

# **Board of County Commissioners**

## **Jefferson County, Florida**

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Stephen G. Fulford District 1	Eugene C. Hall District 2	Hines F. Boyd District 3	Felix "Skeet" Joyner District 4	Danny Monroe, III District 5, Chair
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### **Regular Session Agenda (Revised)**

**February 4, 2010 at the Courthouse Annex**  
**435 W. Walnut St. Monticello, FL 32344**

- 1. 9:00 A.M. – Call to Order, Invocation, Pledge of Allegiance**
- 2. Public Announcements, Presentations, & Awards**
- 3. Consent Agenda**
  - a) Minutes – January 21, 2010 Regular Session**
- 4. Citizens Request & Input on Non-Agenda Items**

(3 Minute Limit, No Commissioner Discussion. Questions, comments and concerns regarding county issues, officials, and staff may be made here. Requests or input may become a Citizen's forum or future agenda item as warranted.)
- 5. General Business**
  - a) Letter of Agreement w/ Morgan Keegan Inc. – Kirk Reams**
  - b) Scheduling of Local Incentives Workshop for Economic Development**
- 6. County Coordinator's Report**
- 7. Citizen's Forum**

(3 Minute Limit, Discussion Allowed. Questions, comments and concerns regarding county issues, officials and staff may be made here.)
- 8. Commissioner Discussion Items**
- 9. Adjourn**

From the manual "Government in the Sunshine", page 40:

Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR SESSION  
January 21, 2010

The Board met this date in Regular Session. Present were Chairman Danny Monroe, Commissioners Hines Boyd, Stephen Fulford, Felix "Skeet" Joyner and Eugene Hall, County Coordinator Roy Schleicher, Clerk of Court Kirk Reams, and County Attorney Buck Bird.

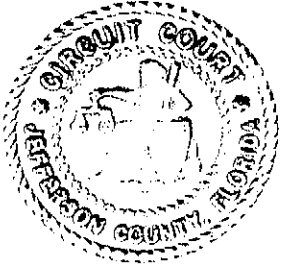
1. On motion by Commissioner Hall, seconded by Commissioner Joyner and unanimously carried, the consent agenda consisting of the minutes from the January 7<sup>th</sup> regular session was approved.
2. Chris Landrum, Warden of Jefferson Correctional Institution, informed the Board that in order for the prison work crews to mow cemeteries, they had to be not-for-profit corporations or city/county properties. He stated that he needed assurances that the cemeteries currently being worked on were not privately owned and requested to sit down with someone from the county to go over the property list. Commissioner Boyd volunteered.
3. Economic Development Director Julie Conley introduced Ordinance No. 2010-012110-01, Economic Development Incentives. On motion by Commissioner Fulford, seconded by Commissioner Hall and unanimously carried, the ordinance was approved.
4. Economic Development Director Julie Conley updated the Board on the negotiations with Air Methods. She informed the Board that it had originally committed \$42,200 to be recovered during the first 3 years. However, additional site grading and stormwater work needed to be done, amounting to \$48,000. Coupled with the lease payments amounting to \$36,000 the county's total net investment on this portion would be \$12,000. On motion by Commissioner Boyd, seconded by Commissioner Fulford and unanimously carried, the proposal was approved. On motion by Commissioner Hall, seconded by Commissioner Boyd and unanimously carried, the Board approved the expenditure as a line item for this project. On motion by Commissioner Joyner, seconded by Commissioner Fulford and unanimously carried, Duggar Excavating was approved as a low-bidder on this project.
5. County Engineer Frank Darabi requested the Board to approve the additional scope of work on Dills Road and to use excess funds from the Nash Road project. On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried, the Board approved this request.
6. Mr. Darabi also requested that the Goldberg and Monticello Park NRCS projects be awarded to the low-bidder, Dixie Paving. On motion by Commissioner Fulford, seconded by Commissioner Joyner and unanimously carried, the request was approved.
7. County Coordinator Roy Schleicher presented the results of the engineering RFQ and recommended accepting the rankings and establishing a negotiation committee to work with the top firm, Preble-Rish. On motion by Commissioner Boyd, seconded by Commissioner Fulford and unanimously carried, the decision to negotiate with Preble-Rish and to go down the recommendation list if they are unable to reach an agreement was approved. On motion by Commissioner Hall, seconded by Commissioner Fulford and unanimously carried, the negotiation committee consisting of Kirk Reams, Phil Calandra, David Harvey, Roy Schleicher, John McHugh and Danny Monroe was approved.

8. County Coordinator Roy Schleicher presented the results of the landfill RFQ and recommended accepting the rankings and establishing a negotiation to work with the top firm, Darabi & Associates. Commissioner Boyd stated that this was a monitoring project, not an engineering project, and that the respondents to the RFP's could handle all of the work required. Commissioner Boyd moved to reject all of the RFQ's on the landfill but his motion died for lack of a second. On motion by Commissioner Hall, seconded by Commissioner Joyner and carried 4 to 1 (Boyd opposed), the decision to negotiate with Darabi & Associates and go down the recommendation list if they are unable to reach an agreement was approved. Commissioner Boyd stated that he was troubled by the process because of inconsistent selections and results being skewed. The negotiations committee was stated to consist of Kirk Reams, Chuck Sarkisian, Beth Thorne, John McHugh, Roy Schleicher with Commissioner Monroe appointing Commissioner Joyner.
9. County Coordinator Roy Schleicher introduced the results of the RFP for the Tyson Road landfill. County Attorney Buck Bird cited Florida Statute 287, which made reference to the selection of the most responsible and responsive bidder.
10. A motion was made by Commissioner Joyner and seconded by Commissioner Hall to accept the low bidder, Darabi and Associates, under Task #1 (groundwater monitoring). Commissioner Boyd stated the intent was to get the most advantageous and lowest cost proposal. He said there was a right to bundle the tasks and that the low-cost proposal for all three came from RAI. He stated that he could not support the motion and his belief that the tasks should be bundled. Commissioner Monroe stated he saw no problem with splitting up the contract. By a vote of 3 to 2 (Boyd and Fulford opposed), the motion passed.
11. On motion by Commissioner Joyner, seconded by Commissioner Hall and carried 3 to 2 (Boyd and Fulford opposed), the selection of Darabi & Associates for Task #2 (gas monitoring) was approved.
12. Commissioner Fulford stated that Task #3 (maintenance) was an area to save money. Commissioner Boyd stated that Mr. Dean lived very close to the site and that it should be accepted because it also included biennial and inspection reports. On motion by Commissioner Boyd, seconded by Commissioner Hall and unanimously carried, the selection of RAI was approved.
13. County Coordinator Roy Schleicher requested a committee be appointed to consist of Kirk Reams, Chuck Sarkisian, Beth Thorne, Roy Schleicher, John McHugh and Commissioner Boyd for negotiations on the RFP. Commissioner Fulford asked for Attorney Bird to be involved with the Committee. On motion by Commissioner Fulford, seconded by Commissioner Hall and unanimously carried, the committee was established.
14. On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, the maintenance agreement for the North Salt Road ARRA project was approved.
15. County Attorney Bird introduced a easement situation in the Wacissa community that had been abandoned and that the Wacissa Methodist Church was interested in acquiring. Commissioner Joyner warned of the same issue on the south side of the road and that if the commissioner granted for one property owner, they would be approached by other property owners. Commissioner Boyd thought that it may change the character of the community and Commissioner Joyner recommended tabling this item for more discussion.
16. Emergency Management Director Carol Ellerbe asked the Board to declare a local state of emergency due to the most recent round of rain storms. This declaration would expire in 14 days. On motion by Commissioner Fulford, seconded by Commissioner Boyd and unanimously carried, the request was approved.

17. County Coordinator Roy Schleicher presented the department head reports to the Board. Commissioner Hall asked for annual reports from the department heads. Kathy Lollar from the Planning Department informed the Board that she was willing to work on Grants in coordination with John McHugh and that she would do the best she could, but she would like to remain in the Planning Department.
18. The warrant register was reviewed and bills ordered paid.
19. On motion by Commissioner Fulford, seconded by Commissioner Boyd, and unanimously carried, the meeting was adjourned.

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Chairman

Attest: \_\_\_\_\_  
Clerk



# Kirk B. Reams

Clerk Of The Circuit Court  
Jefferson County, Florida



Room 10  
County Courthouse  
Monticello, Florida 32344  
February 4, 2010

Phone: (850) 342-0218  
Fax: (850) 342-0222  
kirkbradleyreams@gmail.com

Commissioners:

I am requesting the Board to enter into a Letter of Agreement with Morgan Keegan, Inc. to evaluate our current bond situation and to provide some alternatives for your review for any future Bond Issuances the Board may be interested in. We have used this company and its representative, Ralph Cellon, on previous occasions for our bond work. This Letter of agreement will not incur any costs to the Board unless after all information is presented the Board decides to go through with any Bond Issuances that are presented.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kirk B. Reams".

Kirk B. Reams  
Clerk of the Circuit Court

Ralph W. Cellon, Jr.  
Senior Vice President  
Morgan Keegan & Company, Inc.  
2210 N.W. 40<sup>th</sup> Terrace, Suite A  
Gainesville, Florida 32605  
352/372-2517  
FAX 352/373-1855  
CELL 352/316-6336  
E-Mail: [ralph.cellon@morgankeegan.com](mailto:ralph.cellon@morgankeegan.com)

Members New York Stock Exchange, Inc.

Chairman and Members  
Jefferson County Board of  
County Commissioners  
One Courthouse Circle  
Monticello, Florida 32344

February 4, 2010

Gentlemen:

This letter sets forth an Agreement between Jefferson County, Florida (the "Issuer"), and Morgan Keegan & Company, Inc. ("Morgan Keegan") with respect to our firm serving in the capacity of investment banker for the proposed issuance of Bonds by the Issuer.

As investment banker and in order to create a publically offered security and affect the sale of the Bonds, Morgan Keegan will:

- (1) Assist in the development of a financing plan, including an analysis of alternative bond issue structures available and the merits of each structure;
- (2) Develop a financing timetable;
- (3) Assist in the preparation and review of all documents associated with the financing;
- (4) Take responsibility for submitting a rating requests to credit rating agencies;
- (5) Together with Bond Counsel and/or Disclosure Counsel, assume primary responsibility for reviewing the preparation of the offering memorandum and other documents relating to the marketing of the Bonds;
- (6) Aggressively price and market the Bonds to appropriate investors at terms most advantageous to the Issuer and enter into a Bond Purchase Agreement satisfactory to the Issuer;
- (7) Coordinate all proceedings relating to the bond issue closing; and
- (8) Provide other assistance as reasonably required to successfully complete all contemplated financings.

As consideration of the performance of the above listed services, Banker, as sole managing underwriter, will receive a fee of 1% of the principal amount of the Bonds issued. Morgan Keegan agrees to enter into an agreement to purchase the Bonds at a price acceptable to the Issuer. This purchase price contemplates a public offering of Bonds rated at least "investment grade" (Baa or BBB) by one or more of the three major credit

rating agencies, either on a "stand alone" basis or with credit enhancement. Morgan Keegan's fee will include the cost of our travel, corporate overheads, all quantitative analyses and regulatory fees

The agreement to purchase the Bonds is subject to the following conditions:

- (1) No fee or other expenses will be paid to Morgan Keegan in the event that a contemplated bond issue is abandoned, not sold, or otherwise terminated prior to obtaining a written bond purchase commitment which is accepted and closed.
- (2) The sale of any bonds will be subject to the taking of all proper legal proceedings, receipt of a satisfactory legal opinion from Bond Counsel, and satisfaction of other such terms and conditions as are usually found in similar undertakings.
- (3) The fees and expenses of bond counsel, disclosure counsel, issuer's counsel, bond registrar, paying agent, credit enhancement, rating agency, printing and other costs typically associated with the contemplated transaction will be paid by the Issuer.

The Issuer agrees to consult and cooperate with Morgan Keegan in order to effect a successful completion of any contemplated financing. The Issuer agrees to indemnify and hold harmless Morgan Keegan and each of its directors, officers, agents and employees against any untrue statement of a material fact made by the Issuer which is contained in the offering document used in connection with this bond issue to the extent such losses, claims, damages or liabilities are based on or arise out of information, documents, material or similar matters furnished to Morgan Keegan or prospective purchasers of the Bonds by the Issuer and/or the Issuer's agents or attorneys.

This Agreement shall be for a period of three years and shall encompass all bond issues or other debt obligations issued by or entered into by the County following the date of execution by the Issuer of this Agreement, unless this Agreement is terminated earlier by mutual agreement.

If the foregoing meets with your approval, please sign below in the space provided and return a signed copy to us for our records. We look forward to working with you over the term of this contract.

Sincerely yours,  
MORGAN KEEGAN & COMPANY, INC.

By: \_\_\_\_\_

Agreed to and accepted on the \_\_\_\_\_ day of February, 2010  
[ISSUER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_