall obtain, from the Commission Secretary or Clerk, a public comment form and may write on the form their name and the agenda matter which they wish to address. The completed form(s) shall be returned to the Commission Secretary/Clerk, who shall provide the form(s) to the Chairperson. Should a particular group wish to address an item, they shall nominate a spokesperson to voice their ideas, comments, and concerns. In the event an individual wishes to speak on an item and has not signed up in advance, those who have signed shall be given priority.
- Any public comment before the board shall be directed to the Chairperson of the Board. It is not a question-and-answer period. Public comments concerning individual employees (other than those hired directly by the Board (County Administrator/County Attorney) shall not be entertained. Any comment, pros, or cons, regarding a county employee who does not report directly to the Board shall be addressed to the Human Relations Department or the County Administrator.

Simon Sheffield expressed his appreciation for the work that George Swauger has done at St. Joseph and suggested he should be recognized.

Repair of the road in front of the park has been requested for years. The issue may be the easements from the utility company. The request was to pave the road from the church to Gainer Road.

6. CONSENT AGENDA

- 6.1 Approval for Cash Carried Forward for Items Approved at the January 18, 2024, Meeting
- 6.2 Approval of Florida Detroit Diesel Contracts for Generator Maintenance
- 6.3 Approval of SHIP Change Order for Holley Development Group

- 6.4 Approval of Statement of Assurance for Property Acquisition Projects
- 6.5 Approval of Opioids Funds Request for Sheriff Crews totaling \$25,637.36
- 6.6 Approval of Notice of Award for Worley Road Mitigation Project, Section B, Contingent on Approval from DEM, and FEMA
- 6.7 Approval of Notice of Award for Worley Road Mitigation Project, Section C, contingent on FEMA and DEM approval of Section B, and authorization to negotiate pricing.
- 6.8 Approval of Contract with Xtreme Logistics Gulf Coast, LLC for Portlets
- 6.9 Approval of Change Order Number 4 for ITB 2022-07
- 6.10 Approval of Ag Center Rental Agreement-Charges  
Commissioner Bush offered a motion, seconded by Commissioner Hawkins. Commissioner Bush amended his motion to approve the agenda with the removal of item 6.10, moving it to the regular agenda. The amended motion was seconded by Commissioner Hawkins.

Commissioner Pettis said item 6.10 will be listed on the regular agenda as 7.8. The motion on the floor carried unanimously.

## 7. AGENDA

- 7.1 Request for Approval of Small-Scale Future Land Use Map Amendment for Property found at 4850 Wilderness Road, Vernon, Florida – Commissioner Bush offered a motion, seconded by Commissioner Hawkins, and unanimously carried to approve agenda item 7.1.
- 7.2 Rock Hauling Discussion – Henry Grimes, Contractor (Not Present)
- 7.3 Announcement of Washington County Public Library Expansion Grant Totaling \$3,997,816.00 – Renae Rountree, Library Director addressed the board. Per board approval in October federal funds were applied for through Florida Commerce formerly known as the Department of Economic Opportunity and was 1 of 29 in Florida that was approved for the funds. Brent Melvin helped with the grant application process.

Commissioner Bush recognized Renae and Brent for their work on the application and went on to thank Renae for her dedication to the library.

Commissioner Hawkins added that it is a pleasure when something about a library is brought up at the capital and Renae's name is mentioned as a reference.

Renae Rountree said added space is needed. Last month 629 books were sent out to children through the Dollie Pardon Imagination Library, which was possible because the board funded the program.

Once the agreement is ready it will be brought before the board for approval. The inter-local agreement with the City of Chipley will need to be updated since the City of Chipley owns the property. Washington County is ranked #7 for library construction for remodeling at the Vernon library. The House has not funded it, but it is funded up to the top 10 on

the list on the Senate side. An email has been sent to the Bureau Chief to see what options are available for Sunny Hills Library.

- 7.4 2024 Tax Certificate List – David Pettis, Jr. said the list of properties valued at \$3,500.00 or greater has been provided to the board as discussed in the workshop. The list includes 7/8 parcels, which would cost \$34,400.00 in addition to the cost associated with obtaining the properties through the Clerk's Office.

Wendy White, Human Resources said the added expense would be \$500.00 - \$800.00 per parcel.

Commissioner Hawkins offered a motion, seconded by Commissioner Corbin, and unanimously carried to approve the 2024 Tax Certificate List that has the properties assessed at \$3,500.00 or greater value to come back into the county's ownership.

- 7.5 Al Keown Washington County Planning Commission Resignation – Tray Hawkins offered a motion, seconded by Commissioner Bush, and unanimously carried to accept Mr. Keown's resignation from Washington County Planning Commission for District 3. He has served on the board for over 20 years.

- 7.6 Michelle Cook Appointment to Washington County Planning Commission – Tray Hawkins said Michelle Cook has served multiple roles at the City of Vernon level and she is Al Keown's daughter, who he endorsed.

Commissioner Hawkins offered a motion, seconded by Commissioner Bush, and unanimously carried to appoint Michelle Cook to the Washington County Planning Commission for District 3.

- 7.7 Resignation of Kathy Gesslein from the MSBU Board – Tray Hawkins said Kathy Gesslein requested to step down from the MSBU Board, however, she did express interest in continuing to be involved and work with Mr. Healis but due to an upcoming family event, she will be involved in she has requested this resignation. She would like to serve on the board in the future. She provided suggestions for a replacement, which have been contacted.

Commissioner Hawkins offered a motion, seconded by Commissioner Corbin, and unanimously carried to accept Kathy Gesslein's resignation as MSBU Member for District 3.

Chairman Pettis noted that they discussed having names prepared for the terms that are ending by next month.

Commissioner Hawkins said that he is awaiting a couple of responses.

- 7.8 Approval of Ag Center Rental Agreement/Charges – Commissioner Bush

said that it was brought to their attention that the Jackpot Chair was said to be a for-profit group when they were mentioned during the discussion at the workshop about the rental of the barn, however, the group is a non-profit group, which has used their funds for scholarships.

Attorney Milton said that he believes that he addressed that per a request made by the facility administrator. Under paragraph 2, page 3, where the \$0.00 rental fee for the livestock barn arena is mentioned, there is the language that was added there based on his request. The original language said not-for-profit livestock events or limited temporary use of the facility including transferring livestock between trailers or overnight boarding of livestock during extended transport to be decided by the facility administrator. The added language to the end of that says youth-focused contests or events geared toward livestock or all proceeds benefit the youth participants/groups or some other charitable purpose.

Commissioner Bush said the only thing that he would add is the group that was referenced is a non-profit and would have the ability to show proof of that. Added verbiage helps.

Commissioner Hawkins offered a motion, seconded by Commissioner Corbin to approve the ag center agreement as amended.

James Brooks said the equestrian park at Daniels Lake (the site of the rodeo) is similar. There is no policy in place by the county for the rental of it. Will one be put in place in the future? Who owns the park or runs it? FEMA Funds were spent on it. It was called an isolation park. How can the public use that? What is the rental fee? A citizen transferred information to him that the rental fee they were given from Sheriff Crews was \$4,500.00. The sheriff and the county have been asked this question. The sheriff does not have a policy. The citizens would like to use that, and it belongs to the taxpayers.

Larry Zezula suggested the non-profits that rent the ag center could put up a donation box, where funds are given to the county.

The motion on the floor carried unanimously.

## 8. FEMA COORDINATOR

- 8.1 Ag Center Flood Mitigation – Kevan Parker said it was confirmed with the Clerk's Office that the funds for this project have been received. The project includes a wall, a 6-inch pump and assorted hoses, drainage improvements, and parking improvements (Alday-Howell is working on) in conjunction with the portico at the front. An amendment can be made at the end for the underruns to be used for parking and drainage if needed.

Commissioner Griffin asked if there was any cost from the county.

Kevan Parker said no. There was a cost share approved because Washington County is a fiscally constrained county. There is the state share and the cost share for that, so there should not be any.

Commissioner Hawkins offered a motion, seconded by Commissioner Corbin, and unanimously carried to continue with the Ag Center Flood Mitigation Plan as described.

- 8.2 Worley Road Update – Kevan Parker said the costs have gone through the CRC and moved to mitigation since the meeting last Thursday. They have increased the return to pre-disaster condition to \$600,000.00 +/-, which allows the mitigation to be done.

9. PUBLIC WORKS SUPERVISOR – None

10. ENGINEERING PROJECTS UPDATE

- 10.1 Retainage of 5% for Contractors - HMB Professional Engineers, Inc. – Donald Stanley said the contract does not address releasing retainage in a work stoppage situation and would require board action to do so if the board chooses to. If work begins again, the retainage will accumulate every pay period.

Attorney Milton said in the normal contract if completed the retainage is released upon sign-off of the work. If the contract is ended, the retainage would be paid for the work that was performed. There is no language where the contract is not terminated but extended and the contractor wants the retainage for work that has been performed. There is language that says the board and the contractor can mutually agree to extend the contract beyond the period set forth. A few months back there was an extension done without terminating, hoping things would move forward. The suggestion is an approval of a change order showing that all parties agree that the contract will be extended for a specific period in consideration that the county will agree to pay retainage for work that has been performed.

Donald Stanley asked if it would be acceptable for it to be done like the amended agreement. The 90-day extension that was issued in January ends in April. If nothing is heard by April, both parties would have to agree to an added extension.

Attorney Milton told the board that the amendment was not ready, but it would include language that the board would agree to release the retainage, or the contractor would agree to extend the contract time by 90 additional days in consideration of the board agreeing to release the retainage for work currently performed. The second example is what would be suggested to the board.

Donald Stanley suggested making amendments in 90-day increments because that is the way the amendment to the contract reads.

Commissioner Bush offered a motion, seconded by Commissioner Hawkins to extend the contract an added 90 days, and in consideration of the extension, the board will agree to release the retainage.

Attorney Milton told Donald Stanley if the contractor disagreed, then he would need to come back before the board.

Commissioner Corbin said that he does not want the contractors to leave in the middle of things after they have been paid in full.

Donald Stanley said it is retainage on work they performed to date.

Commissioner Griffin asked if there was an update on the extension of the contracts.

Donald Stanley said that he was not aware of anything.

The motion on the floor carried unanimously.

- 11. COUNTY ADMINISTRATOR – None
- 12. CLERK –
  - 12.1 January Vouchers Totaling \$3,842,606.53 – Clerk Bell

Commissioner Corbin asked if the first phase with Wildstar was complete.

County Administrator Massey said closeout should be finished within a week and should be sent to the state.

Commissioner Corbin asked if they were at that point.

County Administrator Massey said yes.

- 13. COUNTY ATTORNEY – Attorney Milton addressed the board.
  - 13.1 Termination of Lease for Sunny Hills Fountain – A draft has been prepared for the mutual release and termination of the agreement. Approval of the release would be needed at this time. It is unknown whether MSBU and/or County Administrator Massey has received a response from Deltona, however, it is their understanding that they are in favor of ending the lease.

Commissioner Bush offered a motion, seconded by Commissioner Hawkins, to go ahead with the mutual release and termination of the fountain pending Deltona's acceptance.

Attorney Milton said if they disagree, and it is a material change, it will

come back before the board.

County Administrator Massey said that Deltona realized the fountain is in disrepair, however, the owner said they are willing to take it back so that it can be fixed correctly.

Commissioner Bush asked when they take over that parcel will they take over the maintenance of landscaping on the parcel.

Attorney Milton said the lease addressed the fountain, and football field (median). Once the lease has ended the maintenance for that would go away from a county standpoint.

Commissioner Bush asked if the changeable message sign was on the parcel.

County Administrator Massey said that it was, and he would speak with Deltona regarding this.

The motion on the floor carried unanimously.

13.2 Code Enforcement Special Magistrate Agreement – Mr. Nolan is an attorney from Graceville and represents the Holmes County Board of County Commissioners therefore he is familiar with representing public entities and these types of issues. The agreement can be ended upon 30 days' notice.

Commissioner Hawkins offered a motion, seconded by Commissioner Corbin, to approve the special magistrate agreement for code enforcement.

Lynne Abel asked if the agreement included services for animal control.

Attorney Milton said it does not, but he can ask him if he would agree to provide that service.

Lynne Abel said the animal control ordinance was recently changed to remove the Dangerous Dog Board and include a magistrate. This would be an opportunity to pull that together.

Attorney Milton said that he would contact him.

Commissioner Bush asked if it was included in the ordinance that the defendant cover the special magistrate fees.

Attorney Milton said they try to incorporate those types of fees in the order.



Commissioner Hawkins amended his motion to include the magistrate for animal control pending Mr. Nolan agreeing to it. Commissioner Corbin seconded the motion, which was carried unanimously.

- 13.2 Wayside Park Discussion/Direction – Attorney Milton said during the workshop, he mentioned that there was a hearing on the Motion for Summary Judgement. Since the workshop, the parties submitted proposed orders. The judge entered his order, which adopted the county's order/granted the county's Motion for Summary Judgement. The order essentially said the court agreed that the issue had been resolved in 2014, which reflected that the county owned the boat ramp, parking area, and driveway. When the case was originally filed a safe harbor letter was sent stating that it was the county's position that the case was unfounded and had been resolved in 2014. A motion for a sanctions letter was drawn up when the case was originally filed by Mrs. Blackmon. The motion is still open. Now that the county has received this order, direction is needed on who the motion for sanction needs to be to. It says that it is our position that the case lacks sufficient factual or legal support and that Mrs. Blackmon, and her attorney should have known that before filing. A safe harbor letter was issued that said they had a specific number of days to dismiss the case and if not, fees would be requested. Does the board want to move forward with the motion for fees? The county can say they have received an order, and the case is over. If she files an appeal, it may be months/over a year before a ruling from the appellate court is issued. The county can say the case is over and is choosing not to pursue that motion for fees. Another view is that we tried to get you to drop this before it reached this point, the county has incurred fees, therefore we are moving forward to recoup those fees that have been paid to defend this case when you knew or should have known that the case should not have been brought forward. Another option is the county will agree to waive those fees if you agree to waive any appellate rights and sign a quit claim deed, acknowledging that the case is over. There are 30 days from the issuance of the order to proceed. The judge may say there was some factual basis, just not enough to overcome Summary Judgment and not award fees to the county.

Commissioner Bush asked how much the fees were.

Attorney Milton provided an estimate of \$8,000.00 - \$12,000.00. There were added hearings, depositions, and motions filed.

Regarding a quit claim deed. The previous order was for a quiet title in this parcel in favor of the county. The order now does not do anything further. It says the court has already ruled that this is county property in 2014. From a title standpoint, a quitclaim deed is not needed. The quitclaim deed represents this is over and anything further is being waived. There would be a document, signed by her, and recorded that says it is done. The title is already in the county's name, which was the

defense and what the court ruled upon. Part of their argument was that they did not know what the court did a quiet title for in the 2014 order. The hashtag map that was attached to the notice that was recorded, that notice had a survey attached that had a hashtag where in the prior lawsuit the attorney and Mr. Corbin, an earlier county employee had marked on the survey what they were depicting and claiming as county-owned property. That hashtag map is a survey and a certain part of it depicts what the county owns. If there is a quit claim deed, that same survey/same map would be used, however, a legal description would be attached to it, which would be the only difference.

Commissioner Griffin asked who paid taxes on that. Did the county?

Attorney Milton said that is part of her argument and is unknown to him. That is handled by the tax collector and property appraiser. The county does not pay taxes on its property. She has the right to pursue recovery of those taxes through the tax collector if she chooses.

Commissioner Bush said it did not feel right to spend what was spent on this and win but not try to get the taxpayer's funds back.

Commissioner Corbin offered a motion, seconded by Commissioner Bush to select option 3, and if that falls through to proceed with option 2.

Chairman Pettis clarified option 3 as the county would waive the fees, and she would waive her appellate rights, and sign a quit claim deed. If that is not acceptable to her the second option would be for the county to pursue recovery of attorney fees.

James Brooks said the citizen paid taxes on that for 10 years. A citizen sold them that same piece of property in 2012. Was the sale illegal? Who dropped the ball on having her pay taxes for 10 years? She and her family believe they own that property and believe the hashtag map is bogus, whatever the judge says. He is for the county. She does not have the resources that those two have to use him. Is the attorney paid with taxpayers' funds or insurance?

Attorney Milton said the issue was resolved in 2014. It is unclear what piece of property she bought. Mr. Kirk, her dad filed the lawsuit against the county in 2012. The county prevailed in that lawsuit, and he appealed the order up to the first DCA. The first DCA agreed. That case was resolved in 2014. Regarding anyone dropping the ball, if someone pays taxes on something that is not controlled by the board. The board does not assess or collect taxes. That is the property appraiser or the tax collector. This board defended ownership of its property. The court ruled in 2014 that the county owned the boat ramp.

James Brooks asked at the time it was decided should the Summary

Judgment have gone to the tax appraiser. Was there any notification sent?

Attorney Milton said the final order was recorded in 2014. When the county gets a deed/final judgment the county and its attorney do not send the document to the property appraiser or tax collector. Their process is to review what is recorded from the Clerk's Office. It is not an extra step this board, current attorney, or prior attorney must do.

James Brooks said the property was sold to Hal Kirk for \$50,000.00. Has anybody investigated the sale?

Attorney Milton said that is not the rule of the board/county.

Commissioner Corbin asked who put the boat ramp in.

Attorney Milton said per the transcripts from the 2012 lawsuit it was the county using federal dollars.

Commissioner Bush said it was not likely FEMA money. It was likely a grant from the Florida Game and Fish.

Attorney Milton said that is possible.

Commissioner Hawkins said it could be a CDBG Grant or FRDAP Grant.

Benita Crittendon asked for clarification on how this surfaced after 10 years; for the county to address this/claim this property.

Attorney Milton said that it is his understanding that Mrs. Blackmon attempted to sell the boat ramp and the potential buyer contacted planning and zoning asking if they could continue using the property for a public boat ramp. Mrs. Blackmon's earlier attorney, Mark Davis acknowledged in 2018 that they did not own the boat ramp. There is a lot of information out there from her and her dad acknowledging that they did not own it.

Benita Crittendon said that one of the rumors in the community is that Mrs. Blackmon had a potential sale ready, or the county was trying to pursue reclaiming that property for the potential of selling it, and there was a developer interested in building a business there that had a partner/member of the board that would be a conflict of interest. There is an element in the community that a current commissioner has a backdoor business deal going on to create a business at that place on the creek.

Commissioner Bush asked what started the lawsuit in 2012.

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Attorney Milton provided his understanding from reading the transcripts. There were at least 8 -10 different depositions, transcripts that were filed, and hundreds to thousands of pages of documentation in the 2012 lawsuit that he reviewed to seek the history of what occurred. It is his understanding that there was a third lawsuit that was started by the City of Vernon against Mr. Kirk, which was an injunction proceeding that the City of Vernon prevailed, and that said Mr. Kirk cannot interfere with the town's use of its park. At the time, there was a 200 x 200 square foot area that DOT deeded to the City of Vernon. In 2012, Mr. Kirk started a lawsuit against the City of Vernon and the County of Washington regarding the same property, which is what started this issue.

Commissioner Hawkins spoke for clarification to a statement earlier in the meeting. If the property was ever not used for its normal resource DOT deeded it to the City of Vernon who in turn deeded it to the county. Is it clear that the 200 x 200 reverts to the Clarence Miller property if it is no longer used? The deed needs to be read regarding this.

Attorney Milton said the transcripts go through history, which is all public records in the court file. That is what the court relied upon. It has been dedicated and used as a public park for 40 – 70 years.

Commissioner Hawkins said the prominent member referred to earlier has dedicated much of her time to this community. She will tell you that neither she nor her husband owned the park. Before going to swim there he never called that community member and asked if he could swim at Wayside Park or if he could launch his boat there as you would if you were entering private property.

Larry Zezula said this is complicated. Since he began visiting in 2015, he was aware of it being a public park and was told that the gentlemen who set up the equipment on the bank were leasing from the county.

Attorney Milton said there is a boat ramp part and beyond that is her private property where some equipment is found. The county is not claiming any part of that.

Commissioner Pettis said where the water slides are found is her private property.

Larry Zezula said the boat ramp was likely put in as an access point to the springs.

The motion on the floor regarding the direction for Attorney Milton was carried unanimously.

County Administrator Massey said that he agrees with the special magistrate being used for animal control, however, today the agreement

was brought before the board for code enforcement. Could the motion be said where the agreement can be exercised now? Some cases have been on hold for an extended period.

Commissioner Hawkins said his motion was to go ahead with the agreement and Attorney Milton would contact the attorney regarding animal control. The agreement is in place as of today.

14. ADJOURN