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**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

DEPARTMENT OF COMMUNITY
AFFAIRS,

Petitioner,

v.

DOAH Case No. 08-2277GM

TOWN OF GREENWOOD,

Respondent.

_____ /

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs (“Department”) and the Town of Greenwood (“Town”) as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the Department is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the Town is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Town adopted an amendment to its Comprehensive Plan by Ordinance No. 200-01, Section 2, Conservation Element on March 11, 2008 (“Plan Amendment”); and

WHEREAS, the Plan Amendment adds provisions for karst feature protection; and

WHEREAS, the Department signed its Statement of Intent regarding the Plan Amendment on May 1, 2008 and published its Notice of Intent on May 2, 2008; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Plan Amendment is not “in compliance” because the karst feature protection policies are limited in

scope and do not provide adequate groundwater protection; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, the Department has initiated the above-styled formal administrative proceeding challenging the Plan Amendment; and

WHEREAS, the Town disputes the allegations of the Statement of Intent regarding the Plan Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. **Definitions.** As used in this agreement, the following words and phrases shall have the following meanings:

- a. **Act:** The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. **Agreement:** This stipulated settlement agreement.
- c. **DOAH:** The Florida Division of Administrative Hearings.
- d. **In compliance or into compliance:** The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- e. **Notice:** The Notice of Intent issued by the Department to which was attached its Statement of Intent to find the Plan Amendment not in compliance.
- f. **Petition:** The Department of Community Affairs' Petition for Formal Administrative Hearing in this case.
- g. **Plan Amendment:** The amendment to the Town's Comprehensive Plan

Department will file the cumulative Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be in compliance.

6. Remedial Actions to be Considered for Adoption. The Town agrees to consider for adoption by formal action of their governing bodies the Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7. Adoption or Approval of Remedial Plan Amendments. Within 60 days after the execution of this Agreement by the parties, the Town shall consider for adoption the Remedial Actions or Remedial Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Town shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Town also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the Remedial Action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days

after receipt of the adopted Remedial Plan Amendment and Support Documents, the Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted Plan Amendment and Remedial Plan Amendment in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan Amendment and the Remedial Plan Amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the Remedial Plan Amendment not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Town's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(e), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Town's charter or other regulations.

TOWN OF GREENWOOD

By: Charles Sanders
Charles Sanders
Mayor, Town of Greenwood

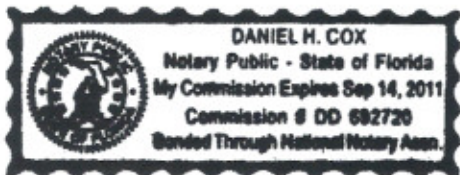
Approved as to form and legality:
[Signature]
Town Attorney

8-12-08
Date

8-12-08
Date

STATE OF FLORIDA
COUNTY OF Jackson

The foregoing instrument was acknowledged before me this 12th day of August, 2008, by Charles Sanders, Mayor, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



[Signature]
Notary Public

EXHIBIT B – REMEDIAL ACTIONS

The Town shall adopt the following Conservation Element revisions into its comprehensive plan:

1. Revise Policy 1.4 as follows:

~~Any septic system serving a structure constructed after the July 1, 2008, and located within 100 feet of a surface water body, wetland or karst feature with direct connection to the aquifer~~ All new development shall require performance based septic systems which produce a treatment standard of 10 milligrams per liter of nitrogen. This requirement does not apply to single-family homes constructed on parcels in existence as of January 1, 2008. Upon Jackson County adopting comprehensive plan provisions for performance based septic systems, the Town shall review the data and analysis supporting those amendments, and to the extent applicable within the Town, amend this policy with provisions identical to the County's during its next available amendment cycle.

2. Revise Policy 2.3 as follows:

A fifteen foot buffer of native vegetation shall be required adjacent to all wetlands ~~and~~ karst features. This buffer shall be construed to apply to those wetlands which are Florida Department of Environmental Protection jurisdictional, isolated wetlands, lakes and ponds; wetlands which are assigned State Element ranks of SI or S2 by the Florida Natural Areas Inventory, and wetlands which provide significant habitat for plant or animal species which are listed as endangered, threatened, or species of special concern by the Florida ~~Game and Freshwater Fish and Wildlife Conservation~~ Commission or Florida Department of Agriculture and Consumer Services. This buffer consist of preserved or planted native vegetation, including canopy, understory, and ground cover. Vegetation may be removed adjacent to lakes and ponds for a width not to exceed 15 feet on any one residential lot, provided that the buffer width is increased elsewhere on the lot to provide for an equal buffer area. Otherwise, no development or clearing shall be permitted in these buffers, except for trimming or clearing to construct elevated walkways and piers which are not more than six (6) feet in width. Nuisance vegetation is defined as species which are not native to Jackson County as determined by the urban Forester, and species which are determined by the Urban Forester to be thorny or poisonous. Nuisance vegetation may be removed from the required buffer area, provided that it is replaced by native vegetation equivalent in density to the plants, shrubs, and trees that were removed.

3. Revise Policy 2.4 as follows:

Development within 100 feet of karst features ~~with direction connection to the aquifer~~ shall be prohibited ~~limited to pervious surface parking areas and dry retention surface water management systems. Outfall from the dry retention surface water management system shall be directed away from the karst feature.~~ Passive recreation uses including trails and boardwalks, observation areas and other passive uses for enhancement or preservation of the area are allowed within the 100 foot buffer.