

January 5, 2017



Gilchrist County Board of County Commissioners

Vision Statement: *Our vision for Gilchrist County in 2030 is rural communities working in harmony to provide opportunities for all its citizens through balanced growth and enhanced education, while preserving our proud heritage, natural resources and agriculture.*



Agenda

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January 5, 2017

Call to Order **4:00 p.m.**

Prayer/Flag

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Time Certain Schedule (**nothing scheduled at this time**)

FYI **documents filed in the Clerk's office** Page 38

Commissioner Reports

Old Business

New Business

Public Participation

Adjourn



Consent Agenda

January 5, 2017

Approval of Bills

On file in Clerk's Office December 2016

Approval Request

Satisfaction of Mortgage Vernola Smith

Request for Payment Approval

SREC, Inc./SHIP

Down Payment & Closing Costs for Diego Lomeli \$16,575.00

Small County Coalition

Invoice for FY 2016-2017 Participation Fees \$4,043.90

Dewberry | Preble-Rish

Inv#1373852, SW 10th Street \$3,313.83

Inv#1373853, County Road 341 \$5,668.70

Inv#1373840, Santa Fe Park Loop \$6,000.00.

Anderson Columbia Co., Inc.

Inv#71865, County Road 341 \$177,541.96

Inv#71866, SW 10th Street \$17,612.38

Barbara Merritt, Tax Collector, Reimbursement Requests

Mailing of 2016 Year Tax Statements \$4,039.99

Mailing 2016 Year Installment Tax Statements (December) \$308.66

Prepared by and return to:
David M. Lang, Jr.
Gilchrist County Attorney
P.O. Box 51
Trenton, Florida 32693

Tax Parcel No.: 16-10-15-0041-000V-0120

SATISFACTION OF MORTGAGE

GILCHRIST COUNTY, FLORIDA, a political subdivision of the State of Florida, is the owner and holder of a certain Mortgage securing a Deferred Payment Loan executed by Vernola Smith, to Gilchrist County, Florida, through its SHIP Housing Assistance Purchase Program, bearing the date of September 8, 2003, filed September 12, 2003, and recorded as Instrument #2003004743 of the public records of Gilchrist County, Florida. GILCHRIST COUNTY, FLORIDA, hereby acknowledges full satisfaction of said Mortgage securing Deferred Payment Loan, and the lien created thereby, relating to the following described real property in Gilchrist County:

"AS DESCRIBED IN SAID MORTGAGE."

Dated: _____.

GILCHRIST COUNTY, FLORIDA

(SEAL)

By: _____
D. Ray Harrison, Jr., Chair
Board of County Commissioners

Attest:

Todd Newton
Clerk of Circuit Court

STATE OF FLORIDA
COUNTY OF GILCHRIST

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by D. Ray Harrison, Jr., as Chair of the Board of County Commissioners, on behalf of said commission, Such person:

- () is personally known to me.
- () produced a current Florida Driver's license as identification.
- () produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____
-SEAL-

Prepared by: Gilchrist Title Services, Inc.
Pamela D. Burt
Post Office Drawer 1357
Trenton, Florida 32693

**MORTGAGE DEED SECURING A DEFERRED
PAYMENT LOAN**

WHEREAS, Vernola Smith, A single person, whose address is P.O. Box 254, Trenton, FL 32693 hereinafter called the MORTGAGOR (whether one or more, which term shall include the heirs, legal representatives, successors and assigns of said Mortgagor, wherever the context so requires or admits), is justly indebted unto GILCHRIST COUNTY, a political subdivision of the State of Florida, Post Office Box 37, Trenton, Florida 32693, through its SHIP Housing Assistance Purchase Program hereinafter referred to as the "Program," hereinafter called the MORTGAGEE (whether one or more, successors and assigns of said Mortgagee, wherever the context so requires or admits), in the sum of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00), as evidenced by one certain promissory note hereinafter described, and;

WHEREAS, the said Mortgagor is desirous of better and more fully securing the payment of the said sums together with interest to accrue thereon according to the legal tenor and effect of the said Promissory Note; and

WHEREAS, the Program and Loan are funded through the State of Florida's State Housing Initiatives Partnership (SHIP) funds; and

WHEREAS, the parties hereto wish to preclude speculation and windfall profits from the use or sale of properties assisted with such funds.

KNOW ALL MEN BY THESE PRESENTS, That the said Mortgagor for and in consideration of the premises hereinbefore mentioned and the sum of One Dollar (\$1.00) to said Mortgagee in hand paid, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Mortgagee and said Mortgagee's heirs, successors, legal representatives and assigns, all the following described piece, parcel or tract of land, situated, lying and being in the County of Gilchrist, State of Florida, to-wit:

Lots 12, 13 and 14, Block V, South Trenton, a subdivision as per plat thereof filed in the public records of Gilchrist County, Florida.

TOGETHER with all rents, revenues, issue, profit or income derived or to be derived therefrom.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances to the same belonging or in anywise appertaining, unto the said Mortgagee and said Mortgagee's heirs, legal representatives, successors and assigns forever. PROVIDED, however, and these presents are upon this express condition, that if the said Mortgagor shall well and truly pay, or cause to be paid, the said sum of money covenanted to be paid by said promissory note according to the legal tenor and effect thereof together with other notes for such further, other and future advances, or any renewals of the indebtedness evidenced thereby as may be made by said Mortgagee to said Mortgagor and shall fully keep and perform all of the other covenants, conditions

and stipulations in this mortgage and said note contained, then this obligation shall be null and void, otherwise to remain in full force and virtue.

The sum of money mentioned in this mortgage is evidenced by a Promissory Note, the payment of which is secured by this mortgage, said note being substantially in the following words and figures, to-wit:

PROMISSORY NOTE TO
GILCHRIST COUNTY, FLORIDA, THROUGH
ITS SHIP HOUSING PURCHASE ASSISTANCE PROGRAM

\$ 17,500.00 Trenton, Florida September 8, 2003

FOR VALUE RECEIVED, the undersigned, agrees and promises to pay to the order of GILCHRIST COUNTY, a political subdivision of the State of Florida, a Deferred Payment Loan in the principal sum of Seventeen Thousand Five Hundred and NO/100 Dollars (\$17,500.00), with interest thereon as hereinafter determined, said interest being payable as below specified, both principal and interest being payable in lawful money of the United States of America at Post Office Box 37, Trenton, Florida 32693, or at such other address as the holder from time to time may specify by written notice to the maker(s), said principal and interest to be paid at the date(s) and in the manner following:

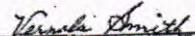
The term of this Deferred Payment Loan shall be ten (10) years from the date hereof, at zero percent (0%) interest per annum, provided the loan remains eligible for deferred payment under the County SHIP Program. The note shall become due if the conditions of the deferred loan program are not met during the term hereof, including the sale or transfer of the secured property by the Maker(s) or cessation of the use of the secured property as the Maker's primary residence during the term of this note.

In the event this note becomes due during the ten (10) year period, the amount due shall be a pro-rata based upon the percentage of the ten (10) years during which the terms of this note and the securing mortgage were maintained (e.g. after 5 years, 50% of the initial loan amount would be payable to the County).

If default be made in the payment of any of said sums or interest in the performance of any agreements contained herein, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being of the essence of this contract, and said principal sum and said accrued interest shall both bear interest at the rate of eighteen percentum (18%) per annum, from such time until paid. All sums paid hereunder shall be credited first to accrued interest and then to principal.

Each maker and endorser waives presentment, protest, notice and protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, and including without limitation, attorney's fees on appeal, if counsel shall after maturity of this note or default hereunder, be employed to collect this note.

This note is secured by a Real Estate Mortgage of even date herewith.


Vernola Smith

Prepared by:
Famela D. Burt
Gilchrist Title Services, Inc.
Post Office Drawer 1357
Trenton, Florida 32693

D7849

It is further covenanted and agreed by the Mortgagor to and with the Mortgagee as follows, to-wit:

1. To pay the sums of money evidenced by said note(s) above described and this mortgage according to the legal tenor and effect thereof, together with other notes for such further, other and future advances, or any renewals of the indebtedness evidenced thereby as may be made by said Mortgagee to said Mortgagor.

2. To pay all and singular the taxes and assessment, levies, liabilities, obligations and encumbrances of every nature on said described property, and if the same be not promptly paid, the said Mortgagee, or said Mortgagee's heirs, legal representatives or assigns may at any time pay the same, and every payment so made shall bear interest from the date thereof at the highest legal rate per annum, and said payments together with such interest shall be secured by the lien of this mortgage.

3. To continuously keep all buildings now and hereafter placed upon said lands fully insured against direct loss by fire, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, and smoke by an insurance company or companies authorized to do business within the State of Florida, acceptable to the Mortgagee, in an amount of not less than the fully insurable value of same, with a loss payable clause to the Mortgagee as its interests shall appear, and in the event of a breach of this covenant to insure, said Mortgagee shall have the right to place and pay for such insurance and each and every such payment shall bear interest from the date of such payment until paid at the highest legal rate per annum, and such payment together with such interest shall be secured by the lien of this mortgage. Failure to maintain the insurance as above described shall constitute a default.

4. To permit, commit, or suffer no waste, impairment or deterioration of said property or any part thereof, and to keep said buildings and premises in good repair and condition throughout the life of this mortgage.

5. At least one of the Mortgagors who were awarded the Deferred Payment Loan under the Program shall remain an owner-occupant during the term of the loan secured hereby. Sale or transfer of the secured property by Mortgagor or cessation of its use as Mortgagor's primary residence during the ten (10) year term of this Mortgage shall constitute a default of this Deferred Payment Loan. Transfer of ownership, by virtue of the death of Mortgagor, to Mortgagor's spouse or the lineal descendent(s) of the Mortgagor who are or immediately become occupants of the premises shall not constitute a default, but the terms of this mortgage shall run with title to the land for its term.

6. In the event, however, the Mortgagor shall fail to keep and perform fully any of said covenants or agreements set forth in this mortgage or in said note for a period of thirty (30) days, or if the Mortgagor becomes ineligible under the Program, then the Mortgagor shall and does hereby give unto the Mortgagee the right and option of declaring said note immediately due and payable, and all rights of the Mortgagor under this mortgage immediately forfeited, and institute such proceedings as may be advised, whether by foreclosure or otherwise, for the collection for said note and enforcing the lien of said mortgage, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time. Provided, however, that the County may by Resolution, provide for the payment of any lien over not more than ten (10) years from the date of said resolution, with interest thereof not exceeding ten (10%) percent per annum, on the unpaid balance. Provided further that, if at any time it is determined by the County that the Mortgagor qualified for and received these Deferred Payment Loan Funds (DPL) under fraudulent pretenses or statements or by any other means of misrepresentation, the full amount of the Deferred Payment Loan shall immediately become due and payable to the Mortgagee by the Mortgagor, together with interest at the highest legal rate from the date of the Note

secured hereby.

7. In the event it should become necessary in the opinion of the holder of said note and this mortgage to place same in the hands of an attorney for collection or suit is brought on same, the Mortgagor agrees to pay all costs, charges, and expenses of the same, including all court costs, a reasonable attorney's fee and abstract charges.

8. The Mortgagee may, at any time while a suit is pending to foreclose or to reform this mortgage, or to enforce any claims arising hereunder, apply to the Court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises covered hereby. Including all and singular the income, profits, issues and revenue from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor of the defendants, and such rents, profits, income, issues and revenue shall be applied by such receiver according to the lien of this mortgage and the practice of such court.

The Mortgagor hereby fully warrants the title to said lands and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Mortgagor has hereunto set her hand(s) and seal(s) the 8th day of September, A.D. 2003.

Signed, sealed and delivered in our presence as witnesses:

Lynn Backstrom
LYNN BACKSTROM

Vernola Smith
Vernola Smith

Pamela D. Burt
PAMELA D. BURT

STATE OF FLORIDA
COUNTY OF GILCHRIST

PERSONALLY came before me, Vernola Smith, who has produced a driver's license as identification, and who executed the above foregoing mortgage and she acknowledged before me that she signed, sealed and delivered the same at the time and place, in the manner, and for the uses and purposes as therein set forth and contained.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September, 2003.

Pamela D. Burt

NOTARY PUBLIC
My Commission Expires:





Suwannee River Economic Council, Inc.

Post Office Box 70
Live Oak, Florida 32064

Administrative Office - Phone (386) 362-4115

Fax (386) 362-4078

E-Mail: mattpearson@suwanneec.net

Website: www.srecinc.org

GILCHRIST COUNTY

STATE HOUSING INITIATIVE PARTNERSHIP PROGRAM

CHECK REQUEST

MEMORANDUM

TO: GILCHRIST COUNTY

FROM: MATT PEARSON, EXECUTIVE DIRECTOR ✓

DATE: DECEMBER 5, 2016

Please issue a check from the SHIP Housing Fund in the amount of \$16,575.00, payable to GILCHRIST TITLE SERVICES, INC., 302 N. MAIN STREET, TRENTON, FL 32693.

These funds are to be used as down payment and closing cost assistance for Diego Lomeli. Attached is documentation authorizing the expenditure.

Please mail the check to: **SREC, INC.**
1439 SW CR 307A
TRENTON, FL 32693

16/17 G HOE 007 M 25

c: SREC Finance Department
SHIP Client File
Gilchrist SHIP Contract File

SERVING

BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION

"This institution is an equal opportunity provider and employer."

Funded in part through a grant by the State of Florida Department of Elder Affairs

SMALL COUNTY COALITION

1118-B Thomasville Road, Tallahassee, Fla. 32303
1-850-224-3180

FILED

2016 DEC 15 A 9:57

INVOICE FOR PAYMENT

To: Gilchrist County Board of County Commissioners
From: Commissioner Ralph Thomas, Chair - Small County Coalition *R. Thomas*
Re: Invoice for Payment of Small County Coalition Participation Fees
Date: December 12, 2016

Request is made for payment in the amount of \$4,043.90 for services relating to the participation of the Gilchrist County Board of County Commissioners in the Small County Coalition for Fiscal Year 2016-2017.

This payment reflects participation fees for services associated with the Small County Coalition that will be provided to the Gilchrist Board of County Commission as a regular member of the Small County Coalition during FY2016-2017.

The formula for determining your participation fee was approved during the 2016 Annual Meeting. The formula to determine participation fees for FY 2014-15 is as follows:

- 1.) A **population assessment** of 10 cents per capita is added to a base amount of \$2,000.00, with the population assessment capped at \$4,500.00. This portion of the participation fee provides funding for the coalition consultants and representation fees.
- 2.) A **program assessment** of \$350.00 is added to the population assessment and is utilized for coalition expenses such as mailings, meeting expenses, and other coalition activities.

Please make your check payable to **ROBERT P. JONES & ASSOCIATES** and mail it to the following address:

Small County Coalition
Robert P. Jones & Associates
1118-B Thomasville Road
Tallahassee, Florida 32303

Robert P. Jones & Associates is the administrator and fiscal agent for the Small County Coalition. All funds paid are utilized for services provided to Small County Coalition members.

Payment is requested within 30 days of the receipt of this invoice. If you have any questions, please contact Chris Doolin at 850-224-3180 or by E-mail at cdoolin@nettally.com.

Note:

- **Robert P. Jones & Associates** is the designated consulting firm and fiscal agent for Small County Coalition.

INVOICE



PREBLE-RISH

Please remit to: Dewberry Engineers Inc.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: GILCHRIST COUNTY
BOBBY CROSBY, JR., COUNTY ADMINISTRATOR
209 SE 1ST STREET
TRENTON, FL 32693

Invoice #: 1373852
Invoice Date: 12/6/2016
Due Date: 1/5/2017
Client #: 567254
Contract #: 50086040
Batch #: 2664580

Work Performed Thru Period Ending 11/25/2016

Job: 50086040 SW 10th Street CEI
TO#: 16-003

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	CEI Services	66,276.55	5.00	3,313.83	.00	3,313.83

TOTAL FOR JOB: 50086040 \$ 3,313.83

TOTAL INVOICE AMOUNT DUE \$ 3,313.83
BY 1/5/2017

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
BRENDA WOOD FLANAGAN

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.

INVOICE



PREBLE-RISH

Please remit to: Dewberry Engineers Inc.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: GILCHRIST COUNTY
BOBBY CROSBY, JR., COUNTY ADMINISTRATOR
209 SE 1ST STREET
TRENTON, FL 32693

Invoice #: 1373853
Invoice Date: 12/6/2016
Due Date: 1/5/2017
Client #: 567254
Contract #: 50086041
Batch #: 2664580

Work Performed Thru Period Ending 11/25/2016

Job: 50086041 County Road 341 CEI
TO #: 16-004

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	CEI Services	113,373.92	5.00	5,668.70	.00	5,668.70

TOTAL FOR JOB: 50086041 \$ 5,668.70

TOTAL INVOICE AMOUNT DUE \$ 5,668.70
BY 1/5/2017

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

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BRENDA WOOD FLANAGAN

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Bill To: GILCHRIST COUNTY
BOBBY CROSBY, JR., COUNTY ADMINISTRATOR
209 SE 1ST STREET
TRENTON, FL 32693

Invoice #: 1373840
Invoice Date: 12/12/2016
Due Date: 1/11/2017
Client #: 567254
Contract #: 50085823
Batch #: 2664575

Work Performed Thru Period Ending 11/25/2016

Job: 50085823 Santa Fe Park Loop - FDOT

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Engineering Services	36,000.00	44.44	16,000.00	10,000.00	6,000.00

TOTAL FOR JOB: 50085823 \$ 6,000.00

TOTAL INVOICE AMOUNT DUE \$ 6,000.00
BY 1/11/2017

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
ROBERT H DAVIS JR

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



Anderson Columbia Co., Inc.

P.O. Box 1829 Lake City, FL 32056-1829 Phone 386-752-7585 Fax 386-755-5430

Invoice

Bill to: GILCHRIST COUNTY BOCC
P.O. BOX 37
TRENTON, FL 32693

Ship to: PO BOX 37
P.O. BOX 37
TRENTON, FL 32693

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1700		71865	11/30/2016	12/30/2016		Net 30

Month/Trans.	Line	Description	Contract	Item	Unit Price	Quantity	Amount
11/16	901	1 EST 1 J-216217 CR 341	216217-	1		0.000	197,268.85

Notes:

Total	\$197,268.85
Sales Tax	
Less Disc	
Less Retainage	19,726.89
Total Due	\$177,541.96

71865

Contractor:
 ANDERSON COLUMBIA CO., INC
 P. O. BOX 1829, LAKE CITY, FL 32056
 TELEPHONE 752-7585 FAX 755-5430

Gilchrist County Board of County Commissioners
 209 SE First St
 Trenton, FL 32693

Project :
 CR 341
 Period Ending:
 Invoice Number: 1
 ACCI No.
 210217

Item Number	Description	Units	Contract Amount			Current Work		Previous Work		Total Work		Percent	
			Quantity	Unit Price	Total Cost	Quantity	Amount	Quantity	Amount	Quantity	Amount		
001	MOB	LS	1.00	\$140,521.00	140,521.00	0.25	35,130.25	0.00	0.00	0.25	35,130.25	0.25	
002	MAINTENANCE OF TRAFFIC	LS	1.00	\$81,500.47	81,500.47	0.25	20,375.12	0.00	0.00	0.25	20,375.12	0.25	
003	SEDIMENT BARRIER	LF	2400.00	\$1.88	4,512.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
004	CLEARING & GRUBBING	LS	1.00	\$8,572.98	8,572.98	1.00	8,572.98	0.00	0.00	1.00	8,572.98	1.00	
005	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	37.00	\$57.24	2,117.88	37.00	2,117.88	0.00	0.00	37.00	2,117.88	1.00	
006	BORROW EXCAVATION, TRUCK MEASURE	CY	11195.00	\$1.00	11,195.00	2,557.64	2,557.64	0.00	0.00	2,557.64	2,557.64	0.23	
007	REGULAR EXCAVATION (3-R PROJECTS ONLY)	CY	4933.00	\$21.05	103,839.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
008	FLOWABLE FILL	CY	15.00	\$228.02	3,420.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009	OPTIONAL BASE, BASE GROUP 06	SY	22818.00	\$9.24	210,838.32	11,494.66	106,210.66	0.00	0.00	11,494.66	106,210.66	0.50	
0010	TURNOUT CONSTRUCTION	SY	2929.00	\$14.03	41,093.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0011	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	SY	160.00	\$52.87	8,459.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0012	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	TN	14472.00	\$79.59	1,151,826.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0013	CLASS NS CONCRETE (GROUT)	CY	6.00	\$212.31	1,273.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0014	PIPE CULVERT, OPTIONAL MATERIAL ROUND, 24" S/	LF	144.00	\$104.90	15,105.60	144.00	15,105.60	0.00	0.00	144.00	15,105.60	1.00	
0015	MITERED END SECTION, OPT ROUND, 24" CD	EA	16.00	\$899.84	14,397.44	8.00	7,198.72	0.00	0.00	8.00	7,198.72	0.50	
0016	RUMBLE STRIPS	PS	4.00	\$318.47	1,273.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0017	PERFORMANCE TURF	SY	42248.00	\$0.25	10,562.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0018	PERFORMANCE TURF, SOD	SY	17547.00	\$1.75	30,707.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0019	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12	AS	36.000	\$334.38	12,037.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0020	SINGLE POST SIGN, RELOCATE	AS	3.000	\$26.53	79.59	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
0021	SINGLE POST SIGN, REMOVE	AS	26.000	\$10.61	275.86	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
0022	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	1,157.000	\$3.97	4,477.59	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
0023	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.000	\$25,476.67	25,476.67								
TOTALS						1,883,564.57		197,268.85		0.00		197,268.85	0.10

Total Work To Date	197,268.85
Less Previous Billed	0.00
Total Work This Estimate	197,268.85
Less 10% Retainage	19,726.89
Total Due This Request	\$177,541.97

Day/Day PE 12-16-16



Anderson Columbia Co., Inc.

P.O. Box 1829 Lake City, FL 32056-1829 Phone 386-752-7585 Fax 386-755-5430

Invoice

Bill to: GILCHRIST COUNTY BOCC
P.O. BOX 37
TRENTON, FL 32693

Ship to: PO BOX 37
P.O. BOX 37
TRENTON, FL 32693

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
1700		71866	11/30/2016	12/30/2016		Net 30

Month/Trans	Line	Description	Contract	Item	Unit Price	Quantity	Amount
11/16	902	1 EST 1 J-216217 SW 10th ST	216217-	1		0.000	19,569.31

Notes:

Total	\$19,569.31
Sales Tax	
Less Disc	
Less Retainage	1,956.93
Total Due	\$17,612.38

Contractor:
 ANDERSON COLUMBIA CO., INC
 P. O. BOX 1829, LAKE CITY, FL 32056
 TELEPHONE 752-7585 FAX 755-5430

Gilchrist County Board of County Commissioners
 209 SE First St
 Trenton, FL 32693

Project :
 SW 10th St
 Period Ending:
 Invoice Number: 1
 ACCI No. 216217

71866

Item Number	Description	Units	Contract Amount			Current Work		Previous Work		Total Work		Percent	
			Quantity	Unit Price	Total Cost	Quantity	Amount	Quantity	Amount	Quantity	Amount		
001	MOB	LS	1.00	\$78,277.24	78,277.24	0.25	19,569.31	0.00	0.00	0.25	19,569.31	0.25	
002	MAINTENANCE OF TRAFFIC	LS	1.00	\$59,977.64	59,977.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
003	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPOR	ED	60.00	\$17.55	1,053.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
004	SEDIMENT BARRIER	LF	2000.00	\$2.02	4,040.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
005	CLEARING & GRUBBING	LS	1.00	\$6,433.18	6,433.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
006	BORROW EXCAVATION, TRUCK MEASURE	CY	431.00	\$1.00	431.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
007	REGULAR EXCAVATION (3-R PROJECTS ONLY)	CY	21052.00	\$7.63	160,626.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
008	TYPE B STABILIZATION	SY	56901.00	\$1.76	100,145.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
009	OPTIONAL BASE, BASE GROUP 4	SY	36812.00	\$6.68	245,904.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0010	TURNOUT CONSTRUCTION	SY	977.00	\$16.85	16,462.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0011	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	4020.00	\$60.15	322,203.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0012	PIPE CULVERT, OPT MATERIAL, ROUND, 18"SD	LF	958.00	\$43.72	41,883.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0013	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD	LF	43.00	\$60.12	2,585.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0014	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2.00	\$967.45	1,934.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0015	MITERED END SECTION, OPTIONAL ROUND 18" SD	EA	44.00	\$872.04	38,369.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0016	RUMBLE STRIPS	PS	8.00	\$351.13	2,809.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0017	PERFORMANCE TURF	SY	78742.00	\$0.28	22,047.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0018	PERFORMANCE TURF, SOD	SY	6622.00	\$1.93	12,780.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0019	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12	AS	8.000	\$368.68	2,949.44	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
0020	SINGLE POST SIGN, REMOVE	AS	9.000	\$11.70	105.30	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
0021	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	511.000	\$4.27	2,181.97	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
0022	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	LS	1.000	\$16,385.90	16,385.90	0.000	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS						1,139,587.64		19,569.31		0.00		19,569.31	0.02

Total Work To Date	19,569.31
Less Previous Billed	0.00
Total Work This Estimate	19,569.31
Less 10% Retainage	1,956.93
Total Due This Request	\$17,612.38

Dwayne Gray, P.E. 12-16-16



Barbara Merritt, Tax Collector

P.O. Box 194 • 112 South Main St. • Trenton, Florida 32693
(352) 463-3178 • (352) 463-3177 Fax

December 7, 2016

Honorable Board of County Commissioners
Gilchrist County

Re: Reimbursement of mailing 2016 Year
Tax Statements

Dear Honorable Board Members:

Please find enclosed copies of invoices from Diversified Companies, LLC which reflect the total cost of postage for the mailing of the current year tax bills. Just a little note too, that by signing with this company (not processing in-house) was a savings to the county of \$1314.35 in postage alone.

Please reimburse this office the total amount of \$4039.99.

If any additional information is required, please don't hesitate to contact me.

Thank you.

Barbara J. Merritt, CFC
Tax Collector
Gilchrist County

2016 DEC - 8 A 10: 27

FILED



DESIGN • PRINTING • MAILING
 SPECIALTIES • DIGITAL ON DEMAND
 3721 Powers Court / Chattanooga, TN 37416
 Telephone: 423.499.0510 / 800.899.2017 / Fax: 423.499.9733 / 800.932.9669
 Website: www.divcompanies.com

Invoice

DATE	INVOICE #
10/31/2016	086778

GILCHRIST COUNTY FL TAX COLLECTOR
 PO BOX 194
 TRENTON FL 32693

SHIP TO
 112 SOUTH MAIN ST
 TRENTON, FL 32693

STOREFRONT #	P.O. NO.	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA
		NET 30	11/30/2016	JLD	10/31/2016	BULK MAIL

JOB#	ITEM	QTY	DESCRIPTION	RATE	AMOUNT
	MAIL SERVIC...	12,404	Print & Process Tax Bills	0.20	2,480.80
	MAIL SERVIC...	379	Print, Process, & Mail: Mortgage Company Tax Bills	0.20	75.80
	MAIL SERVIC...	95	Multi Flats (6+) 9x12 Envelopes	0.75	71.25

		Total	\$2,627.85
Web Site		Payments/Credits	-\$744.78
www.divcompanies.com		Balance Due	\$1,883.07



DESIGN • PRINTING • MAILING
 SPECIALTIES • DIGITAL ON DEMAND
 3721 Powers Court • Chattanooga, TN 37416
 Telephone: 423-499-0510 • 800-899-2017 • Fax: 423-499-9733 • 800-952-9609
 Website: www.divcompanies.com

Invoice

DATE	INVOICE #
10/31/2016	086778-P

PAID
10/25/2016

GILCHRIST COUNTY FL TAX COLLECTOR
 PO BOX 194
 TRENTON FL 32693

SHIP TO
 112 SOUTH MAIN ST
 TRENTON, FL 32693

STOREFRONT #	P.O. NO.	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA
		DUE UPON RECE...	10/31/2016	P	10/31/2016	BULK MAIL

JOB#	ITEM	QTY	DESCRIPTION	RATE	AMOUNT
	postage		POSTAGE - 2016 Taxes	3,968.74	3,968.74

			Total	\$3,968.74
Web Site			Payments/Credits	-\$3,968.74
www.divcompanies.com			Balance Due	\$0.00



Barbara Merritt, Tax Collector

P.O. Box 194 • 112 South Main St. • Trenton, Florida 32693
(352) 463-3178 • (352) 463-3177 Fax

December 15, 2016

Re: Reimbursement of mailing 2016 Year
Installment Tax Statements (December)

Honorable Board Members:

Attached please find a copy of the postage statement, dated November 30, 2016,
which shows the amount of postage charged.

Please reimburse this office the total amount of \$308.66. If additional information
is required, please don't hesitate to contact me.

Thank you,

Barbara Merritt, CFC
Tax Collector
Gilchrist County



3721 Powers Court / Chattanooga, TN 37416
Telephone: 423.499.0510 / 800.899.2017 / Fax: 423.499.9733 / 800.932.9669
Website: www.divcompanies.com

Invoice

DATE	INVOICE #
11/30/2016	089126-P

GILCHRIST COUNTY FL TAX COLLECTOR
PO BOX 194
TRENTON FL 32693

SHIP TO
112 SOUTH MAIN ST
TRENTON, FL 32693

STOREFRONT #	P.O. NO.	TERMS	DUE DATE	REP	SHIP DATE	SHIP VIA
		DUE UPON RECE...	11/30/2016	P	11/23/2016	BULK MAIL

JOB#	ITEM	QTY	DESCRIPTION	RATE	AMOUNT
	postage		POSTAGE - December Installments	308.66	308.66

Bm

		Total	\$308.66
Web Site		Payments/Credits	\$0.00
www.divcompanies.com		Balance Due	\$308.66



Gilchrist County County Administrator Report

Bobby Crosby
January 5, 2017

1. Court House Security:

- a. Discussion of Court House Security as recommended by Judge Roundtree (Will be discussed during Constitutional Officers)

2. Solid Waste:

- a. There were 2 bids received for Push Wall, BH Builders \$49,670.00 and Plumb Level \$33,332.01
Recommend Plumb Level in the amount of \$33,332.01
- b. Approval for Bobby Rush to attend the Florida Mosquito Control Association's 2017 Dodd Short Courses. January 30-February 3, 2017 in Altamonte Springs. Approximate cost not to exceed \$1,500.00. Funds are budgeted and classes are required for Mosquito Control

3. Parks:

- a. The Unique Abilities FRDAP Grants were awarded to Hart Springs in the amount of \$183,000.00 and Otter Springs in the amount of \$252,500.00

4. Animal Control:

- a. Approval for Ericka Hudson and Brandon Butler to attend the Florida Animal Control Association 2017 Educational Conference February 10-12, 2017 in Orlando, FL
Approximate cost not to exceed \$1,500.00. Funds are budgeted and Certified Animal Control Officers need to earn CEU Credits for continuing education.

5. Tourist Development Council

- a. The following items were approved by the TDC Committee at the December 12, 2016 meeting, requesting approval of:
 - i. Permission for Donna Creamer travel to Toronto.
attend the Toronto Outdoor Adventure Show (February 22-27, 2017) promote Gilchrist County
(* Note - Toronto, Canada Travel Expenses will be reimbursed by Natural North Florida & VISIT FL



County Attorney's Report

David "Duke" M. Lang, Jr.

January 5, 2017

PROCLAMATIONS:

A proclamation recognizing *January 22-28, 2017 as Gilchrist County School Choice Week*

ORDINANCES:

None.

RESOLUTIONS:

None.

MISCELLANEOUS:

None.

INFORMATION:

Compassionate Use Act Regulation-Gilchrist County

See attached e-mail correspondence and letter dated December 12, 2016 from the law firm of Clark Partington on the issue of "whether local governments should delay enactment of local ordinances pending action by the legislature on Amendment 2"

PROCLAMATION

A PROCLAMATION RECOGNIZING JANUARY 22-28, 2017 AS GILCHRIST COUNTY SCHOOL CHOICE WEEK

WHEREAS, all children in Gilchrist County should have access to the highest-quality education possible; and

WHEREAS, Gilchrist County recognizes the important role that an effective education plays in preparing all students in Gilchrist County to be successful adults; and

WHEREAS, quality education is critically important to the economic vitality of Gilchrist County; and

WHEREAS, Gilchrist County is home to several high-quality traditional public schools and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

WHEREAS, Gilchrist County has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

WHEREAS, the Board of County Commissioners is advised that School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF GILCHRIST COUNTY, FLORIDA AS FOLLOWS:

That Gilchrist County, Florida does hereby recognize January 22-28, 2017 as SCHOOL CHOICE WEEK in Gilchrist County, and calls this observance to the attention of all our citizens.

DULY ADOPTED AND PROCLAIMED THIS _____ DAY OF January, 2017, A.D..

BOARD OF COUNTY COMMISSIONERS OF GILCHRIST COUNTY, FLORIDA.

Todd Gray, Chair

ATTEST:

Todd Newton
Clerk of Court

David Lang

From: Keith Bell <kbell@clarkpartington.com>
Sent: Monday, December 19, 2016 11:20 AM
To: 'David Lang'
Cc: 'Laura Dedenbach'; Gilchrist County Archives; Emily Lee
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Duke,

Thank you very much. Many of the places I have been working with are passing moratoriums while studying the issue. I imagine most places will eventually regulate the business consistent with what we have proposed in order to avoid legal challenges. As this issue evolves and as Gilchrist County considers its options, I hope that I can be of assistance.

Merry Christmas,

Keith

 **KEITH L. BELL, JR.**
Shareholder

106 E. College Ave., Ste. 600
Tallahassee, Florida 32301

O (850) 320.6838 **C** (850) 261.0932 **F** (850) 597.7591

clarkpartington.com | kbell@clarkpartington.com |

CLARK PARTINGTON

From: David Lang [mailto:dlangxxj@bellsouth.net]
Sent: Monday, December 19, 2016 9:12 AM
To: Keith Bell
Cc: 'Laura Dedenbach'; Gilchrist County Archives
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Mr. Bell,

The Gilchrist County Board of County Commissioners passed a temporary moratorium on the opening of cannabis dispensing businesses within the county on November 7, 2016 effective until July 31, 2017. I will include your correspondence in my attorney report for the next regular board meeting scheduled for January 5, 2017 and let you know if the board should desire further information. Thank you.

David Lang

From: David Lang <dlangxxj@bellsouth.net>
Sent: Monday, December 19, 2016 9:12 AM
To: 'Keith Bell'
Cc: 'Laura Dedenbach'; Gilchrist County Archives (archive@gilchrist.fl.us)
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Mr. Bell,

The Gilchrist County Board of County Commissioners passed a temporary moratorium on the opening of cannabis dispensing businesses within the county on November 7, 2016 effective until July 31, 2017. I will include your correspondence in my attorney report for the next regular board meeting scheduled for January 5, 2017 and let you know if the board should desire further information. Thank you.

David Lang
Gilchrist County Attorney

From: Keith Bell [mailto:kbell@clarkpartington.com]
Sent: Monday, December 12, 2016 2:29 PM
To: 'David Lang' <dlangxxj@bellsouth.net>
Cc: Gilchrist County Archives <archive@gilchrist.fl.us>; Emily Lee <elee@clarkpartington.com>
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Dear Duke,

I hope this email finds you doing well. Attached for your consideration is a letter from my office addressing some concerns that Gilchrist County may have with respect to the referenced matter. I would appreciate the opportunity to come down to Gilchrist County to meet with anyone who might be interested and, if the County schedules any workshops on the issue, I would certainly like to attend. Last, if you wish to discuss the matter, please feel free to call.

Regards,

Keith

 **KEITH L. BELL, JR.**
Shareholder

106 E. College Ave., Ste. 600
Tallahassee, Florida 32301

☎ (850) 320.6838 ☎ (850) 261.0932 ☎ (850) 597.7591
clarkpartington.com | kbell@clarkpartington.com |

CLARK PARTINGTON

From: David Lang [<mailto:dlangxxj@bellsouth.net>]
Sent: Thursday, October 13, 2016 5:29 PM
To: Keith Bell
Cc: Gilchrist County Archives
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Mr. Bell,

I will bring this to the attention of the Gilchrist County Board of County Commissioners at its next meeting on Monday, October 17th.

David Lang
Gilchrist County Attorney

From: Keith Bell [<mailto:kbell@clarkpartington.com>]
Sent: Friday, September 30, 2016 10:42 AM
To: 'dlangxxj@bellsouth.net' <dlangxxj@bellsouth.net>
Cc: Scott Remington <sremington@clarkpartington.com>; Emily Lee <elee@clarkpartington.com>
Subject: RE: Compassionate Use Act Regulation- Gilchrist County, FL

Dear Duke,

I am partners with Scott Remington and am also working on the below project. I would like to set up a meeting with you, and any of the Gilchrist County administration that you think might be interested in also meeting, to discuss the issue. I am generally available October 12-15 if that time works for you. This issue is fluid and rapidly developing, with dispensaries open in at least 3 locations already with several more in the planning stage. We believe that a meeting in advance of the vote on Amendment 2 in November and prior to a dispensary opening in Gilchrist County would be beneficial. I look forward to your response and please do not hesitate to call if you wish to discuss over the phone.

Thank you,

Keith

 **KEITH L. BELL, JR.**
Shareholder

106 E. College Ave., Ste. 600
Tallahassee, Florida 32301

☎ (850) 320.6838 ☎ (850) 261.0932 ☎ (850) 597.7591

CLARK PARTINGTON

From: Scott Remington
Sent: Monday, September 19, 2016 3:50 PM
To: 'dlangxxj@bellsouth.net'
Cc: Keith Bell; Lee Strayhan; Erik H. Kirk; 'david@rambaconsulting.com'
Subject: FW: Compassionate Use Act Regulation- Gilchrist County, FL

David,

Thank you for taking time to speak to me about the Compassionate Use Act and the status of local zoning and regulatory ordinances in your County dealing with the act. As we discussed, our firm is representing San Felasco Nurseries, Inc., a.k.a. "Grandiflora" in a lobbying capacity along with our Tallahassee based partners Kirk Consulting Group and Ramba Consulting Group. San Felasco is one of six businesses in Florida presently licensed to cultivate, process, and dispense low-THC marijuana and medical marijuana.

As more nursery operations become operational and we see dispensaries open across the state we, believe it is imperative for local governments to develop and enact regulations and ordinances that are responsible and clearly reflect the will of your local community. To that extent we would like to engage with you, your staff, and ultimately elected officials to promote a local ordinance for your County that we believe is the best protection for your citizens.

Attached to this email are several resources that you may find useful in understanding our position and the need for reasonable local regulations. Also attached is a copy of a draft ordinance we have prepared for your consideration and as a starting point for a discussion in your County.

After your review of the attached information we would appreciate the opportunity to come meet with you, and Commissioners you believe would be receptive to discussing this matter further. Our team is actively reaching out to County Attorneys, Commissioners and County Executives statewide so it is quite possible we may get to an individual County Commissioner in the coming weeks; as such, we want to make sure you have all the materials necessary to respond to questions you may get from commissioners or staff. In addition, the Department of Health for the state of Florida maintains a website with additional resources about the present status of the Compassionate Use Act. These materials may be accessed here: <http://www.floridahealth.gov/programs-and-services/office-of-compassionate-use/resources/index.html>.

Thanks again for your time and consideration. I will follow up with you in the next ten days to inquire into setting up a time to meet in person. In the mean time, please feel free to contact me with any questions, comments, or concerns you have.

Warmest personal regards,

Scott A. Remington

 **SCOTT A. REMINGTON**
Shareholder • Attorney at Law

125 West Romana St, Pensacola, Florida 32502

O 850.432.2399 **C** 850.384.4364 **F** 850.432.7340

clarkpartington.com | sremington@clarkpartington.com

CLARK PARTINGTON

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December 12, 2016

Via Email: dlanqxxj@bellsouth.net

David Miller Lang Jr.
PO Box 51
Trenton, FL 32693-0051

Re: Whether local governments should delay enactment of local ordinances pending action by the Legislature on Amendment 2

Dear David:

We understand local government officials have questioned whether they should delay enactment of local ordinances pending action by the State Legislature on Amendment 2. For several compelling reasons – as described in this correspondence – we believe any delay in enactment could prove detrimental to local governments. The more prudent course is for local governments to enact reasonable regulations to prevent problematic issues which may be likely to arise in the absence of such regulation. There appear to be no negative consequences in taking immediate action, whereas a delay could cause severe negative repercussions.

I. The Legislature May Not Enact Implementing Legislation.

While passage of an implementing bill would certainly be preferable and eliminate significant confusion that could be caused by the inconsistencies between the Compassionate Medical Use Act and the Amendment, it is not a given that the Florida Legislature will ultimately pass any legislation to implement Amendment 2. If the Legislature does not pass implementing legislation, the Department of Health will presumably promulgate rules implementing the Amendment without Legislative oversight or direction. Such rules will almost certainly not address local government regulation of cannabis businesses.

Additionally, if the Legislature does not enact implementing legislation, local governments may be caught flat-footed as the Department of Health (or potentially courts) move quickly to enact regulations necessary to authorize the establishment of Medical Marijuana Treatment Centers (MMTCs) and implement the Amendment. Such regulations could, potentially, not include limitations on the number of MMTCs. In such a situation, local jurisdictions could be left unprepared – and without an appropriate regulatory scheme in place, an expanded pool of cannabis businesses authorized by the State could seek to set up shop in

local jurisdictions. It is certainly possible the nightmare “pot-shop on every corner” circumstance feared by local governments could, at least in certain jurisdictions, become realized. Preemptive action by local governments to enact regulations and ensure reasonable regulation and growth should prevent any such occurrences.

Even if the Legislature passes implementing legislation, it is unlikely the Legislature will preempt local government regulations. The Legislature did not preempt local government home rule in the zoning and business permitting context for marijuana businesses with respect to either of the 2014 and 2016 bills that created and amended the Compassionate Medical Use Act. There is little likelihood that the Legislature will change course and affirmatively act to disrupt the ability of local governments to pass reasonable regulations. Further, there is a longstanding tradition of the State Legislature respecting the cities’ and counties’ home rule.

Finally, any action taken by the Legislature would likely not be effective until May 15, 2017 (the end of the legislative session, or perhaps even later depending on when legislation is signed into law). In the meantime, the current licensed Dispensing Organizations are empowered to open an unlimited number of dispensaries around the state unless a city or county sets reasonable regulations to limit those numbers.

II. Marijuana businesses established in a jurisdiction prior to the enactment of appropriate ordinances may become difficult, or impossible, to remove.

As discussed in more detail below, although only six entities are currently licensed to cultivate, process, and dispense cannabis (with a seventh entity expected to be licensed in the near future), current law does not restrict the number of dispensaries that may be opened by these existing licensees. Moreover, entities seeking additional licenses could preemptively establish proposed dispensary locations, with the intent to open for business as soon as licensure is obtained. If a dispensary is established prior to the enactment of an appropriate ordinance, only very limited and legally complex avenues (which are likely to result in prolonged litigation) would exist for local governments to seek to “un-ring the bell.”

Any attempt to claw back zoning approval and force the closure of a dispensary, or stop the development of a proposed dispensary, is likely to be met with arguments that the local jurisdiction lacks the authority to do so. Arguments raised to combat such action will likely include equitable estoppel arguments, asserting that the MMTC owner/developer has substantially changed its position based on the prior actions of the local jurisdiction (or the failure of the local jurisdiction to previously act to bar the owner’s intended use), and would likely be well taken under that circumstance. See, e.g., *Palazzo Las Olas Group, LLC v. City of Fort Lauderdale*, 966 So. 2d 497, 501-02 (Fla. 4th DCA 2007); *Longboat Key v. Mezrah*, 467 So. 2d 488, 492 (Fla. 2d DCA 1985). Likewise, any attempt to retroactively restrict such operations could raise constitutional takings, reverse condemnation, and due process questions if an MMTC acquired a property right in its ability to operate.

III. There is no limit on the number of cannabis businesses that could be opened if local governments do not act.

Although there are currently only six entities licensed to dispense medical cannabis (with a seventh likely to receive a license in the near future), there is no restriction on the number of dispensaries that those six entities may open. As a result, each dispensing organization could lawfully open and operate an unlimited number of dispensing facilities. As Amendment 2 is implemented, the Legislature, the Department of Health, or a court could ultimately determine that many more applicants are entitled to open and operate MMTCs. It is possible that implementing laws or regulations under Amendment 2 could ultimately authorize 'any willing provider' i.e. any applicant who is able to meet certain minimal requirements to operate MMTCs, effectively allowing an unlimited number of potential operators.

As a result, in the absence of sound local regulation, there could be no limit on the number of cannabis businesses that seek to open in a given jurisdiction. In certain jurisdictions, it is not unreasonable to expect that, if state-level regulations restricting the number of operators are not adopted, local jurisdictions could be faced with dozens or more MMTCs seeking to open for business in their jurisdiction (and potentially in close proximity to each other).

Past experience demonstrates the numerous difficulties and issues that could arise if local governments wait to act on this issue. For example, jurisdictions that awaited state action to regulate ride-sharing were ultimately left with a largely unregulated industry they had little ability to control after the Legislature did not act. Likewise, the proliferation of internet cafes and 'pill mills' in cities and counties in years past, in the absence of specific legislation, illustrates what could again be experienced by local governments. By choosing to wait on legislation which never materialized – instead of enacting regulations in advance of the potential problem – local governments were caught attempting to resolve problems that had already materialized and seeking to retroactively address the issue.

IV. Local jurisdictions have the authority to act even in the absence of legislative action.

As noted above, the 2014 and 2016 bills passed by the Legislature have each recognized the home rule powers of local governments to issue reasonable numerical and zoning regulations applicable to cannabis-related businesses. Neither has been framed as creating a right for local governments to regulate. Instead, each recognizes this right is pre-existing, and preempts the regulation of certain aspects of cannabis business regulation to the State while carving out certain areas where local governments retain their general police powers to regulate cannabis businesses. At the same time, the bills clarify that authority to promulgate such local regulations is not preempted to the State.

Consistent with the Compassionate Medical Use Act, nothing in the text of Amendment 2 expressly preempts the regulation of cannabis businesses exclusively to the State or disrupts the general police powers of local government to enact regulations in the interest of the health, safety and welfare of the population. There is no reason to believe that in implementing the Amendment, the Legislature will seek to preempt the powers of local government any more than is contemplated in the Compassionate Medical Use Act. Any implementing bill will likely be consistent with the current Act, and leave in place the power of local governments to enact such local regulations on numerosity and location and land use of potential dispensaries. Such action would be consistent with the general practice of not imposing local zoning restrictions on cities and counties with regard to particular industries.

V. Local governments should act preemptively.

Acting now to enact ordinances regulating cannabis businesses is the surest, most proactive way to safeguard against the issues described above.

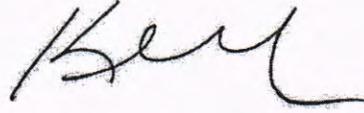
As noted, if dispensaries open in local jurisdictions prior to the enactment of appropriate ordinances, local governments are likely to (at a minimum) face complex and expensive legal challenges to any attempt to retroactively apply ordinances to existing dispensary locations, and perhaps even proposed dispensary locations – because substantial action has been taken in reliance on the absence of an ordinance. The outcome of such legal challenges would be uncertain at best, and there is a very real possibility that a local government would ultimately be barred from seeking to shut-down pre-existing MMTCs that would not have complied with an ordinance that is subsequently adopted.

In the unlikely event that legislation is ultimately enacted which preempts local regulation of MMTCs, either in whole or in part, there will be no harm to local governments. The local jurisdiction could simply act to revoke the ordinance or amend it to conform to whatever the State has done.

But if local governments do not act, and dispensaries are opened or proposed prior to an ordinance being enacted, the proverbial cat will already be out of the bag and local governments will find it difficult to seek to retroactively bar the operation of pre-existing cannabis businesses.

For the above reasons, we believe the more prudent course is for local governments to act preemptively and ensure appropriate regulations are in place to prevent future issues from arising.

Sincerely,

A handwritten signature in black ink, appearing to read "KBell", written in a cursive style.

Keith L. Bell, Jr.



Clerk's Report

Todd Newton

January 5, 2017

NO items/issues, for approval or discussion, at this time



Time Certain Schedule January 5, 2017

NO ITEMS/ISSUES SCHEDULED AT THIS TIME



F.Y.I.

January 5, 2017

(Documents filed in the Clerk's Office)

1. FDLE

- Confirmation letter regarding JAG Contract

2. SRWMD

- Monthly Hydrological Conditions Report



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

DEC 06 2016

Honorable Todd Gray
Chairman
Gilchrist County Board of County Commissioners
Post Office Box 37
Trenton, FL 32693-0037

Re: Contract No. 2016-JAGC-GILC-2-H3-066

Dear Chairman Gray:

This letter confirms our receipt and acceptance of all financial and programmatic reports applicable to the referenced project. While this concludes active administration of the subgrant agreement by the Florida Department of Law Enforcement, you are reminded that all supporting records must be maintained for a period of not less than five years from termination date for audit and examination. An audit performed in accordance with OMB Circular No. A-133 must also be conducted and submitted to the Office of Criminal Justice Grants, Florida Department of Law Enforcement, 2331 Phillips Road, Tallahassee, Florida 32308.

All non-expendable property acquisitions must be accounted for and maintained for as long as the equipment is in service. The Department must be notified prior to any disposition of non-expendable property and must be advised immediately of any lost or stolen items.

Any further inquiries relative to this project should be directed to your grant manager at 850-617-1250.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/ar

cc: Ms. Jeannine L. Pfannschmidt

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2016 DEC 16 P 3:07
TODD NEWTON
CLERK CIRCUIT COURT
GILCHRIST COUNTY, FL



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

December 13, 2016

DON QUINCEY
Chair
Chiefland, Florida

ALPHONAS ALEXANDER
Vice Chair
Madison, Florida

VIRGINIA H. JOHNS
Secretary/Treasurer
Alachua, Florida

KEVIN BROWN
Alachua, Florida

GARY F. JONES
Old Town, Florida

CHARLES KEITH
Lake City, Florida

VIRGINIA M. SANCHEZ
Old Town, Florida

RICHARD SCHWAB
Perry, Florida

BRADLEY WILLIAMS
Monticello, Florida

NOAH VALENSTEIN
Executive Director

Gilchrist County Board of Commissioners
P. O. Box 37
Trenton, FL 32693

RE: Suwannee River Water Management District Monthly
Hydrologic Conditions Report

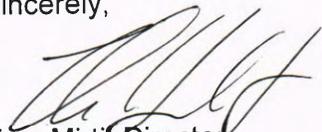
Dear County Commissioners:

Enclosed you will find a copy of the District's monthly report on the area's hydrological conditions. We believe this report will be of interest to you as it contains important information regarding the conditions that the area is currently experiencing.

Please feel free to make additional copies to distribute as needed, or let us know and we will be glad to provide you with extra copies.

If you have any questions regarding this report, please contact me at 386.362.1001.

Sincerely,



Tom Mirti, Director
Water Resources Division

/pf
enclosure

FILED
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TODD NEWTON
CLERK CIRCUIT COURT
GILCHRIST COUNTY, FL

MEMORANDUM

TO: Suwannee River Water Management District Governing Board
FROM: Tom Mirti, Director, Division of Water Resources
THRU: Noah Valenstein, Executive Director
DATE: December 12, 2016
RE: November 2016 Hydrologic Conditions Report for the SRWMD

RAINFALL

- District-wide rainfall in November averaged 0.15" across the District, about one-third of the long-term average November rainfall of 2.65". Most areas of the District received less than 0.2" of rain during the month, and only Jefferson and Madison counties received more than 10% of normal monthly rainfall (Table 1 and Figure 1). The last time the District experienced less November rainfall than this year was in 1936. Most of the November rain occurred late on the evening of November 30. The District received virtually no rain since the passage of Hurricane Matthew in early October (Figure 2). As in October, the entire Suwannee River Basin including Georgia received well below normal rainfall during the month, as indicated in Figure 3.
- The highest gaged monthly rainfall total of 0.46" was recorded at the Wacissa forestry tower in Jefferson County, all of which fell on November 30. The lowest gaged monthly total was 0.00" at the Live Oak rainfall station in Suwannee County.
- The rainfall average by county across the District for the 12-month period ending November 30 was 43.5", compared to the long-term average of 54.7", resulting in a cumulative 12-month District-wide rainfall deficit of -11.1". Most coastal areas of the District maintained a surplus due to heavier rains earlier in the year, but annual deficits increased elsewhere, particularly in the Upper Santa Fe and Suwannee River basins, with an annual deficit in excess of 20 inches appeared (Figure 4).
- Average District rainfall for the 3 months ending November 30 totaled 9.4", about 1.5" below the long-term average total of 10.8". Past surpluses in coastal areas of the District have declined, although most such areas still show at least a 3" surplus for the period. Deficit areas in the north and east of the District, primarily the Upper Santa Fe and Suwannee River basin persisted (Figure 5).

SURFACEWATER

- **Rivers:** The prolonged dry period that persisted through the end of November brought declines to District river level stations and most ended the month at below normal (below the 25th percentile) or much below normal status (below the 10th percentile). The lower Santa Fe, Steinhatchee, and Aucilla basins transitioned from normal to below normal status over the course of the month; four of six long-term monitoring stations in the Georgia portion of the Suwannee River Basin were in the much below normal category. Flow statistics for major river stations are presented graphically in Figure 6, and river level conditions relative to historic conditions are provided in Figure 7.
- **Lakes:** All 14 monitored District lakes declined by at least 2" during the month of November, with an average decline of 4.5". Waters Lake in Gilchrist County and Alligator Lake in Columbia County—both sinkhole lakes—declined almost a foot during the month, while Sneads Smokehouse Lake and Cherry Lake in the northwest of the District declined the least, each dropping about 0.1'. Two more lakes dropped to below average levels, for a total of 10. Figure 8 shows lake levels relative to their respective long-term minimum, average and maximum levels.

- **Springs:** The flows of 11 springs or spring groups were measured by the USGS, District staff, and District contractors during November. Monitored District springs generally maintained flows during the month, although White Sulphur Springs in the Upper Suwannee River basin has not been flowing. Historical flow data for four of the District's monitored springs monitored by the USGS are provided in graphical format on Figure 9.

GROUNDWATER

Floridan Aquifer levels declined in November, ending the month at the 35th percentile on average across the District, a decrease of 11 percentile points from October. All but one of the District's long-term wells showed a month-to-month decrease in aquifer level; the average decline was 0.7'. About one-third of the District is now in the low aquifer level category (below the 25th percentile) and small areas of extremely low levels (below the 10th percentile) developed in the north and west of the District. Low conditions were also present along the Steinhatchee River corridor and in coastal Dixie County. The remainder of the District was in the normal category (between the 25th and the 75th percentiles), as shown in Figure 10; high aquifer level areas that had been present had mostly disappeared by month end. Floridan aquifer levels for a representative sample of long-term wells are provided in Figure 11 along with summary statistics, and regional long-term well status is shown in Figure 12 with a description of Floridan aquifer characteristics.

HYDROLOGICAL/METEOROLOGICAL INFORMATION

- The Palmer Drought Severity Index (PDSI), a climatological tool produced by the National Climatic Data Center, assesses the severity and frequency of abnormally dry or wet weather using rainfall, temperature, and soil moisture data. PDSI values for the week ending December 3 showed ongoing near-normal conditions in most areas of the District, but Jefferson County and all tributary basins of the Suwannee River in Georgia displayed moderate drought conditions. Areas further north in Georgia continue to experience extreme drought.
- The National Weather Service Climate Prediction Center issued a projection of below normal rainfall for North Florida through March 2017. The El Niño Southern Oscillation (ENSO) Index has shown weak La Niña conditions for the past 3 months, which tend to depress frontal rainfall totals across the southern United States and in north Florida for the fall and winter. Conditions thereafter are expected to shift to ENSO neutral.
- The U.S. Drought Monitor report of for the week ending December 6 showed abnormally dry conditions present throughout the District, with a small area of northern Hamilton County displaying moderate drought conditions. The Florida Panhandle is showing moderate to severe drought conditions progressively towards the west.

CONSERVATION

Water conservation is necessary to sustain healthy flows in springs and rivers. All users are urged to eliminate unnecessary uses. Landscape irrigation is limited to once per week during Eastern Standard Time (between November 6, 2016 and March 12, 2017) based on a water conservation rule that applies to residential landscaping, public or commercial recreation areas, and businesses that aren't regulated by a District-issued permit. Information about SRWMD's year-round water conservation measures is available at www.mysuwanneeriver.com.

This report is compiled in compliance with Chapter 40B-21.211, Florida Administrative Code, using rainfall (gage-adjusted radar-derived estimate), groundwater (117 wells), surfacewater (35 stations), and general information such as drought indices and forecasts. Data are provisional and are updated as revised data become available. Data are available at www.mysuwanneeriver.com or by request.

Table 1: Estimated Rainfall Totals (inches)

County	November 2016	November Average	Month % of Normal	Last 12 Months	Annual % of Normal
Alachua	0.10	2.35	4%	42.61	84%
Baker	0.05	2.22	2%	38.06	76%
Bradford	0.11	2.32	5%	41.72	82%
Columbia	0.03	2.44	1%	40.63	79%
Dixie	0.15	2.50	6%	51.26	87%
Gilchrist	0.18	2.72	7%	42.73	75%
Hamilton	0.15	2.72	6%	41.58	80%
Jefferson	0.36	3.44	11%	53.86	89%
Lafayette	0.12	2.78	4%	51.98	92%
Levy	0.16	2.55	6%	50.95	85%
Madison	0.33	3.12	11%	47.77	85%
Suwannee	0.04	2.53	2%	46.75	88%
Taylor	0.18	2.85	6%	54.25	91%
Union	0.10	2.55	4%	41.98	78%

November 2016 Average: 0.15
 November Average (1932-2015): 2.65
 Historical 12-month Average (1932-2015): 54.66
 Past 12-Month Total: 43.53
 12-Month Rainfall Surplus/Deficit: **-11.13**

Figure 1: Comparison of District-wide Monthly Rainfall

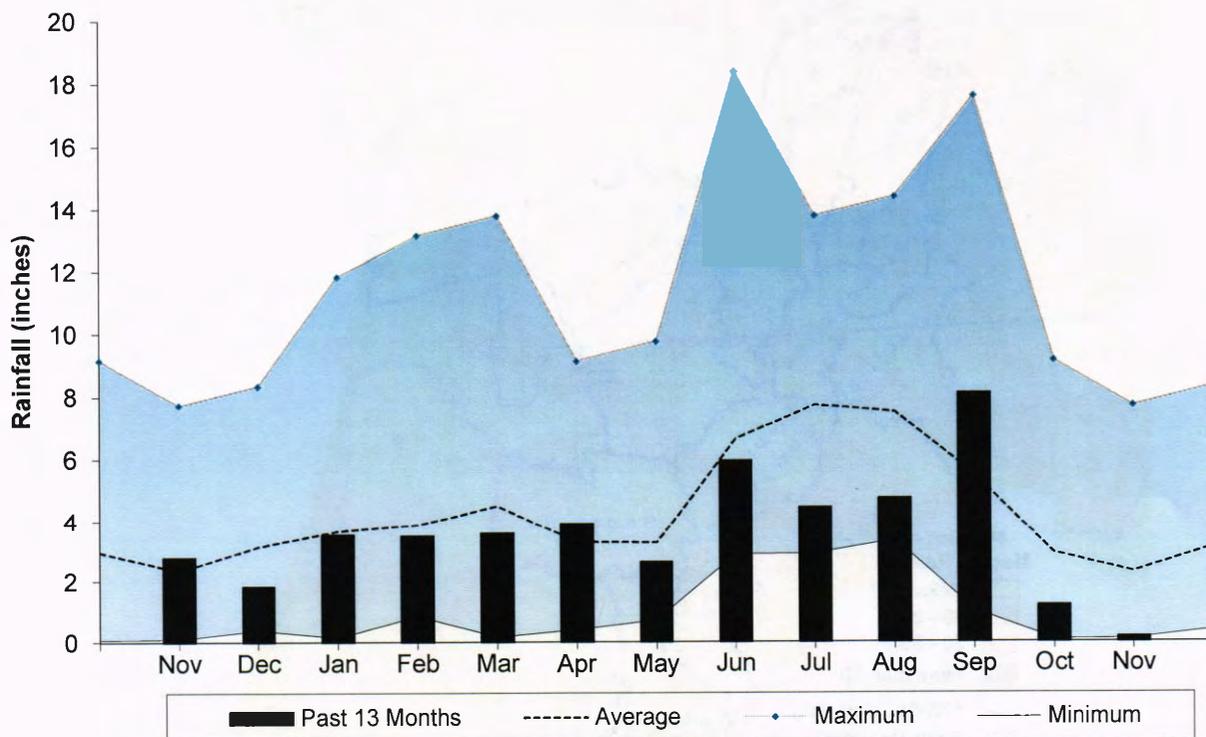


Figure 2: November 2016 SRWMD Gage-adjusted Radar Rainfall Estimate

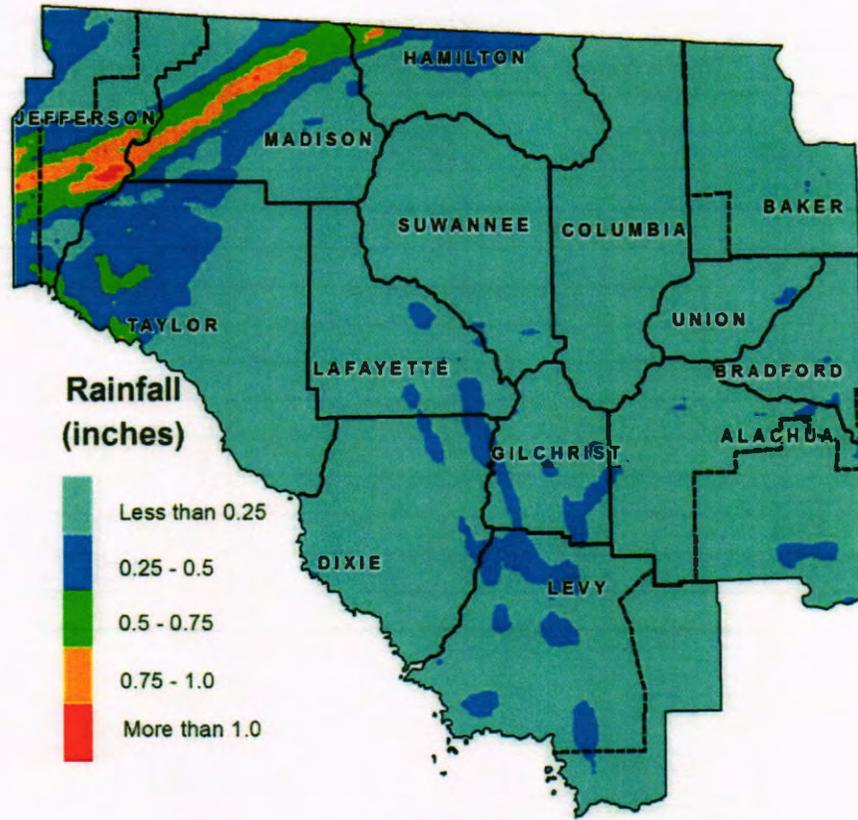


Figure 3: November 2016 Percent of Normal Rainfall – Suwannee River Basin

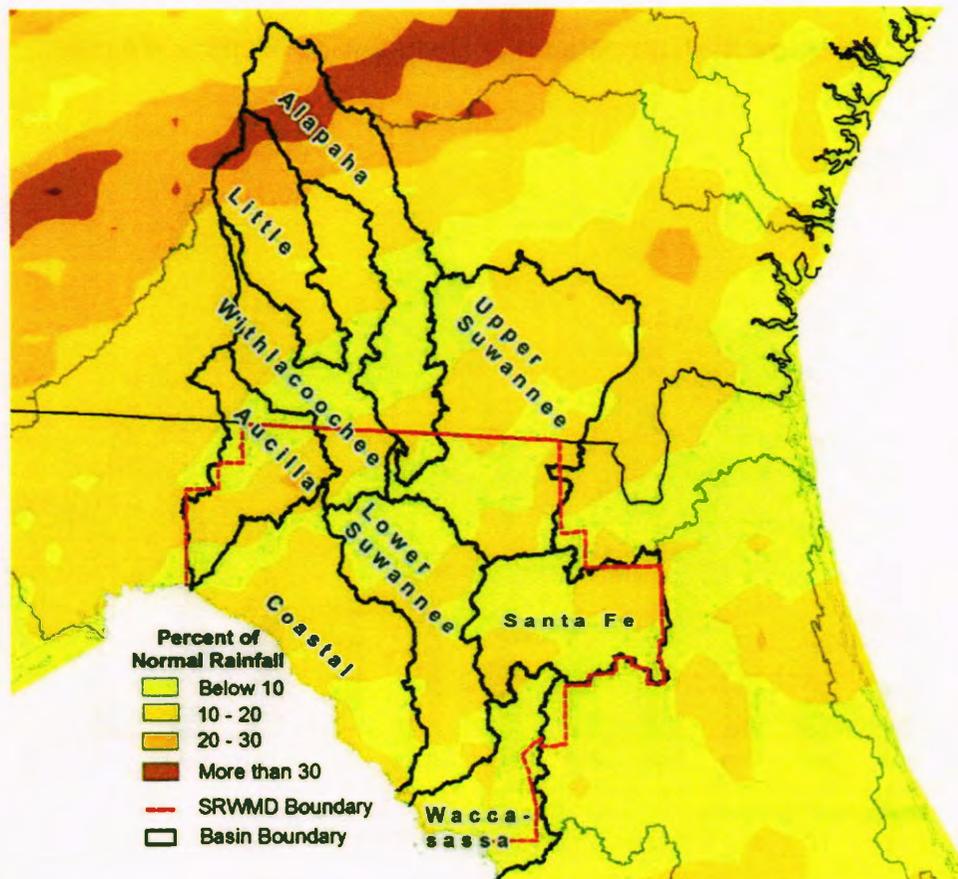


Figure 4: 12-Month Rainfall Surplus/Deficit by River Basin through November 30, 2016

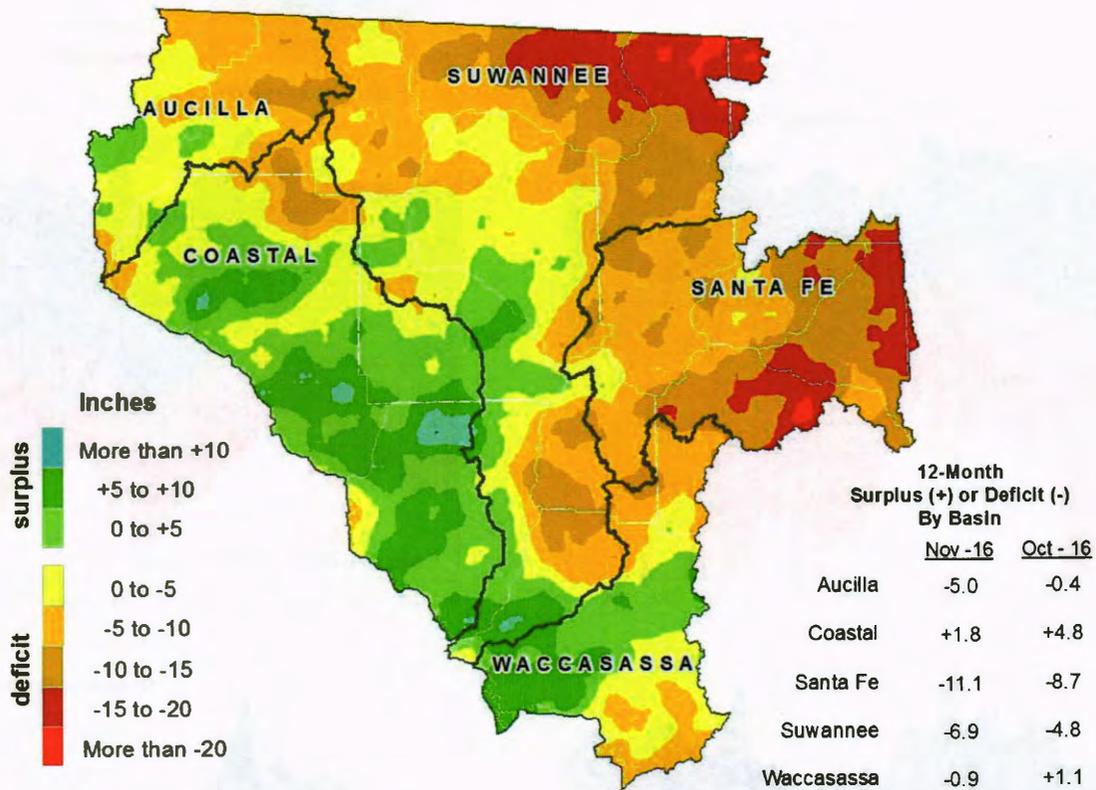


Figure 5: 3-Month Rainfall Surplus/Deficit by River Basin through November 30, 2016

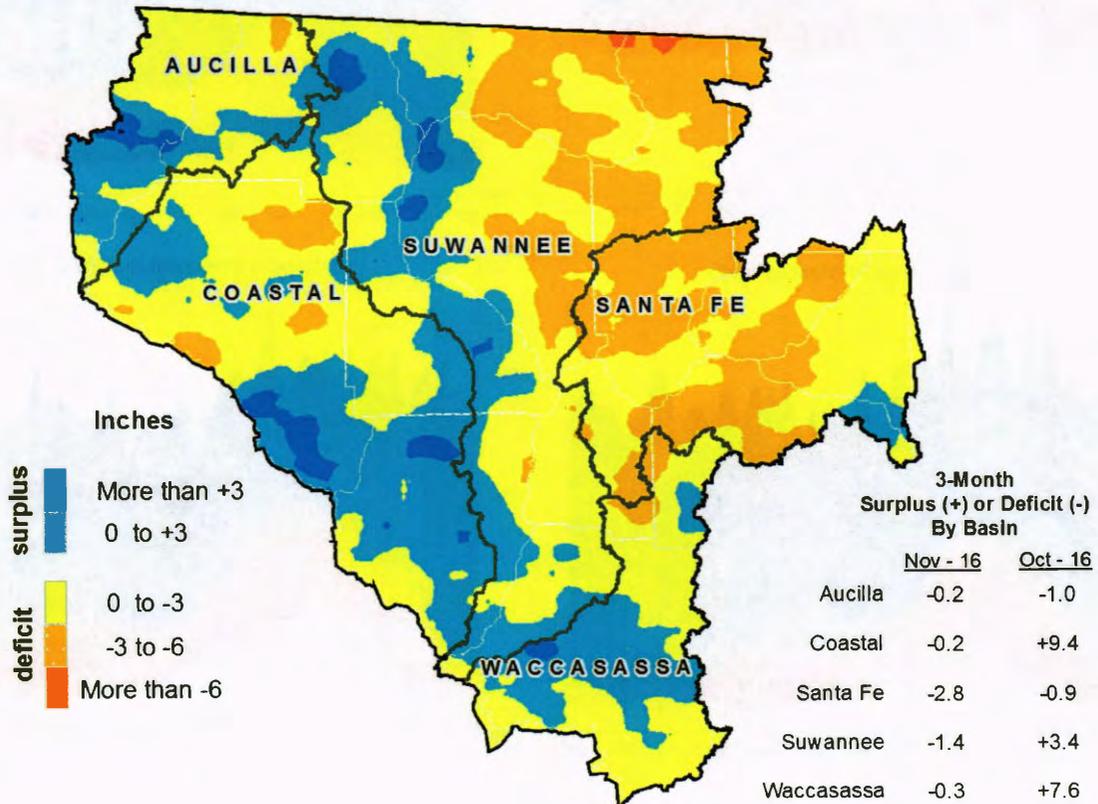


Figure 6: Daily River Flow Statistics
 December 1, 2015 through November 30, 2016



RIVER FLOW, CUBIC FEET PER SECOND

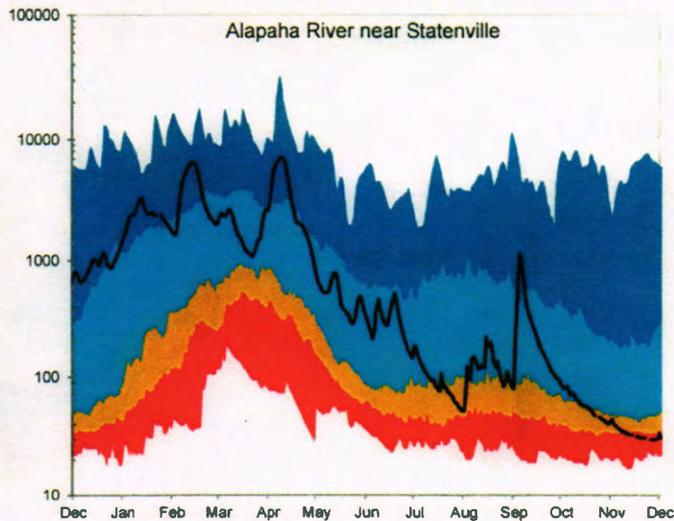
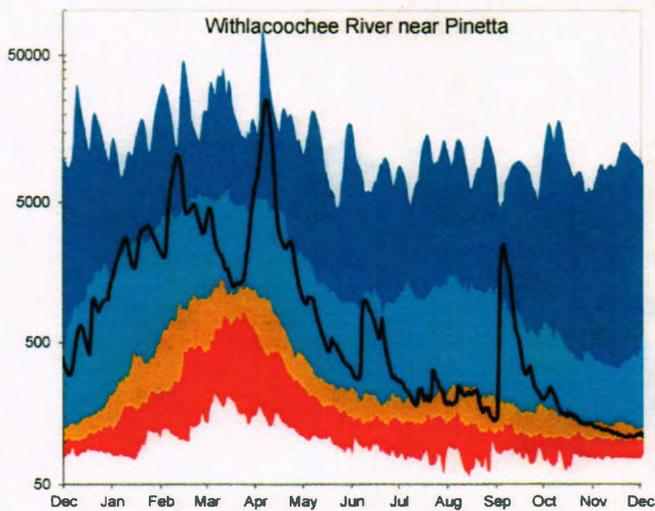
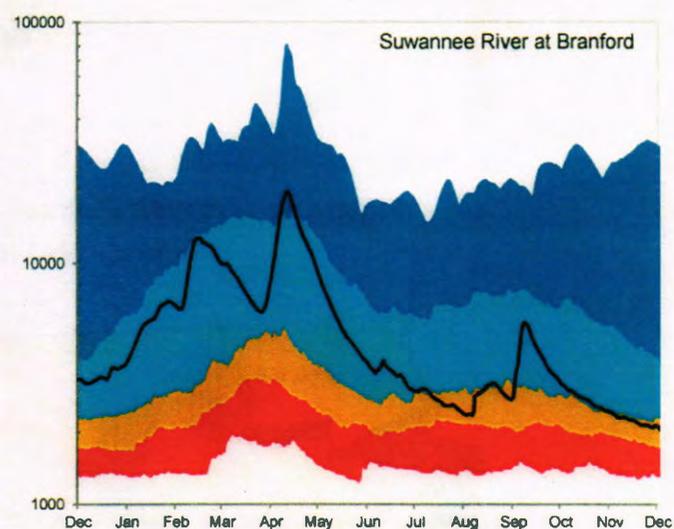
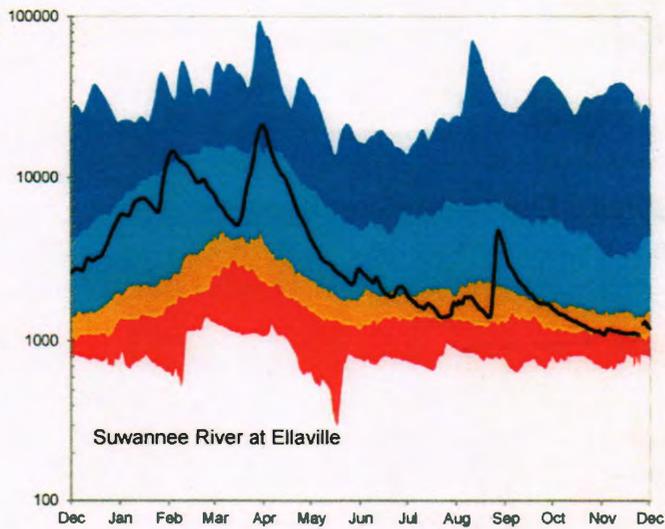
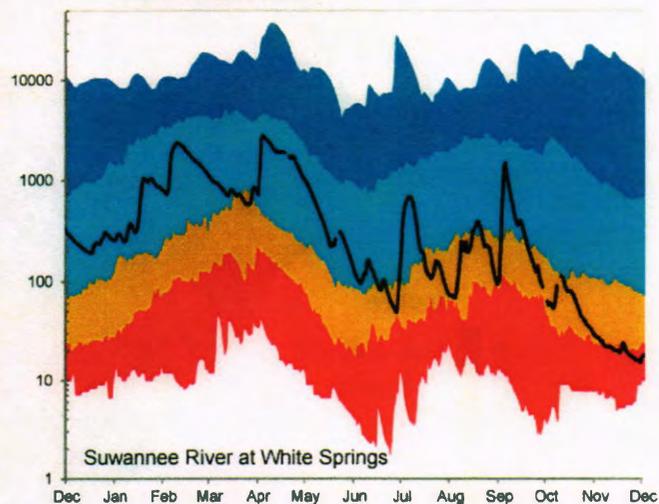
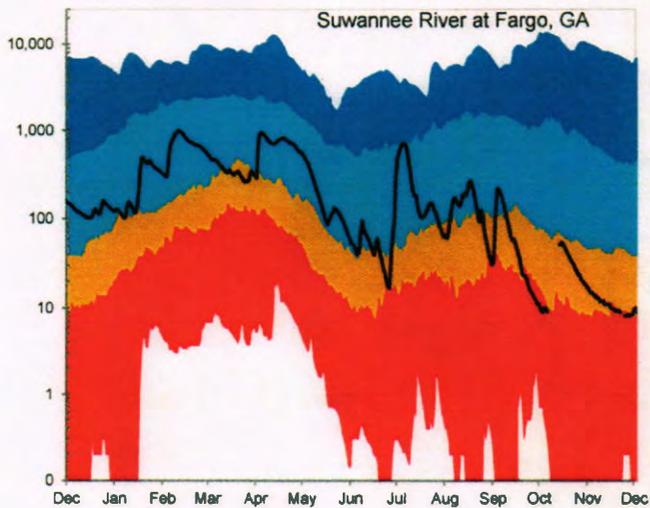
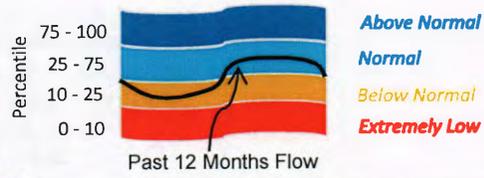
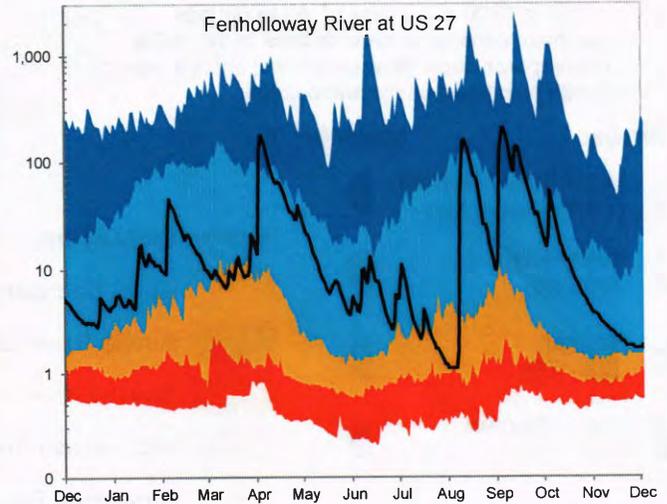
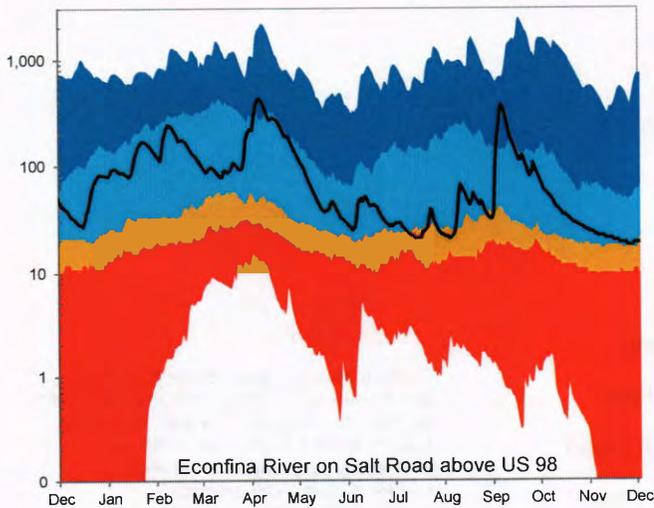
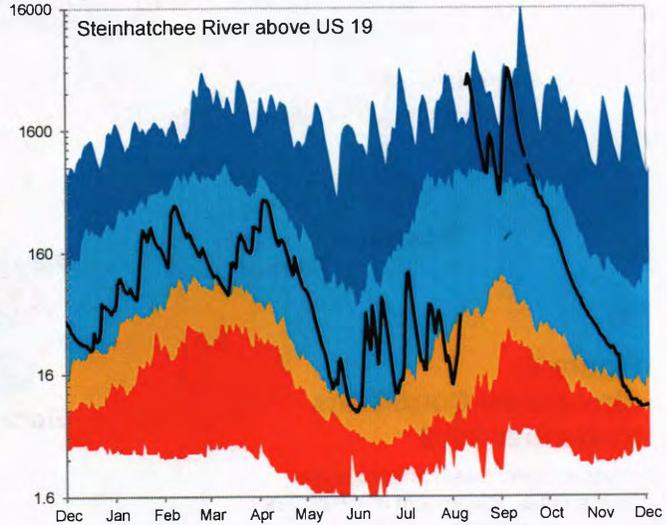
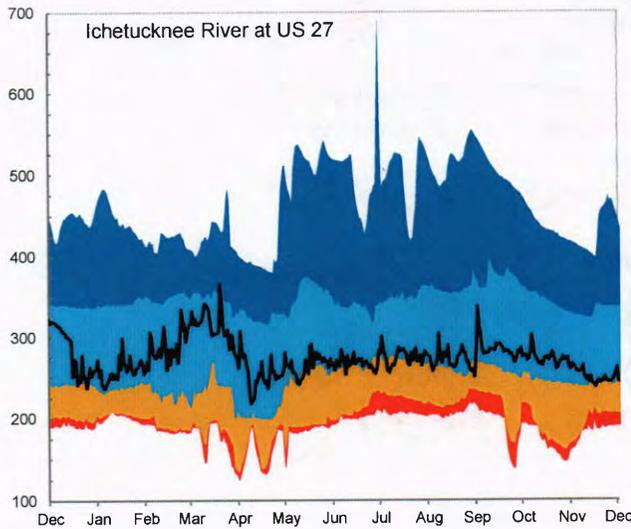
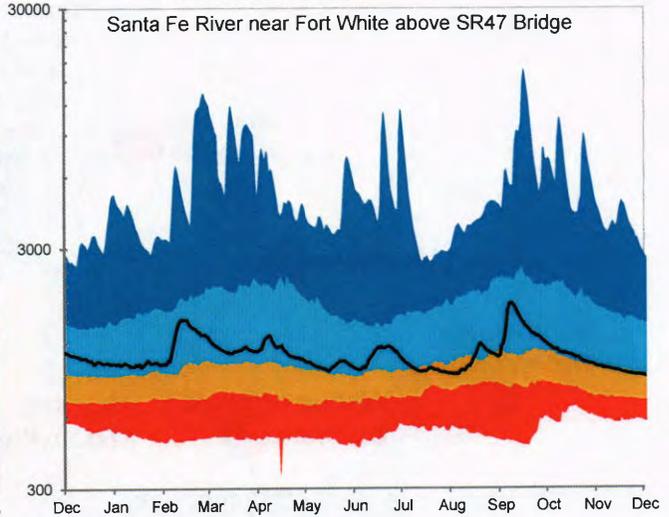
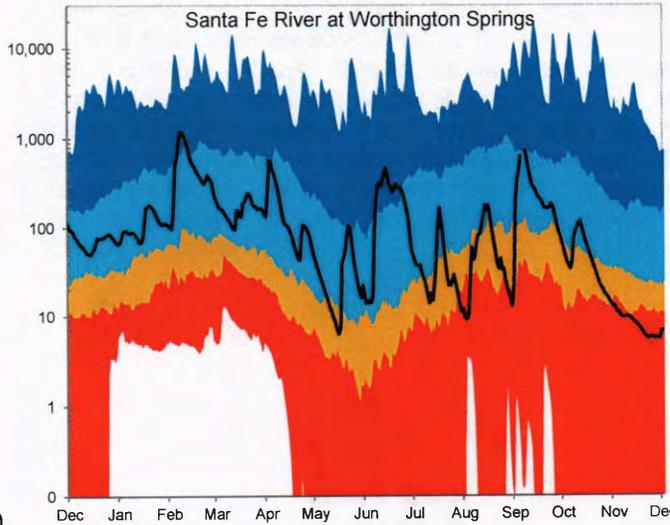


Figure 6, cont: Daily River Flow Statistics
December 1, 2015 through November 30, 2016



RIVER FLOW, CUBIC FEET PER SECOND



The Cody Scarp (or Escarpment) is an area of relatively steep topographical change that runs across north Florida. The geology above the Scarp consists of sandy soils over thick layers of mostly impermeable sediments such as clay. Streams are well-developed with dendritic (tree-like) drainage patterns. Because of the impermeable sediments, rainfall is collected in ever-growing surface streams as the land elevation falls. Below the Scarp, sandy soils overlay porous limestone. These areas are internally drained, meaning rainfall runs directly into the ground or into sinkholes instead of forming streams. In these areas, rainfall directly recharges the aquifer, which in turn discharges into rivers via springs and river bed seepage. The Scarp is important to the area's hydrology because it demarcates areas where streamflow is dependent almost entirely on recent rainfall and areas where streamflow is heavily influenced by groundwater.

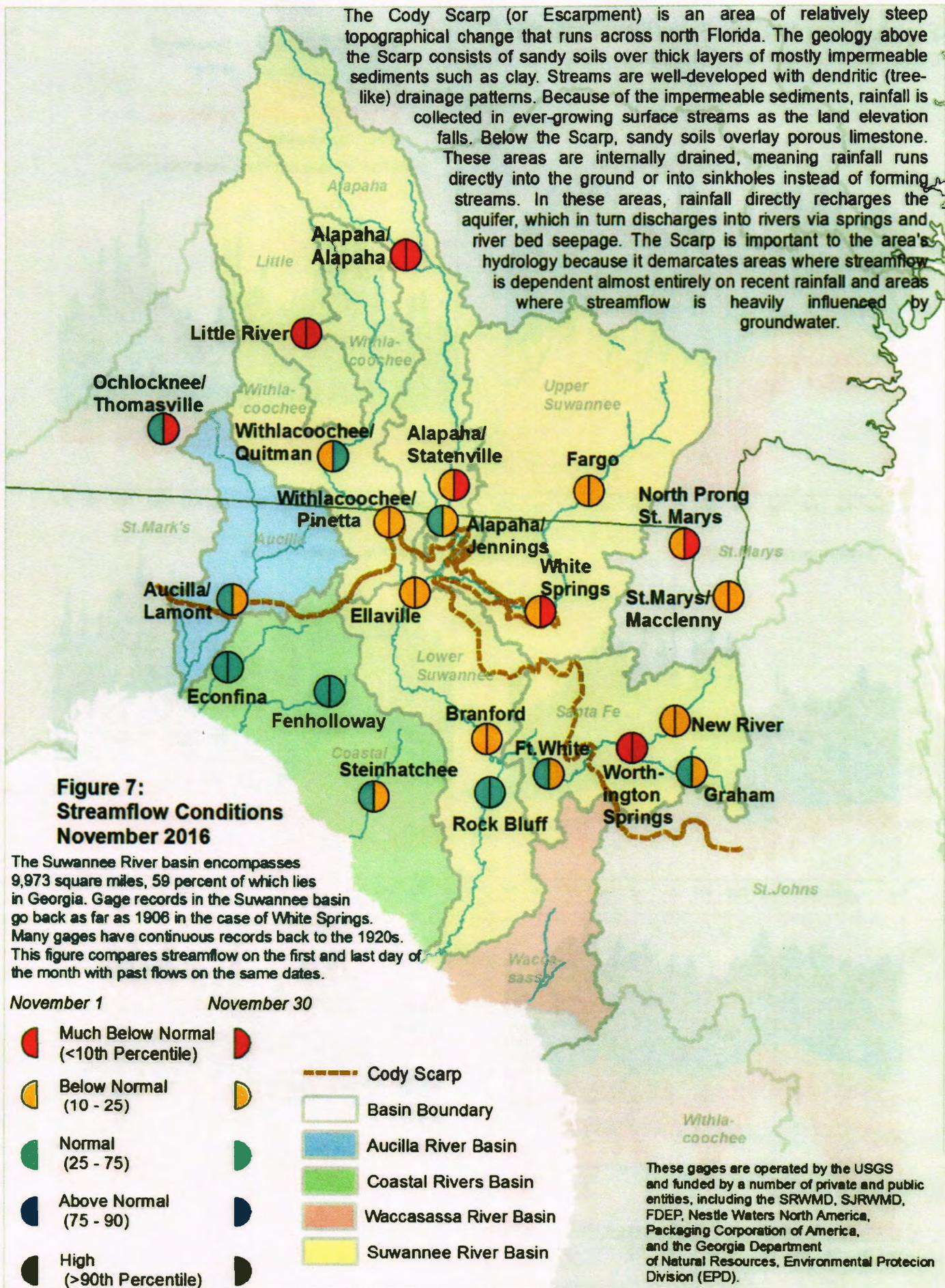
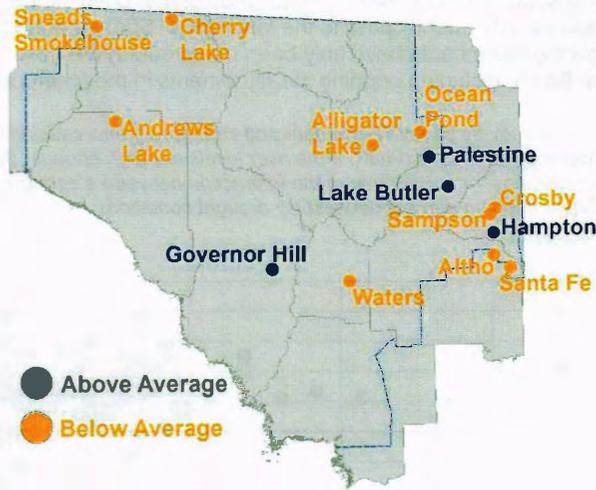


Figure 8: November 2016 Lake Levels



SRWMD lakes react differently to climatic changes depending on their location in the landscape. Some lakes, in particular ones in the eastern part of the District, are embedded in a surficial or intermediate aquifer over relatively impermeable clay deposits. These lakes rise and fall according to local rainfall and surface runoff. They retain water during severe droughts since most losses occur from evaporation. Other lakes, such as Governor Hill and Waters Lake, have porous or “leaky” bottoms that interact with the Floridan aquifer. These lakes depend on groundwater levels to stay high. If aquifer levels are low, these lakes go dry even if rainfall is normal.

The District currently monitors 14 lakes; much of the data was originally provided by volunteer observers. Monitoring records begin in the 1970s, except for Lakes Butler, Sampson, and Santa Fe, which started in 1957.

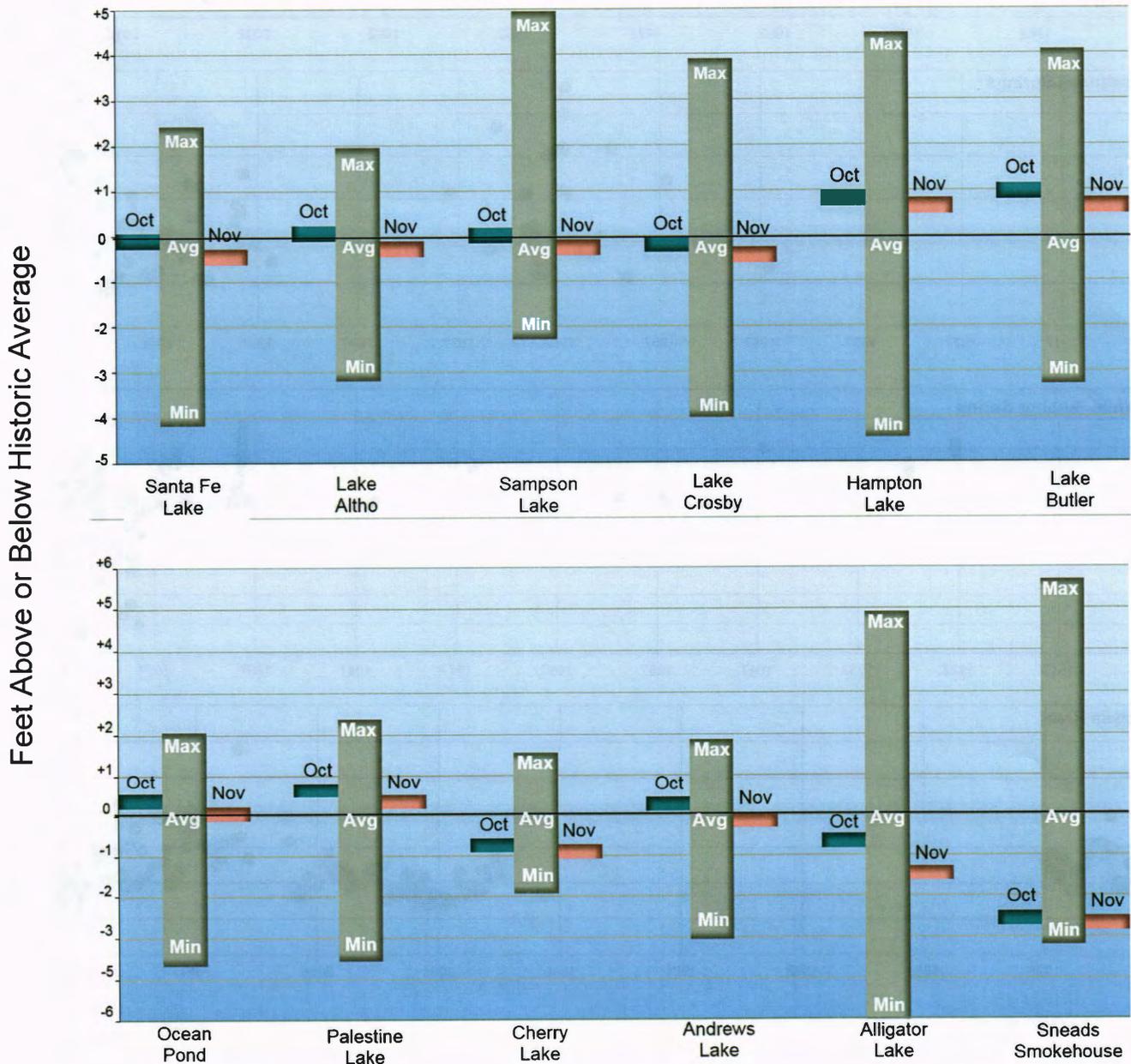
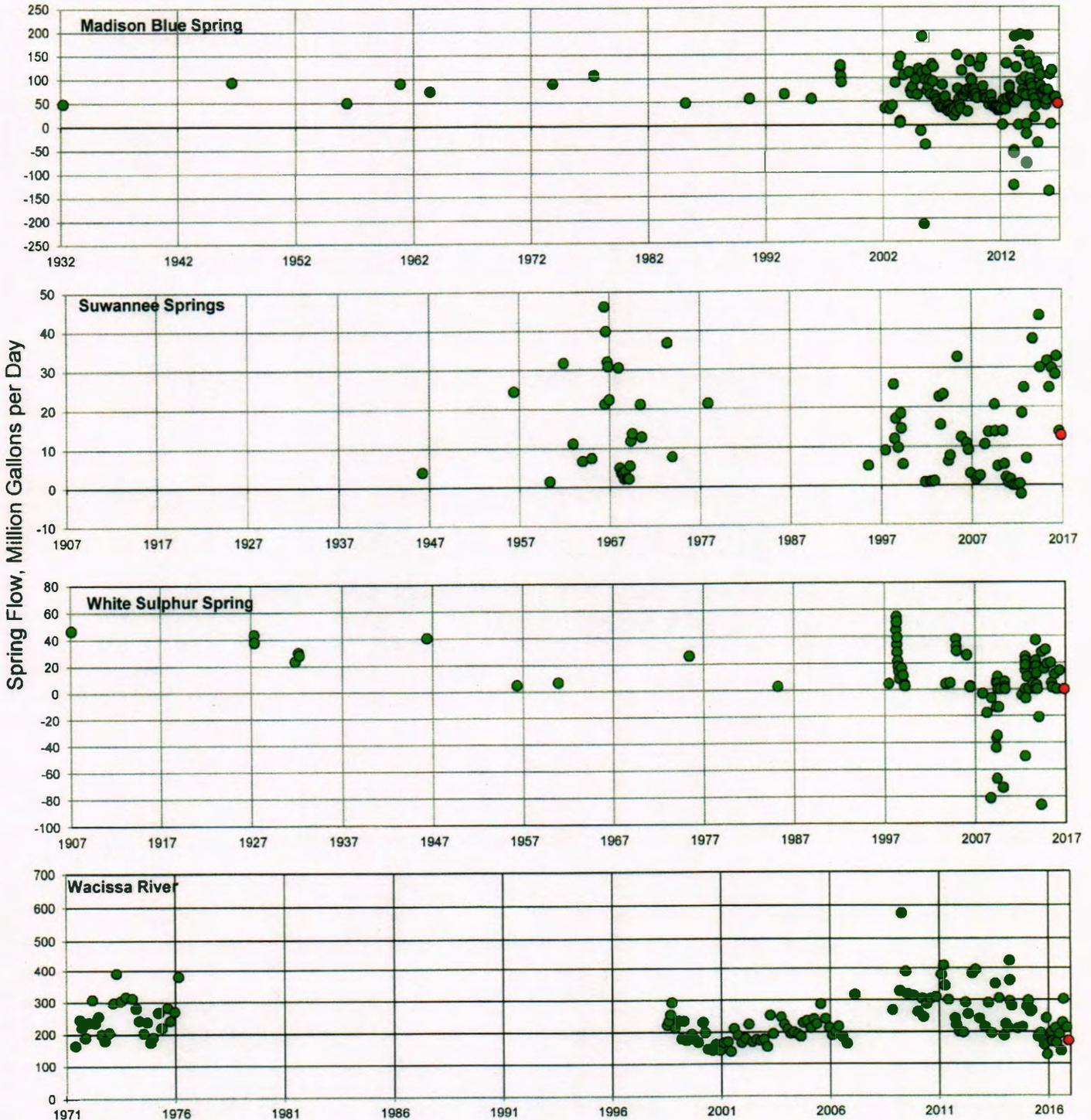


Figure 9: Monthly Springflow Measurements

The SRWMD monitors water quality at 44 springs. Flow is usually measured at the time of the sampling. The springs below were measured in November 2016 by SRWMD staff or by the USGS with the last measurement marked in red. Flow data is provided below in MGD (million gallons per day—a million gallons would fill a football field about 3' deep). With the exception of the Ichetucknee River, Santa Fe Rise and the Alapaha Rise, springs in the SRWMD were measured infrequently prior to the late 1990s. Springs with long records were rarely measured more than once per decade; 'reverse' flow measurements have only been made during the past 10 years. Historical flow measurements from springs in the Santa Fe River Basin, including ongoing measurements in the Ichetucknee River system, are provided below.

A spring's flow can be greatly affected by the level of the river it runs into. Rising river levels can act like a dam and slow spring flow causing what is known as a backwater effect. A river can flood a spring completely, known colloquially as a "brown-out". If the river levels are high enough, river water can flow back into the spring vent and thence into the aquifer, resulting in a negative flow rate. Because of the interaction between a spring and its receiving water body, some low flow measurements recorded are the result of river flooding and not necessarily drought conditions.



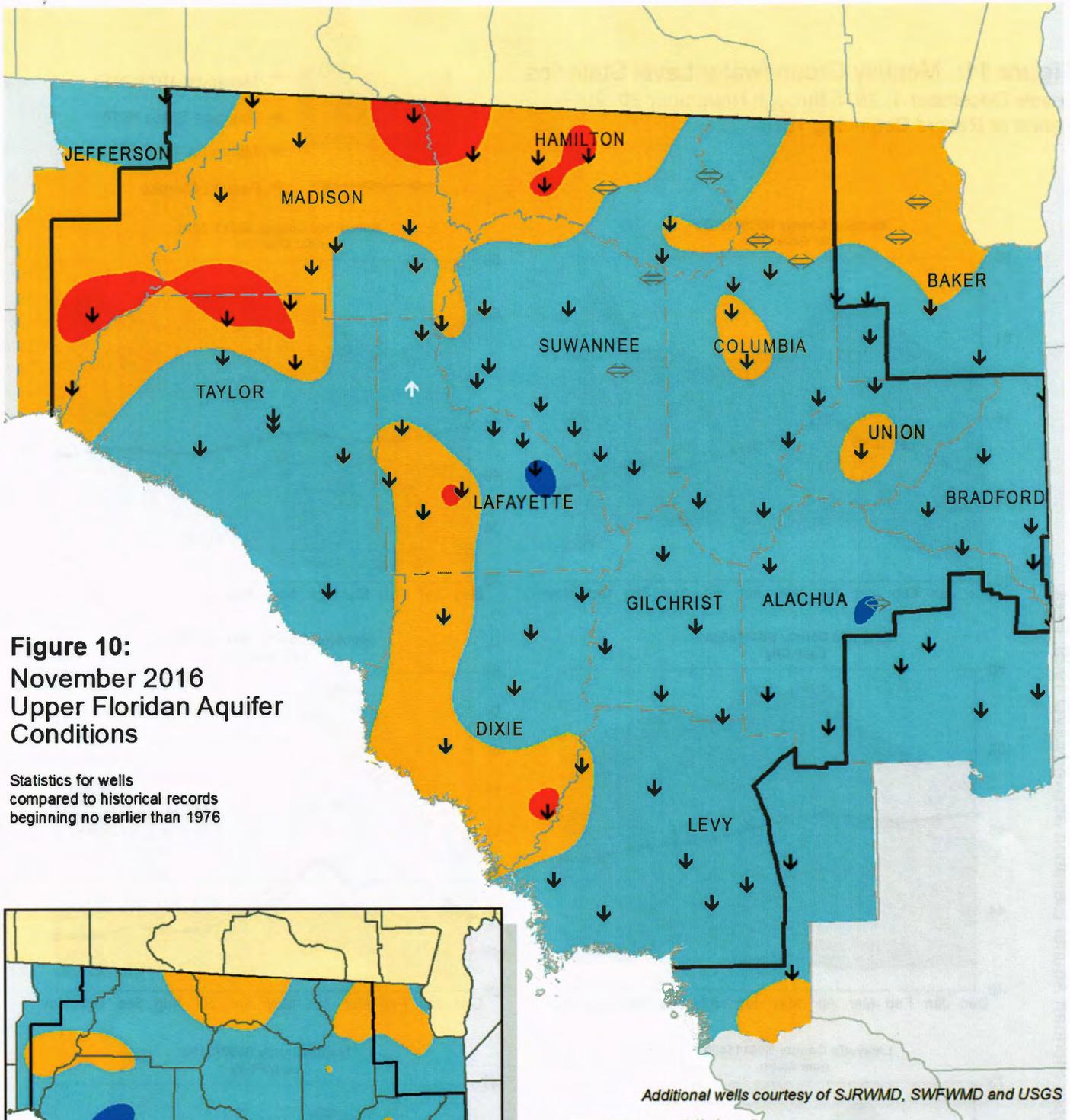
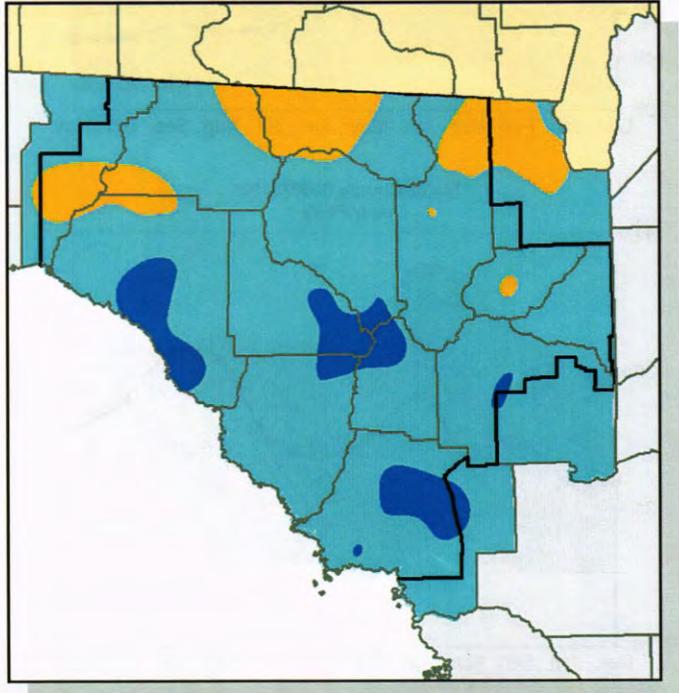


Figure 10:
 November 2016
 Upper Floridan Aquifer
 Conditions

Statistics for wells
 compared to historical records
 beginning no earlier than 1976

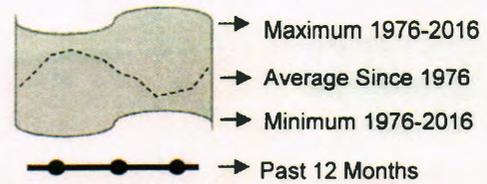
Additional wells courtesy of SJRWMD, SWFWMD and USGS



Inset: October Groundwater Levels

- High
(Greater than 75th Percentile)
- Normal
(25th to 75th Percentile)
- Low
(10th to 25th Percentile)
- Extremely Low
(Less than 10th Percentile)
- ↑ ↓ Increase/decrease in level since last month
- Increase/decrease since last month less than one percent of historic range
- District Boundary

Figure 11: Monthly Groundwater Level Statistics
 Levels December 1, 2015 through November 30, 2016
 Period of Record Beginning 1976



Upper Floridan Aquifer Elevation above NGVD 1929, Feet

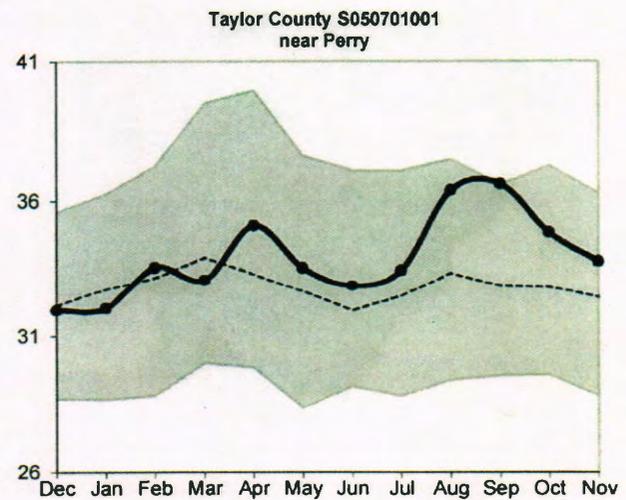
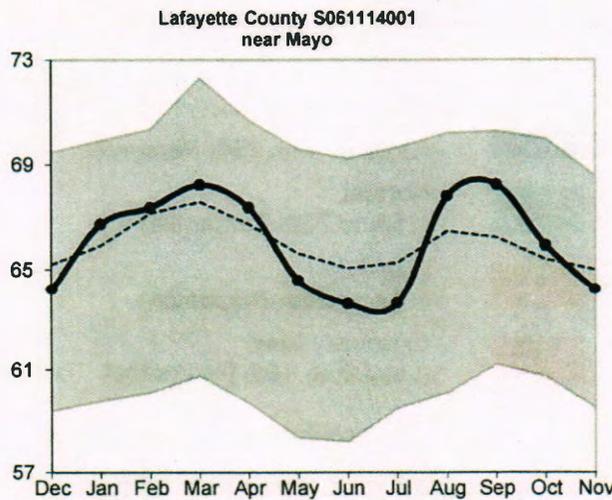
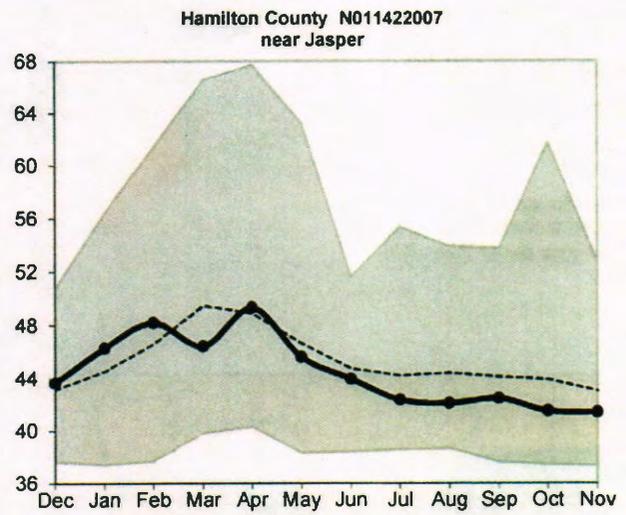
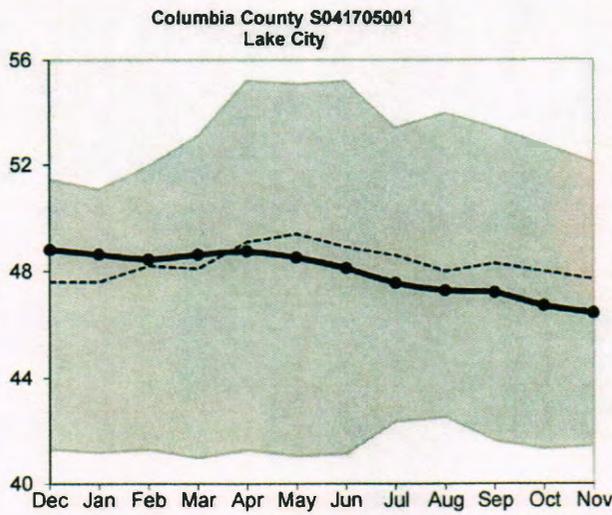
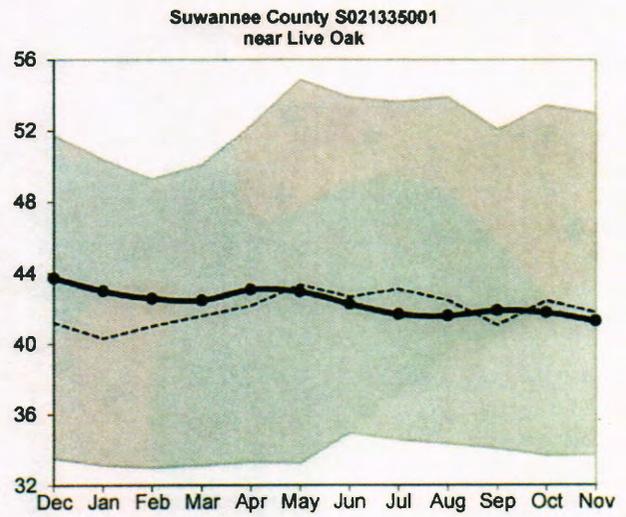
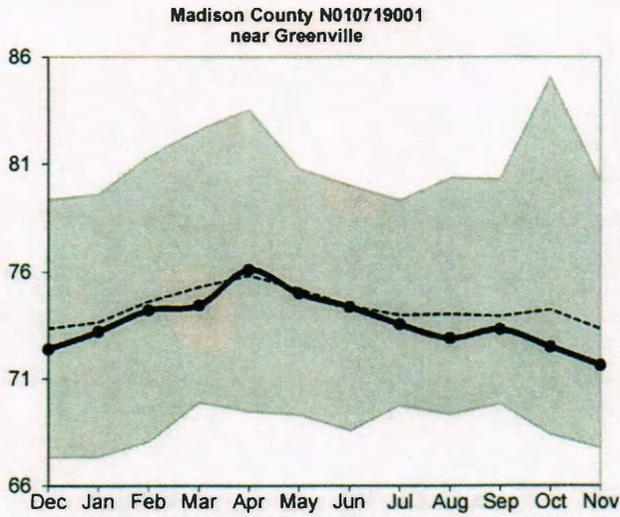
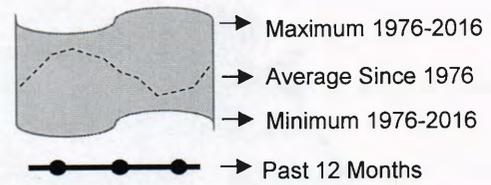
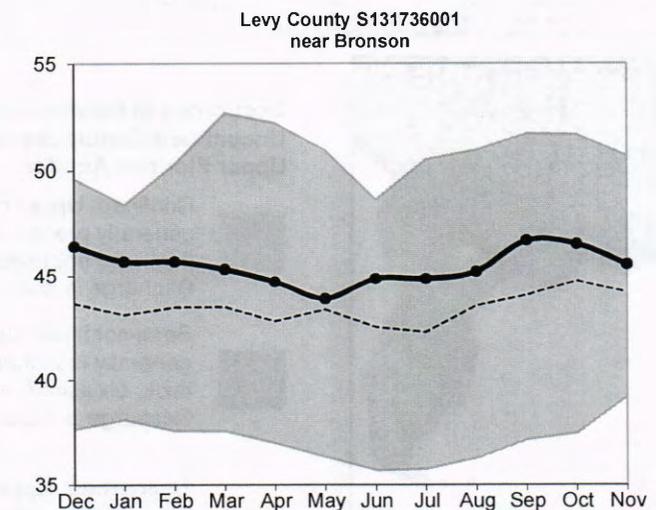
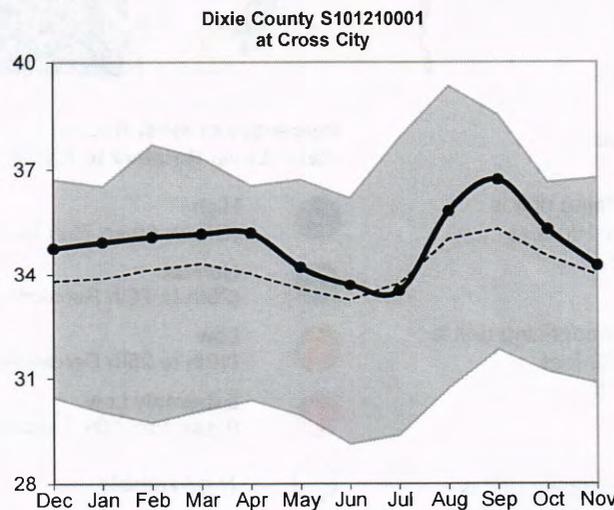
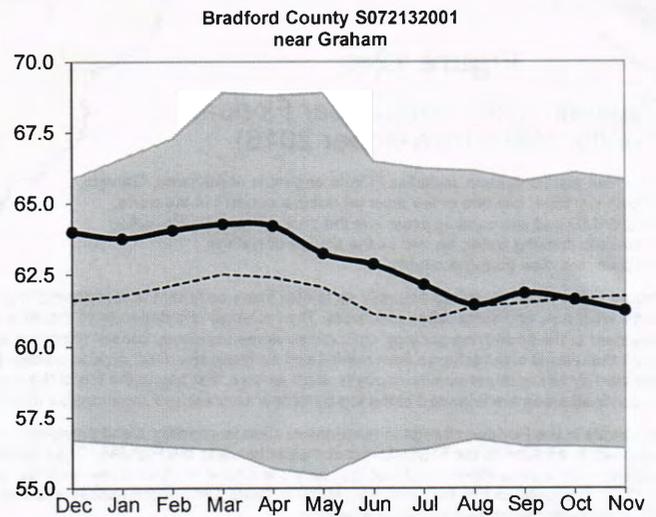
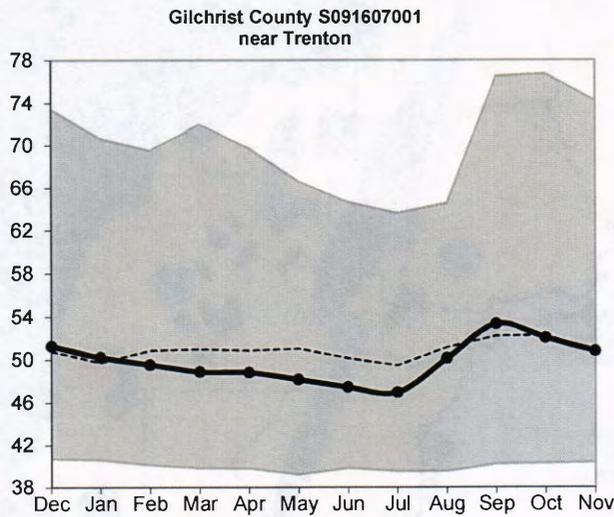
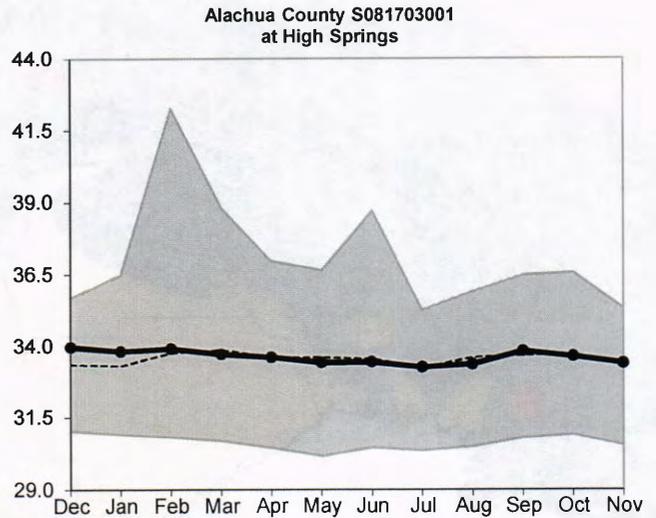
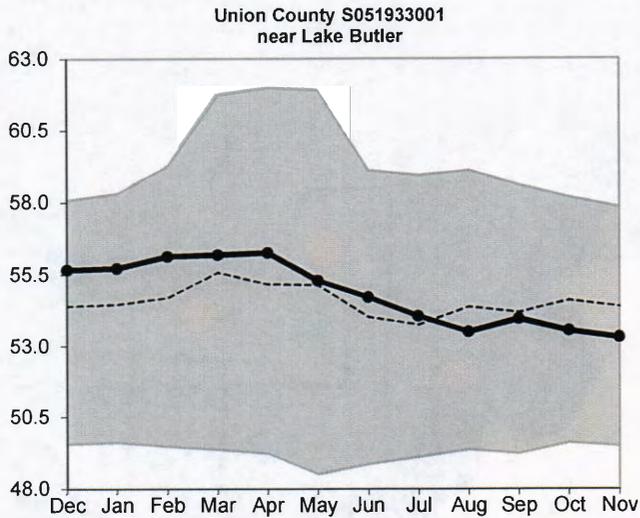


Figure 11, cont.: Groundwater Level Statistics
 Levels December 1, 2015 through November 30, 2016
 Period of Record Beginning 1976



Upper Floridan Aquifer Elevation above NGVD 1929, Feet



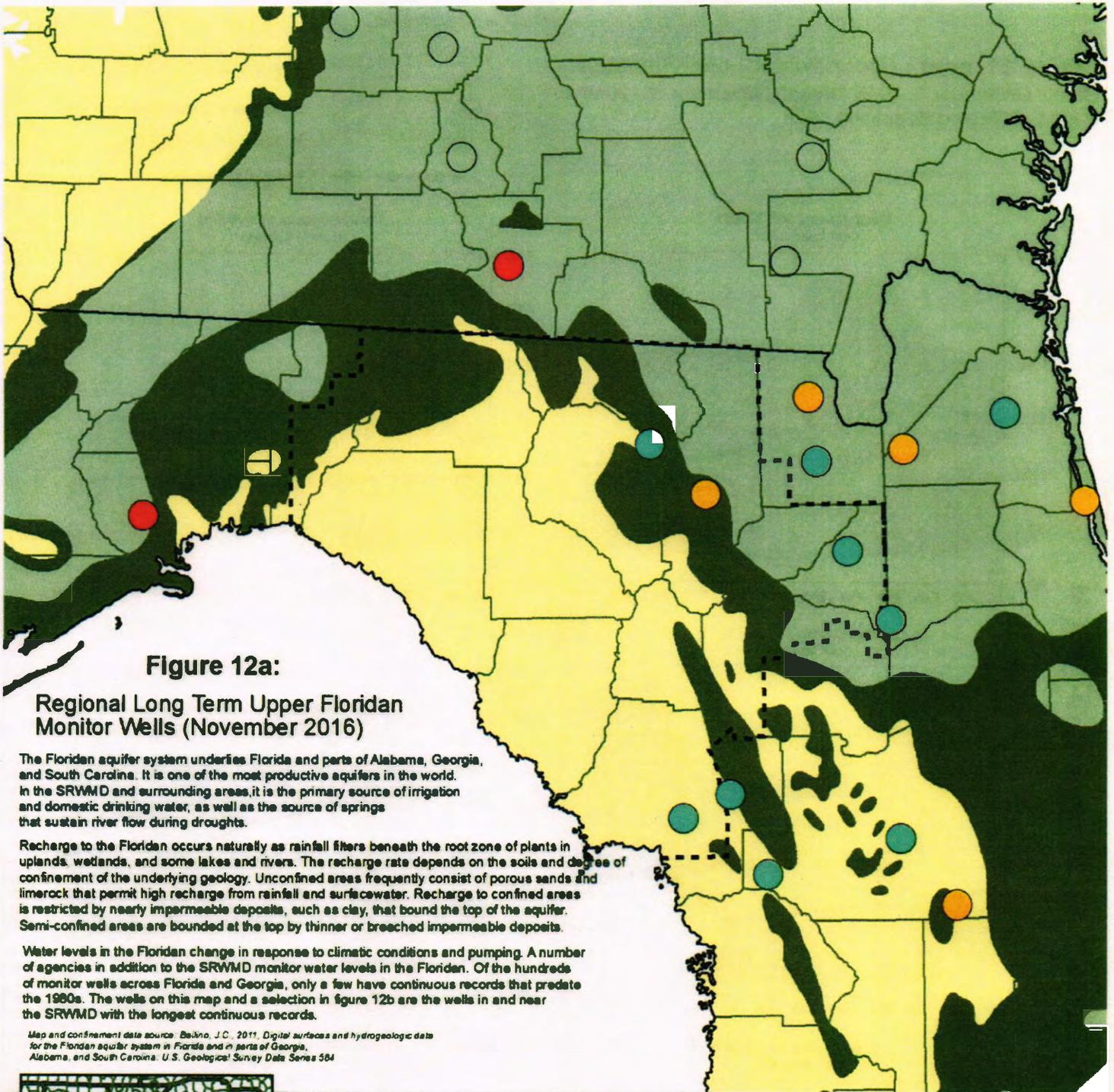


Figure 12a:

Regional Long Term Upper Floridan Monitor Wells (November 2016)

The Floridan aquifer system underlies Florida and parts of Alabama, Georgia, and South Carolina. It is one of the most productive aquifers in the world. In the SRWMD and surrounding areas, it is the primary source of irrigation and domestic drinking water, as well as the source of springs that sustain river flow during droughts.

Recharge to the Floridan occurs naturally as rainfall filters beneath the root zone of plants in uplands, wetlands, and some lakes and rivers. The recharge rate depends on the soils and degree of confinement of the underlying geology. Unconfined areas frequently consist of porous sands and limestone that permit high recharge from rainfall and surfacewater. Recharge to confined areas is restricted by nearly impermeable deposits, such as clay, that bound the top of the aquifer. Semi-confined areas are bounded at the top by thinner or breached impermeable deposits.

Water levels in the Floridan change in response to climatic conditions and pumping. A number of agencies in addition to the SRWMD monitor water levels in the Floridan. Of the hundreds of monitor wells across Florida and Georgia, only a few have continuous records that predate the 1980s. The wells on this map and a selection in figure 12b are the wells in and near the SRWMD with the longest continuous records.

Map and confinement data source: Balino, J.C., 2011. Digital surfaces and hydrogeologic data for the Floridan aquifer system in Florida and in parts of Georgia, Alabama, and South Carolina. U.S. Geological Survey Data Series 584



Inset: Extent of Floridan Aquifer

Occurrence of Confined and Unconfined Conditions in the Upper Floridan Aquifer

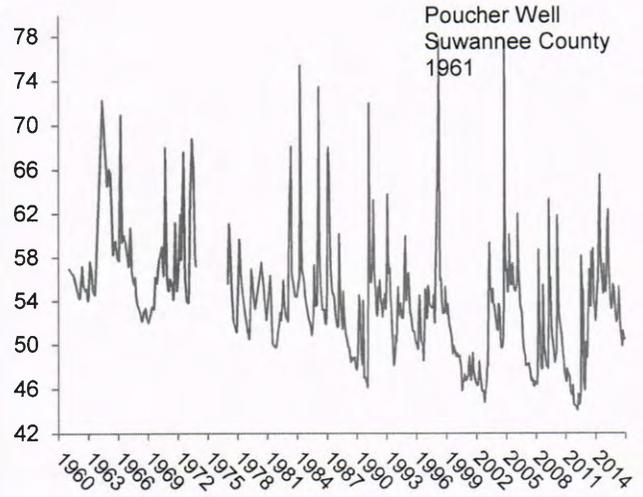
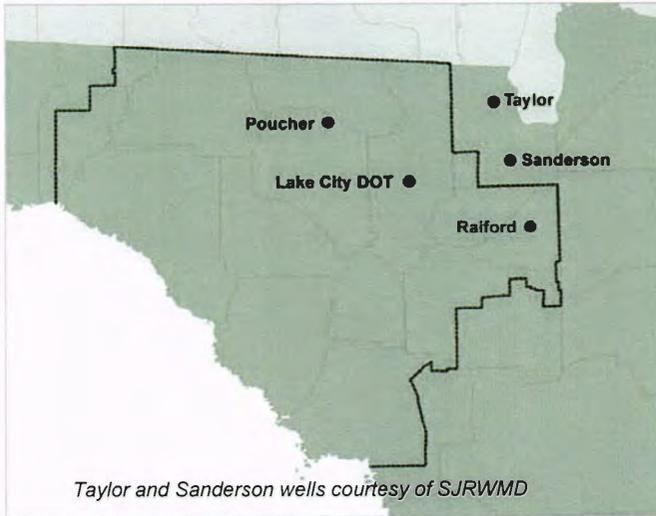
- Confined:** Upper confining unit is generally greater than 100 feet thick and unbreached. Recharge is low.
- Semi-confined:** Upper confining unit is generally less than 100 feet thick, breached, or both. Recharge is moderate.
- Unconfined:** Upper confining unit is absent or very thin. Recharge is high.

Percentile of Most Recent Water Level Relative to Entire Record

- High** (Greater than 75th Percentile)
- Normal** (25th to 75th Percentile)
- Low** (10th to 25th Percentile)
- Extremely Low** (Less than 10th Percentile)
- Not Available**
- SRWMD Boundary**

Figure 12b: Regional Long Term Upper Floridan Levels

Data through November 2016



Upper Floridan Aquifer Elevation above NGVD 1929, Feet

